



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Wednesday, November 08, 2023 at 4:30 PM

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Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/81095276712>

Or join by phone: 1-253-215-8782

Webinar ID: 810 9527 6712

ROLL CALL ATTENDANCE

___ Joe Borton

___ Liz Strader

___ Brad Hoaglund

___ John Overton

___ Jessica Perreault

___ Luke Cavener

___ Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the October 24, 2023 City Council Work Session](#)
2. [Apex Northwest Subdivision No. 4 Water Main Easement #2 \(ESMT-2023-0149\)](#)
3. [Dutch Bros at Ustick Water Main Easement No. 3 \(ESMT-2023-0144\)](#)
4. [Meridian Middle School Cafeteria Sanitary Sewer and Water Easement \(ESMT-2023-0153\)](#)
5. [Meridian Office Water Main Easement \(ESMT-2023-0152\)](#)
6. [Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 1 \(ESMT-2023-0156\)](#)
7. [Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 2 \(ESMT-2023-0157\)](#)
8. [Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 3 \(ESMT-2023-0158\)](#)

9. [Final Plat for Prairiefire Subdivision \(FP-2023-0023\) by Kent Brown Planning Services, located at 3539 N. Locust Grove Rd., near the northwest corner of E. Ustick Rd. and N. Locust Grove Rd.](#)
10. [License Agreement Between the Nampa & Meridian Irrigation District and the City of Meridian for Multi-Use Pathway in Aviation Subdivision](#)
11. [License Agreement with J.R. Simplot Company for Pathway from Reflection Ridge to Mary McPherson Elementary School](#)
12. [Memorandum of Agreement for Contribution to Transit Stop Public Artworks Between the Meridian Development Corporation and the City of Meridian](#)
13. [Memorandum of Agreement for Contribution to 2024 Concerts on Broadway Between the Meridian Development Corporation \(MDC\) and the City of Meridian](#)
14. [Fiscal Year 2024 Net-Zero Budget Amendment in the amount of \\$8,000.00 for Meridian Development Corporation Sponsorship of Transit Stop Public Artwork](#)
15. [Approval of Equipment Purchase Contract with FilmTec Corporation, a subsidiary of DuPont, for the WRRF Tertiary Filter Membrane – Equipment Purchase project for the Not-To-Exceed amount of \\$6,809,834.00](#)
16. [Approval of Sole Source for Annual Non-Micro Water Testing and UCMR Sampling by Eurofins Eaton Analytical, LLC](#)
17. [City of Meridian Financial Report - September 2023](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

PROCLAMATIONS

18. [Rocky Mountain High School Girls Golf Team State Champions Day Proclamation](#)
19. [Meridian Veteran & Spouse Small Business Week Proclamation](#)

DEPARTMENT / COMMISSION REPORTS [Action Item]

20. [Public Hearing for Parks and Recreation Department Lakeview Golf Course Proposed Fee Increases](#)
21. [Resolution 23-2423: A Resolution adopting new fees of the Meridian Parks and Recreation department; authorizing the Meridian Parks and Recreation department to collect such fees; and providing an effective date.](#)
22. [Discovery Park Phase 2 Tennis/Pickleball Court Lighting Update](#)
23. Civic Block Update

ADJOURNMENT



AGENDA ITEM

ITEM **TOPIC:** Approve Minutes of the October 24, 2023 City Council Work Session

Meridian City Council Work Session

October 24, 2023.

A Meeting of the Meridian City Council was called to order at 4:32 p.m. Tuesday, October 24, 2023, by Mayor Robert Simison.

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

Members Absent: Luke Cavener.

Others Present: Chris Johnson, Tina Lomeli, Bill Nary, Chris McGilvery, and Dean Willis.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Jessica Perreault	<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 October 24th, 2023, at 4:32 p.m. We will begin today's City Council work session with roll call attendance.

ADOPTION OF AGENDA

Simison: Next up is the adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: On the agenda we are going to vacate Items No. 6 and No. 13 from today's agenda. So, with those items vacated I move adoption of the agenda as amended.

Overton: Second.

Simison: Okay. 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. 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 October 17, 2023 City Council Work Session**

- 2. Approve Minutes of the October 17, 2023 City Council Regular Meeting**
- 3. Apex Northwest Subdivision No. 4 Water Main Easement No. 1 (ESMT-2023-0150)**
- 4. In-n-Out Burgers Water Main Easement (ESMT-2023-0151)**
- 5. Findings of Fact; Conclusions of Law for Petsche Rezone (H-2023-0039) by Tammy Petsche, located at 1508 N. Meridian Rd.**
- 7. Approval of Construction Contract to JC Constructors, Inc. for the Aeration Basins 1 – 4 Retrofits and 9 & 10 Upgrades project for the Not-To-Exceed amount of \$25,134,000.00**
- 8. Approval of Construction Contract to Stroth General, LLC. for the Well 9C Pumping Facility project for the Not-To-Exceed amount of \$1,457,222.00**
- 9. Acceptance Agreement for Public Art at Five Mile Creek Pathway Trailhub: "Water Metrics"**
- 10. Resolution No. 23-2421: Final Acceptance of "Water Metrics" Art Installation by Eileen Gay, and Providing an Effective Date**
- 11. Acceptance Agreement for Discovery Park Artwork: "The Hole Ball Game"**
- 12. Resolution No. 23-2422: Final Acceptance of "The Hole Ball Game" Art Installation by UrbanRock Design, and Providing an Effective Date**

Simison: Next up is the Consent Agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: We have removed Item 6 from the Consent Agenda. So, I move approval of the Consent Agenda as amended and for the Mayor to sign and Clerk to attest.

Overton: Second.

Simison: I 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 removed from the Consent Agenda.

DEPARTMENT / COMMISSION REPORTS [Action Item]

13. Light My Fire Check Presentation

Simison: So go on to Department/Commission Reports. Item 13 was vacated.

14. Mayor's Youth Advisory Council (MYAC) Bi-monthly Update

Simison: So, we will move on to Item 14, which is the Mayor's Youth Advisory Council for their bi-monthly update and we will turn this over to Sahand for the introductions.

Rahbar: Mr. Mayor, City Council Members, thank you so much for making the time for us to attend your workshop and share some information about MYAC. It is my pleasure to introduce two of the seniors on our executive council, Isabella Degelman and Valeria Avila-Orozco, who will talk a little bit about what MYAC has been up to since the beginning of the summer and what they are planning to do in the months ahead.

Degelman: Mr. Mayor, City Council Members, thank you so much for having us today. My name is Isabella. I am the current chair of MYAC this year and I am a senior at Renaissance.

Avila-Orozco: Hi. My name is Valeria Avila and I am also a senior at Renaissance and I'm currently the communications coordinator for MYAC.

Degelman: And during our presentation we are just going to give a brief overview of what MYAC has been doing from June through October. So, beginning with government affairs.

Avila-Orozco: So, we had Chris Johnson as our first guest speaker and it was an absolute blast, because a lot of our general council MYACers don't know much about what the city clerk does and so we got to learn about his everyday activities that he does as the city clerk and how much he actually does for our city. We also did this at our last MYAC meeting. So, with elections coming up and also in general high school seniors are turning 18 we decided to hand out flyers just informing everyone in the community that if you turn 18 you are able to register to vote and so we handed out these flyers during our meeting and they -- our general council members will be putting these flyers in schools, libraries, club meetings, anywhere they see fit with the permission of the establishment. We have also continued this activity from last year. It's the mind ready Kahoot quizzes from the podcast that the Mayor does with our government officials and we use this as a way to have our general council learn more

about the government of Meridian, because there is so much to learn about the government and these podcasts allow our general council to learn about it and it gives them a fun incentive that we do at every meeting.

Degelman: Okay. And then now moving on to community service. One of the first events that we had to start off our year for MYAC was the Scentsy Rock-a-thon, which is an event that we participated in last year as well. This happened on September 8th. So, MYACers during this event rocked in rocking chairs alongside Eagle Road to help raise money for the Idaho Youth Ranch. So, this consisted of us holding up signs and, then, cheering on people who were coming by. The event in total out of all the people who came was able to raise 260,000 dollars for the Idaho Youth Ranch and MYAC was super grateful to be a part of it. And, then, alongside that we have also done the walk to end Alzheimer's, which is an annual event that we participate in. This happened on September 30th. So, during this event MYACers were tasked with cheering on the participants and, then, also guiding them along the walk path. So, this year the event was a huge success. It had 744 total participants and was able to raise 196,000 dollars for the Alzheimer's Association. And, then, most recently at our general council meeting yesterday we are decorating for a trunk or tree and holiday helpers. So, trunk or treat is something that's happening at Meridian City Hall on Thursday. So, MYAC is having a booth at that, so general council members were tasked with making decorations for our photo booth that we are going to be having and, then, alongside that we are also doing holiday helpers with the association the United Way and during that we are also doing a photo prop with that, so MYACers were helping to build a snowman and such for that.

Avila-Orozco: Now, moving on to our leadership development. So, we have the Treasure Valley Youth Safety Summit. We participated in this event last year again and MYAC -- we were able to help run the event by helping people sign in and we also were able to participate in the event and learning a lot about what issues happen with drunk driving and how you shouldn't text and drive and different things like that. We had a very important speaker there, Natalie Marti, who had a powerful story about her experience with a drunk driver and it truly motivated a lot of people and you could tell that people actually learned a lot from that experience and how they shouldn't be drunk while driving. We also had AIC. This was just for executive council members of MYAC. Five of our members attended and it is an amazing opportunity where we were able to get to know each other better and it helps us communicate and coordinate better as an executive council for MYAC members and during this we were able to do a community service project and also meet with other executive councils from around Idaho and know what they do at their MYACs and what works well and incorporate that into our own meetings.

Degelman: And, then, the next thing we have up is we have some more upcoming events and other events that we have done through MYAC. So, one of our upcoming events, like I mentioned previously we have trunk or treat that's happening on October 26th, this Thursday at Meridian City Hall where we are going to be doing a photo booth. At our next general council meeting on November 6th we are really excited, because we were able to secure Dr. Bub, the superintendent of the West Ada School District, to

come in as a guest speaker during this meeting and talk a little bit about leadership development, one of our main pillars of MYAC. On November 7th we are going to be doing the Holiday Helpers with United Way of Treasure Valley and on the 11th we have Rake Up Meridian, an annual event that MYAC participates in to help those rake up their lawns who are unable to do so. On December 6th we are hoping to do a legislative panel as part of our meeting and, then, also in December we are going to do our annual volunteering at the Idaho Botanical Gardens. And, then, upcoming in the spring we are planning to do a voter registration drive. We also have Mad City Money, an event that we do annually to teach MYACers more about financial responsibility and, then, we also have #dotherightday and, then, senior prom as well, which is an event that we put on every year and something that actually won us an award at the Association of Idaho Cities conference this year. Thank you guys.

Avila-Orozco: Thank you.

Simison: Thank you. Council, any questions or comments? And I know we don't have Councilman Cavener here, who is normally our MYAC individual. So, Councilman Hoaglund, any comments?

Hoaglund: I would -- Mr. Mayor, thank you. I was just kind of curious. It's your senior year and we are going to head into the holidays and next thing you know it's springtime and you guys are getting ready -- looking at other adventures. What -- what has MYAC kind of taught you so far that -- I don't know if it's surprising, but something you have gained from being in a leadership role, first of all, but also just learning more about your community? Is there anything that stands out?

Avila-Orozco: Yeah. So, I have been with MYAC since my sophomore year and I think MYAC has taught me so much how to communicate with people. It not only -- like you have to get out of your shell to meet new MYAC members, but also learning and meeting with the Mayor when he is there at meetings and even just talking to Sahand -- you get to talk to adults that you think are in power and it teaches you how to learn -- it teaches -- MYAC teaches you how to speak to those individuals and also like gain the confidence to speak to them.

Degelman: Yeah. I agree. I definitely think it's helped improve my communication and being a leader. Presenting in front of City Council is something that I never would have thought of doing my sophomore year. So, it's a really good experience and I think MYAC has also provided me with the opportunity to get involved with my community. I think being a teenager it's definitely difficult to get involved with your community as you are often limited by your age, but I think MYAC has definitely given me a way to do so and offered me a platform to be able to do that.

Hoaglund: Thank you. Appreciate that.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Thank you for everything you do. In fact, everyone on MYAC. I think you realize by now that when you do all these different events and fundraisers that if it wasn't for folks like you many of these things would never happen. So, not just to thank you to you, but everybody who helps you make this work and that's what's good about our community, whether it's an Alzheimer's walk, whether it's rocking rocking chairs -- folks like you are what makes those happen and makes them successful. I didn't hear in your list of things coming up -- and maybe it's because they are past. Do you still work with the Meridian Anti-Drug Coalition? MADC.

Degelman: Yes, we do. So, the Meridian Anti-Drug Coalition was at our Treasure Valley Youth Safety Summit that we did, so we have them there and, then, in the last year we actually participated with them, too. They provided some money for MYAC to like put on an event to inform students about the Meridian Anti-Drug Coalition.

Overton: Great. Thank you.

Simison: Well, thank you very much. Appreciate it. And I know -- we have got an unfortunate situation coming up with a lot of Monday conflicts with holidays and whatnot, so we are really trying to work through that through the semester. I know it can be a challenge. But I know you guys will find a way to get everything organized and move everyone forward and get them all off. Thank you.

Degelman: Thank you.

15. Emergency Housing Assistance Grant Update from Jesse Tree

Simison: Okay. Next item up is emergency housing assistance grant update from Jesse Tree and -- anybody online? And Ali is not online or in the audience. I don't know if we want to take a few minute break to see -- if they plan on giving -- coming or showing up. Mr. Borton?

Borton: Yeah. I think they were. Maybe just a quick break.

Simison: All right. Let's take an up to ten minute recess and maybe keep your -- we will keep our cameras on in case we can come back sooner. Thanks.

(Recess: 4:45 p.m. to 4:57 p.m.)

Simison: All right. Council, we will go ahead and come back from recess and we will continue on with Item 15, which is the emergency -- emergency housing assistance grant update from Jesse Tree and I will invite Ali and Evan up to the podium.

Rabe: Mayor and Council, my name is Ali Rabe. I'm the executive director at Jesse Tree.

Stewart: My name is Evan Stewart, the program director at Jesse Tree.

Rabe: And I just want to apologize for us being late. We saw ourselves being last on the agenda, so -- also took us an hour to get here from Boise. So, apologize for that. But thank you for making the time to have us present here. You all made a really significant investment into keeping people housed in the City of Meridian and we think it's important for us to report back on how that went and what we accomplished with the funding that you provided our agency. We did provide a handout and I will e-mail that to Danielle after this for distribution, but the first page is just highlighting some of the accomplishments that we reached with -- with the funding. The second page is the number of applications for emergency rental assistance we were receiving from renters in Meridian who are being evicted by month and the last page is the amount of financial assistance we are providing to residents in the City of Meridian by month as well. What we are going to talk about today is just what we applied for with the grant. What we accomplished with the grant. We will share a couple of client stories and, then, just talk to you about what we are seeing in Meridian right now. So, as many of you know Jesse Tree is an eviction prevention agency that provides one-time emergency rental assistance and supportive services to renters who are being evicted. We have been around for 25 years and more recently have definitely been more active and growing to meet the growing need for services just with rent having increased by 40 percent here locally over the last few years. In light of the issues around eviction and a lot of renters, you know, facing -- facing issues on being unable to pay their rent, the City of Meridian released the emergency housing assistance RFP last fall. Jesse Tree received -- applied for and received that funding for 250,000 dollars. In our grant we projected to serve 120 families from Meridian who were being evicted with emergency rental assistance and all the funding we put -- we applied for is committed for use with emergency rent, while we were committed to using separate funding to provide case management services and support services. As we mentioned in our application, emergency rental assistance at the time of application was a great need. As COVID era funds for rental assistance were set to expire we were at risk of reducing our services for renters in Meridian by 75 percent from about 40 -- from, you know, ten to much less than that and the grant funding allowed us to sustain the level of services we provided to renters residing in Meridian from last year through this year. So, I'm going to let Evan talk about what we accomplished with the grant.

Stewart: Yeah. So, over a ten month period Jesse Tree administered 250,000 dollars to 95 client households. The number of -- number of households served was 25 less than committed in our grant application, mostly due to our organization encountering more tenants with larger sums of rent owed than anticipated. On average each household was provided with 2,631 dollars in emergency rental assistance funding. Every household served was under the 80 percent area median income, which is roughly 4,754 monthly income for a household of two. However, the -- however, the majority of households served were under the 30 percent area median income, which is 1,783 dollars of monthly income for a household of two. Jesse Tree -- basically the way we work is we operate like an emergency room in a hospital. So, we triage cases based on the level of need and urgency. The tenants served were all in urgent

situations and at high risk of eviction and homelessness if they were not to receive any services at all. Every household was in the legal eviction process primarily for nonpayment of rent. That's the trend that we are seeing for the reason why people are at risk of losing their housing. So, they all received a three day notice from their landlord or we assisted them directly in eviction court to prevent that going on their record. Each tenant household gets assigned to an experienced Jesse Tree case manager. All of our case managers are trained in social work, conflict resolution, budgeting. So, every household that receives case management -- case management services gets budget -- budgeting help. So, we look pretty deeply into their -- what their current spending habits are. Good advice into their projected months moving forward in terms of reducing some of those expenses for other bills that they have or just best practices to try to help prioritize, you know, their need over anything else in terms of housing. Yeah. We also get people -- all the case managers are trained in all the different resources in the community. So, we get people connected to different resources and we tailor housing -- housing stability plans for, you know, short-term, long-term goals towards gaining more housing sustainability moving forward. Jesse Tree does serve additional Meridian clients with private and other grant funding as well. So, some of that funding is through the Meridian CDBG program, but also the campaign to end family homelessness here in Ada county, which is run through more of a public-private partnership seeking to end family homelessness in Ada county and that's in collaboration with Our Path Home and a majority of private funding comes from individual donors within our community. Overall -- so, our organization did support 179 households with case management services. All those families and households were at risk of being evicted in Meridian this year. Of the 179 households that were served Jesse Tree was able to help 62 of those households self-resolve without any direct financial assistance from Jesse Tree and that's really where a lot of that case management comes into practice and of the 179 households 117 did receive direct financial assistance from Jesse Tree, which gets paid to the landlord. It's strictly for rental assistance to prevent an eviction or from people losing their rentals and, of course, 95 of those out of the 117 were supported through the ARPA project through the emergency housing assistance project from -- from the -- from Meridian and on average we are assisting about 15 households each month from the City of Meridian. Oh, sure. So, I can go ahead and share our first client story. So, we have two of them. This household was directly assisted through the Meridian emergency housing assistance through the ARPA project. So, I will go ahead and read off the story. James is a Meridian client whom we have worked with through our community health program at Jesse Tree. When James' partner unexpectedly moved out of their apartment this summer he was left with the full rent to cover. Jesse Tree was able to provide emergency rental assistance to keep James housed during this difficult transition. His case manager recognized that he was uninsured and assisted in navigating community resources and also assisted -- assisted James with applying for Medicaid. Shortly after this James suffered an injury, which led to two hernias. James is resilient, but because of the physical nature of his work and his jobs he was not given a -- he was -- his hours were cut as a result of the injury. James has been working with our staff to gain access to Medicaid, but he has been delayed due to his employer not completing the work verification form that's required for Medicaid. Our staff member who is working with

James reached out to contacts at Health and Welfare to troubleshoot this issue, so that he can gain insurance coverage and receive the medical care needed to recover from his injury and return to work. Our staff members also provided concrete resources to help with food, gas, and hygiene items and also provided direct referrals to agencies, such as El-Ada to help with any sort of utility assistance and also the West Ada School District, because James does have a -- is a single parent. Jesse Trees' case manager has provided support and help his client maintain his housing and his hope through a challenging time.

Rabe: And I'm just going to share one more and, then, kind of talk about what we are seeing in Meridian moving forward currently in this market. So, Jill is another -- another single parent. We serve a lot of single parent households. But she parents a 17 year old son. She owns her RV, but was renting a space in an RV park here in Meridian. While living in her RV was not her ideal housing situation, she was grateful to have it to fall back on when her previous housing situation fell through due to ongoing rent increases that surpassed her income. She -- Jill has a permanent disability and her only source of income was SSDI, giving her about 300 dollars to live off after paying for rent. So, Jill was also recently widowed, part of what led her to living in the RV. She lost her husband during the pandemic due to health issues and covering bills after her husband's death, moving and increasing cost of living caused her to fall behind in her lot rent where she was living with -- in her RV. We were able to catch her up on the past due rent and utility balance that was paid, so she could catch up on her other bills, which included school expenses for her son, paying for groceries, paying for other, you know, essential expenses that she was facing. So, just a couple of stories of many. We also provided photos of a couple of our clients and a handout that we provided and another client there that we served in eviction court. So, just want to put a face to the funding. You know, we say 95 families, but you think about what those families were going through and the ripple effects that our, you know, support had for them to be able to stay in their homes -- not only for them, but for their children being able to have a stable place and not end up on the street or elsewhere. It's -- it just means a lot to each person -- each family that we serve. So, moving forward this funding was a really great resource. We just continue to be concerned about what it will look like moving forward and we -- while we have other private resources and we do try to fundraise as much as possible, as I mentioned, we are -- we are serving about 15 families just using private funding and other funding each month from Meridian and about up to a hundred families total in the Treasure Valley. We don't have the capacity to sustain the level of need that we are seeing. We do continue to see increased need as mentioned through the pandemic and there was, you know, a drastic rent increase in our area. There were federal housing funds available that were passed through the pandemic and, you know, while we saw that rent increase, which was kind of a safety net for a lot of folks, but recently, you know, with our funds timing out last year and now more recently some additional funds timing out with the Boise City, Ada County Housing Authority, we do see increased need here in Meridian and across -- across Ada county. So, currently we are seeing about 70 applications each month from residents in the City of Meridian. All those applications -- each month 70 folks are in the legal eviction process. So, they have received a three day notice from their landlord or they are in eviction court. In

2022 when we last spoke with you and even earlier this year the number of applications we were seeing was closer to 20 to 40 applications each month. Even close -- just a couple of months ago we were seeing more like 50 applications, so you can see that in your handout. So, that -- that more 70 number has been consistent for two months since we are seeing the effects of the federal funding from the housing authority timing out, kind of the effect of that on -- on folks. We are also seeing about 50 eviction hearings in Ada county each week. Majority of those are happening to Boise residents, but we are seeing a good number of Meridian residents there in court as well. Previously while now we are seeing 50 hearings a week consistently in Ada county, even just a few months ago that number was closer to 20 to 30 pretty consistently. So -- so, we are seeing increased need especially over the last couple of months and we will be happy to continue to update Council on what we see through the end of the year. So, just wanted to mention that. We are going to continue to, you know, try to raise as much -- as much funding as we can and partner with Our Path Home and -- and other funders across the valley to serve as many -- as many residents as we can here. Certainly this funding was great and allowed us to do a lot more than we would have been able to and so thank you for allowing us to do that and I think it shows real foresight for the city to invest in an intervention like eviction prevention just, you know, as we are seeing across the country. Eviction is -- is a real problem and oftentimes homelessness is a direct result of that, especially because when you get an eviction you have that permanently on your record, it makes it really difficult to -- to find new housing permanently and so think that this was a really good investment. On average, as I mentioned, it costs us just over 2,000 dollars to keep a family in their home and we know from our partnership it costs 15,000 dollars to get someone out of homelessness after they have fallen into that situation and so it's a good financial investment that you all made, you know, think saving the city funding and, obviously, keeping a lot of your residents in housed situations through a difficult time over the last year, so -- so thank you for that and your partnership. We really appreciate it and happy to answer any questions that you have.

Simison: Thank you. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thanks for being here. A couple questions. I was curious if you have seen any hotspots where there were multiple evictions in one apartment complex. The reason I ask is we had some situations in Boise where people were told to like move out with like three days advance notice and, you know, the landowner in that case said that they had to make repairs and people were really left scrambling and I just also was noticing that you are spending by month looks kind of seasonal or looks like it spiked a lot in July and August. So, that was the reason for the question.

Rabe: Yeah. Off the top of our head we can't think of any mass evictions that happened in Meridian. Really saw quite a diversity of landlords that we were working

with out here and definitely a diversity of -- in the type of situations we were seeing. We could provide you with the names of the landlords potentially that we paid if that's something you would be interested in, so --

Stewart: We do have a -- we do have data that we collect on different companies that take people to eviction court. We definitely see some routinely take them, you know, weekly and we get -- we do collect all that data. I do have a -- there is a few that I can kind of think of, but I would first like to maybe check the data first. I don't want to go on the record and say anything, but -- but we do collect that data, that information.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. It was more of an area of concern. If you saw like something specific. If that was widespread. It doesn't sound like that's the case. You kind of mentioned a couple of these cases that were examples, like James and Jill, and I appreciate a lot about what your organization is trying to do is help somebody get back on their feet so they can support themselves and not become a burden on the taxpayers. Can you just kind of walk us through -- like what does a housing sustainability plan look like for one of these examples? How -- as you mentioned helping them with budgeting, helping them kind of get on their feet, but how do you sort of help them going forward to support themselves?

Stewart: Yeah. So, our case managers do take quite a bit of time working with clients. It's kind of a group effort -- team effort between the household and the case manager, but routinely the -- you know, we collect information, we want to know kind of what the situation is, what are their -- their goals, what are their -- you know, their interests, what are things that can be done to help a client pursue those goals, but also trying to increase, you know, their income, so we come up with a lot of different best practices in terms of, you know, what people can do in a pinch to, you know, increase some of their income. Steps on how to ask your employer for, you know, a raise or asking for more hours, overtime, you know, which is -- not everybody knows how to do that. It's kind of a -- people are usually a little afraid to do that. But we do try to give some of the best advice in terms of that. Mostly we get some training from people from the banking world where they have taught a lot of our case managers some of these different things, how to really identify sort of like your needs versus your wants in terms of budgeting skills and how to do that. So, we always go over basically the last -- the most previous or current month's budget, so we can ask for like bank statements, we can go through that. The goal is to project moving forward what sort of expenses can be reduced to kind of put somebody in the black -- you know, in the black so that they, you know, have some -- some income moving forward where they can cover their utilities, their -- their rent, you know, and -- but also to prioritize, you know -- you know, goals for children that they might have. But really it's -- it's adding, you know, as many different resources that are tailored towards this person's goal. There is a lot of different agencies that can provide different services outside of our scope of work in terms of child care, in terms of different

counseling. We work with clients who have never seen a doctor before. Maybe it's been numerous years. So, we can help navigate that landscape. We do have a community health worker on staff, too, who works with people a little bit more long term for some of those healthcare goals. We mostly, you know, also can send direct referrals as well. But really we are asked -- our case managers are asking people really what their short-term goals are, what their -- what's their long-term goals. We work on different steps and, then, do follow-ups to check in on how people are doing, because our goal is for people not to return anytime soon. We do try to -- we do stick to that, you know, one time assistance at least in terms of financial assistance, but case management that can go, you know, a little bit further than the financial assistance piece, because, you know, the eviction process moves really fast and so that's something that we try to alleviate or help the client overcome, but our goal is to, you know, try to at least help with some of the more supportive services and our -- our goal has always been to really improve the quality of that, because right now there is really no other agencies that can provide any sort of, you know, short-term or long-term rental assistance or subsidies. We are kind of it now in the community, which we help people in both Ada and Canyon county. You know, our volume has gone up so much with a lot of these other programs not really available. So, really, our goal is just to really hone in on our case management quality skills and supportive services, because, you know, we don't have enough financial assets to pay everybody's rent.

Rabe: I just want to say -- add if I may the -- the goal, you know, with the emergency rental assistance really helps us get them through that immediate eviction, but, then, the case management is really tailored at making sure that they don't fall into that situation again. And I want to answer your other question about the increased spending July, August super quick. That's when the Boise City-Ada County Housing Authority funding ran out, so we started to see increased applications around that time from residents in Meridian. Also just increased need. We do see in the summertime with families having more issues, challenges with childcare with school being out, so --

Simison: Council Woman Strader, do you have another follow up?

Strader: Oh, just -- yeah. Just a comment. I appreciate that context. I mean I think it's really -- I like your process and how you are trying to support somebody who might have multiple things going on to help them get on their feet again. That financial education component is so important. You know, it's a huge blind spot. Has been for years. I appreciate that now our schools are going to be providing financial education going forward, because, you know, people have something happen to them and, then, they can get overwhelmed and if they don't have that understanding of how to budget it can just be really difficult for them. So, I like that you are helping give people the skills to get out of the mess that they are in. So, I appreciate you kind of providing these examples, because I think it helps paint a picture of where the resources are going.

Seal: Council Woman Perreault.

Perreault: Thank you. Good to see you both. Really appreciate you sharing all of this information -- all the stats with us. It's -- it's heartbreaking conversations to have and I'm so grateful that -- that you have counselors that folks can call, because, you know, when there is nowhere for people to turn and housing being a very basic need, folks tend to maybe not make the best choices in those circumstances, because it's frightening and it truly is an emergency. So, I appreciate that you don't leave them with just paying for a couple months rent and -- and not help them move forward. But I just have a couple of quick questions about the numbers that you shared. First -- my first question is is there a specific --- another and -- or certainly maybe demographic and if you are allowed to share that. I don't know if there is privacy restrictions on that and, then, also how many folks are making repeat requests? I think I heard you say that they only are allowed to utilize the benefits one time, but I'm curious if you see a lot of folks coming back within, you know, maybe a one to two year period.

Stewart: Sure. I can answer that. So, the demographics that we are seeing I think matches national trends in terms of homelessness prevention and eviction prevention. Mostly we are seeing single parents, single female head of household parents, people who also self-report having a disabling condition is pretty -- pretty common for us and people who are on the more fixed income. People who are at that 30 percent area median income and below as well, it's -- I think matches a lot of national trends that are out there, too. In terms of repeat people, we definitely see people calling more just because there is not a lot of other agencies out there that can provide the level of services that Jesse Tree can. Our volumes skyrocketed to -- we are getting over 3,000 calls a month. We are seeing more applications being submitted as well. But, yeah, I mean we will see people -- maybe we have helped them a year ago -- reapply the next year. But, yeah, we are definitely seeing people reaching out for additional services as well.

Rabe: And I will just add that though we don't always provide repeat clients with financial assistance, we do try to provide them with supportive services to kind of help them navigate the situation. We also do share data with the homeless shelters here locally and Our Path Home connect -- which collects data on everyone who is experiencing homelessness in Ada county and we know that of the thousands of clients we have served since 2018 only five percent of them have gone to the shelters. So, even though some people do call back for resources, problem solving, sometimes financial assistance, a lot of those folks are not actually ending up in our -- in our homeless system, which is -- which is promising, so --

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I will just briefly comment. I love it. I'm so happy for this in hearing this data. I knew you guys would knock it out of the park. The holistic approach that you presented

in your -- in your RFP response, you have done just that and I think a lot of the success you are reporting to us is due to that. It's not just rental assistance. This self-resolution statistic is fantastic. There is just so many success stories. We do a lot of things with the city on a -- on a macro level, but this really hits at the micro and the individual families and you make such a lasting change. I'm just proud of you both and your whole organization. Jesse Tree killed it. I love it. So, I'm just -- just happy. I don't have any questions. I just love to hear the great results and you have made a lifelong distance -- lifelong difference in a lot of Meridian families and we talked about this idea and I was kind of pushy about it, focusing on trying to keep some Meridian families in Meridian, giving them a chance to be successful and stay in our community and you have done that and as elected leaders in the city I think that's a big part of our focus and you -- you have helped them so much. So, I'm just proud of you both and to Jesse Tree and thank you for the great work and great report.

Simison: All right. Well, thank you very much. Appreciate it.

Rabe: Thank you all.

Stewart: Thank you.

Simison: Okay. With that we are at the end of our meeting. Do I have a motion to adjourn?

Hoaglund: Mr. Mayor, I 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: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 5:27 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 Subdivision No. 4 Water Main Easement #2 (ESMT-2023-0149)

Project Name (Subdivision):

Apex Northwest Subdivision No. 4

Water Main Easement Number: 2

Identify this Easement by sequential number if Project contains more than one Water Main easement.
(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between DWT Investments LLC and SCS Investments 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

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

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

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

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

[End of Text; Signatures to Follow]

GRANTOR:

DWT INVESTMENTS, LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,
Manager

By: _____
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 17th day of October, in the year of 2023, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of DWT Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Notary Public for Idaho
My Commission expires 4/15/2029

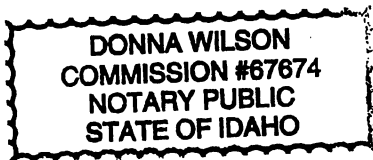
GRANTOR:

SCS INVESTMENTS LLC
an Idaho limited liability company

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

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on October 18, 2023, by **Michael A. Hall**
as the **President of SCS Investments LLC**, an Idaho limited liability company.



Donna Wilson
Notary Public for Idaho
My Commission Expires: 5-6-2028

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 26, 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 Utility Easement situated in a portion of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found 5/8-inch rebar marking the South 1/4 corner of said Section 31, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Southeast corner of said Section 31;

Thence following the southerly line of said Southeast 1/4 of Section 31, S89°42'21"E a distance of 96.50 feet;
Thence leaving said southerly line, N00°16'52"E a distance of 84.00 feet to the proposed northerly right-of-way line of E. Lake Hazel Rd. and being the **POINT OF BEGINNING**.

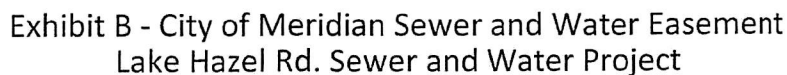
Thence following said proposed northerly right-of-way line, N89°43'08"W a distance of 62.75 feet;
Thence leaving said proposed northerly right-of-way line, N00°16'52"E 212.93 feet;
Thence N33°17'30"W a distance of 17.50 feet;
Thence N89°43'08"W a distance of 24.07 feet to the westerly line of the Southeast 1/4 of said Section 31;
Thence following said westerly line, N00°16'52"E a distance of 38.00 feet;
Thence leaving said westerly line, S89°43'08"E a distance of 24.07 feet;
Thence N33°51'15"E a distance of 17.50 feet;
Thence N00°16'52"E a distance of 276.41 feet;
Thence S89°43'08"E a distance of 20.00 feet;
Thence N00°16'52"E a distance of 4.00 feet;
Thence S89°43'08"E a distance of 42.75 feet;
Thence S00°16'52"W a distance of 295.00 feet;
Thence S89°43'08"E a distance of 29.00 feet;
Thence S00°16'52"W a distance of 20.00 feet;
Thence N89°43'08"W a distance of 29.00 feet;
Thence S00°16'52"W a distance of 245.51 feet to the **POINT OF BEGINNING**.

Said parcel contains 37,095 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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



SHEET:
1 OF 1



A portion of the SW 1/4 of the SE 1/4 of Section 31,
T3N., R1E., B.M., City of Meridian, Ada County, Idaho



AGENDA ITEM

ITEM **TOPIC:** Dutch Bros at Ustick Water Main Easement No. 3 (ESMT-2023-0144)

Project Name (Subdivision):

Dutch Bros at Ustick

Water Main Easement Number: 3

Identify this Easement by sequential number if Project contains more than one Water Main easement.
(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of ____, 2023 between Osterloh Properties, 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

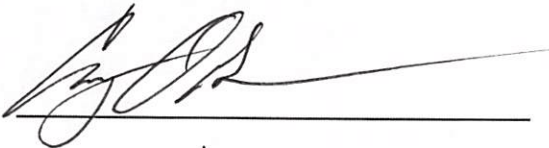
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.


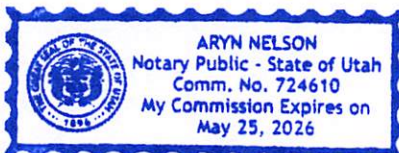
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:
Osterloh Properties, LLC



Utah
STATE OF ~~IDAHO~~)
Salt Lake ss
County of ~~Ada~~)

This record was acknowledged before me on 10/6/23 (date) by Craig Osterloh
(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 Osterloh LLC (name of entity on
behalf of whom record was executed), in the following representative capacity: Managing Member
(type of authority such as officer or trustee)



Notary Signature
My Commission Expires: May 25, 2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

(stamp)

Notary Signature

My Commission Expires: _____



LEGAL DESCRIPTION

Page 1 OF 1

September 26, 2023
Project No.: 123061

EXHIBIT "A"

WADSWORTH MERIDIAN SUBDIVISION WATER EASEMENT No. 3 DESCRIPTION

An easement located in Government Lot 1 in the Northeast Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 3 North, Range 1 East, (from which the North Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant);
Thence from said Northeast Corner of Section 5, South 89°39'20" West, a distance of 497.37 feet on the north line of said Section 5;

Thence South 00°20'40" East, a distance of 80.92 feet to a point on the southerly right of way line of East Ustick Road, said point being the northwest corner of Parcel "A" of Record of Survey No. 13633, Instrument No. 2022-078886, of Ada County Records and the northwest corner of the City of Meridian Water Easement, Instrument No. 2021-132715, of Ada County Records;

Thence South 01°05'59" West, a distance of 151.00 feet on the west boundary line of said Parcel "A" to the southwest corner of said Parcel "A" and the northwest corner of Lot 5 of Wadsworth Meridian Subdivision, as shown on Page 19070 in Book 121 of Plats, Instrument No. 2021-151043, of Ada County Records;

Thence on the common lot line of said Parcel "A" and Parcel "B" of Record of Survey No. 13633, Instrument No. 2022-078886, Records of Ada County and Lot 5 of said Wadsworth Meridian Subdivision for the following courses and distances:

Thence South 88°54'01" East, a distance of 56.00 feet;

Thence North 01°05'59" East, a distance of 32.89 feet;

Thence South 86°01'47" East, a distance of 198.05 feet;

Thence South 84°06'00" East, a distance of 54.30 feet to the northwest corner of Lot 4 of said Wadsworth Meridian Subdivision, said point being the POINT OF BEGINNING;

Thence South 84° 06' 00" East, a distance of 14.05 feet on the common lot line of said Parcel "B" and said Lot 4;

Thence South 05° 08' 34" West, a distance of 21.03 feet to a point on said City of Meridian Water Easement;

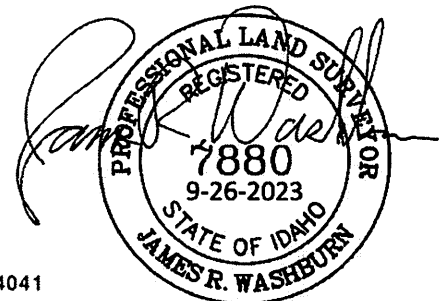
Thence North 84° 51' 26" West, a distance of 14.33 feet on said water easement;

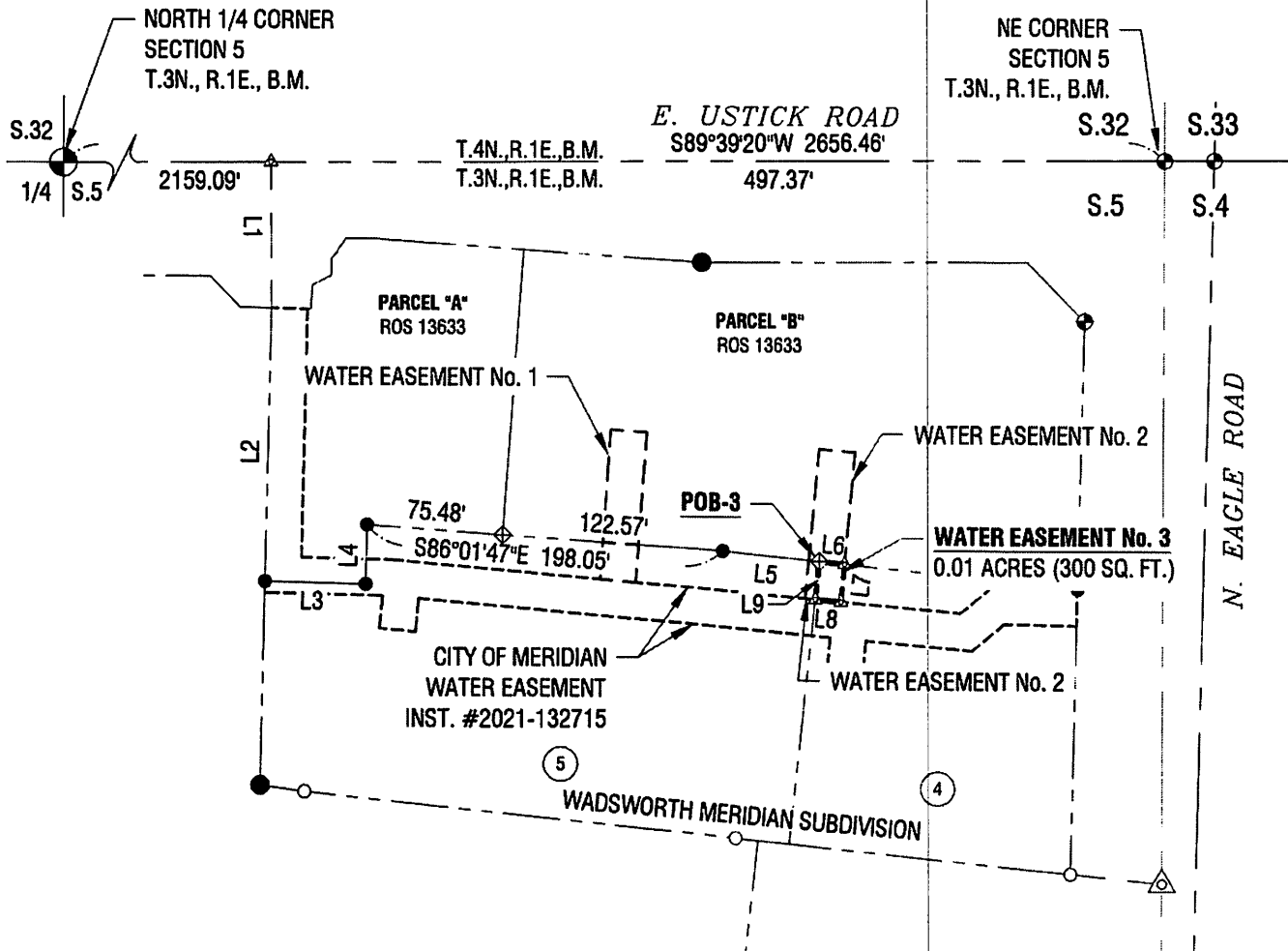
Thence North 05° 54' 00" East, a distance of 21.22 feet on the west boundary line of said Lot 4 to the northwest corner of said Lot 4, said point being the POINT OF BEGINNING.

The above described Easement contains 300 square feet more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn





Line Table		
LINE	BEARING	LENGTH
L1	S00°20'40"E	80.92'
L2	S01°05'59"W	151.00'
L3	S88°54'01"E	56.00'
L4	N01°05'59"E	32.89'
L5	S84°06'00"E	54.30'

Line Table		
LINE	BEARING	LENGTH
L6	S84°06'00"E	14.05'
L7	S05°08'34"W	21.03'
L8	N84°51'26"W	14.33'
L9	N05°54'00"E	21.22'

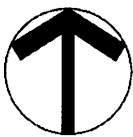
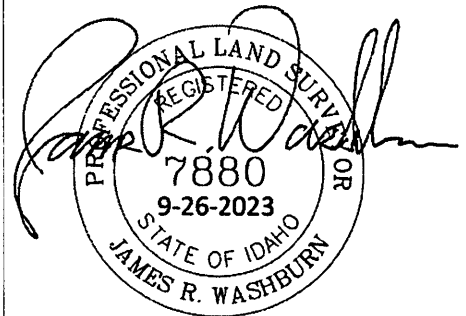
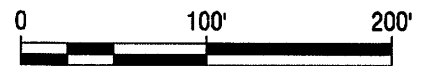


Exhibit "B"

Horizontal Scale: 1" = 100'



Project No.: 123061
Date of Issuance: 9-21-2023



Water Easement No. 3 City of Meridian Dutch Bros Coffee of Canyon County

1 of 1



AGENDA ITEM

ITEM TOPIC: Meridian Middle School Cafeteria Sanitary Sewer and Water Easement
(ESMT-2023-0153)

Project Name (Subdivision):

Meridian Middle School Cafeteria Addition

Sanitary Sewer & Water Main Easement Number:

1 of 1

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
Joint School District #2 dba West Ada School District ("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: _____



LEGAL DESCRIPTION

Page 1 OF 1

September 6, 2023

Project No.: 121036

SEWER – WATER EASEMENT

CITY of MERIDIAN

WEST ADA SCHOOL DISTRICT (MERIDIAN MIDDLE SCHOOL)

An easement located in the Northeast quarter of the Northwest quarter of Section 12, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 12, (from which the Center One Quarter corner of said Section 12 bears South 00° 35' 21" West, 2652.93 feet distant);

Thence on the north-south mid-section line of said Section 12, South 00° 35' 21" West, 307.22 feet;

Thence leaving said mid-section line, North 89° 24' 39" West, 64.00 feet, to a point on the westerly right of way line of West 8th Street and the **POINT OF BEGINNING**:

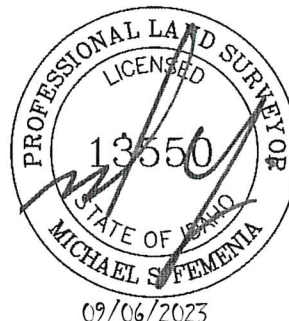
Thence South 00° 35' 21" West, 20.00 feet;
Thence North 89° 14' 05" West, 183.50 feet;
Thence South 45° 08' 55" East, 88.29 feet;
Thence South 44° 51' 05" West, 20.00 feet;
Thence North 45° 08' 55" West, 93.80 feet;
Thence North 88° 24' 29" West, 116.40 feet;
Thence South 64° 25' 25" West, 6.46 feet;
Thence South 25° 34' 35" East, 18.66 feet;
Thence South 64° 25' 25" West, 20.00 feet;
Thence North 25° 34' 35" West, 18.66 feet;
Thence South 64° 25' 25" West, 93.72 feet;
Thence North 25° 17' 33" West, 20.00 feet;
Thence North 64° 25' 25" East, 40.79 feet;
Thence North 00° 45' 55" East, 26.12 feet;
Thence North 89° 14' 05" West, 139.53 feet;
Thence North 00° 45' 55" East, 20.00 feet;
Thence South 89° 14' 05" East, 537.16 feet to the **POINT OF BEGINNING**.

The above-described easement contains 0.39 acres (17,168 Ft²) more or less.

PREPARED BY:

The Land Group, Inc.

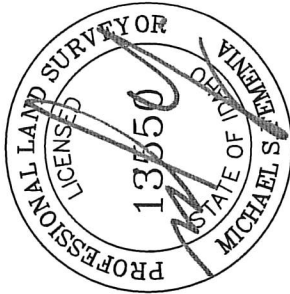
Michael S. Femenia



for

City of Meridian

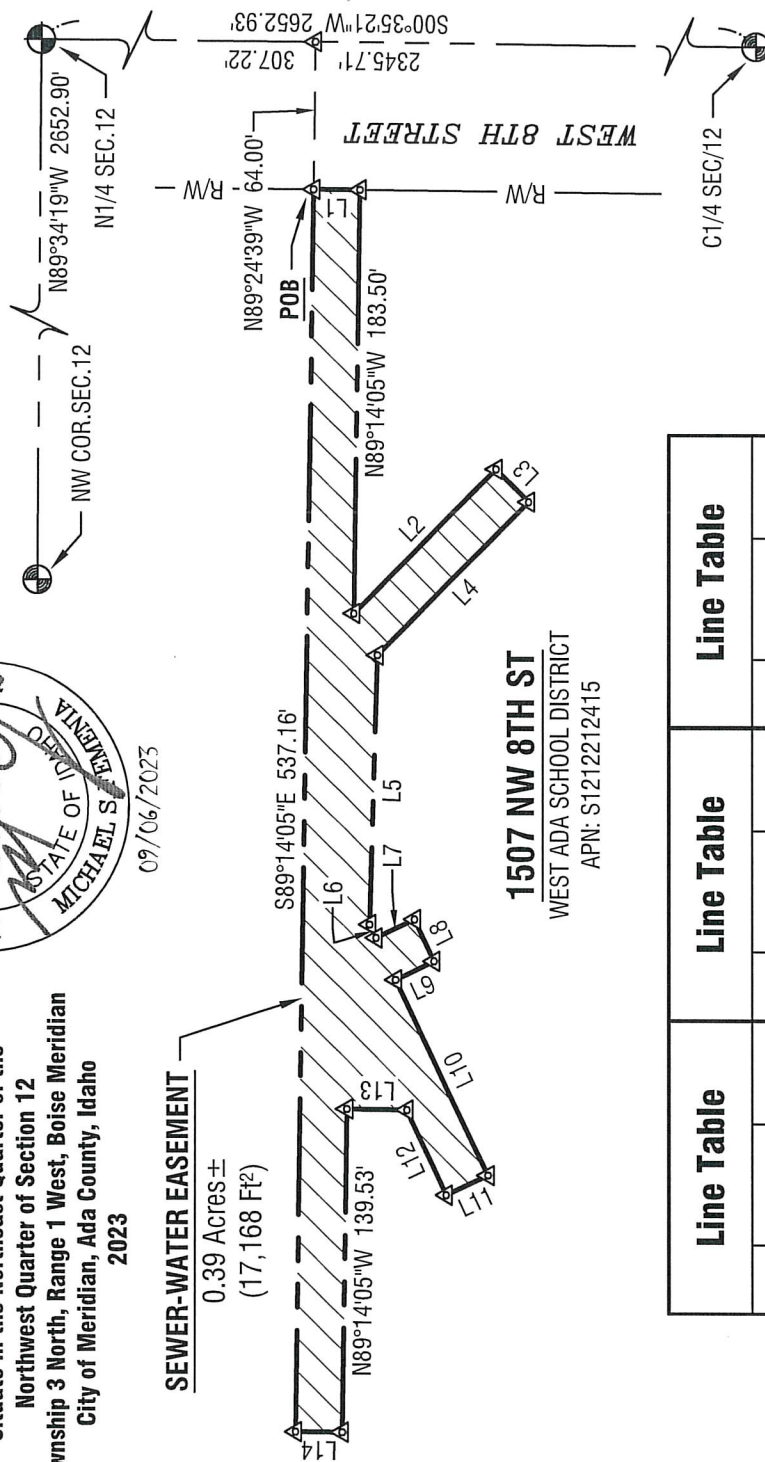
**Situate in the Northeast Quarter of the
Northwest Quarter of Section 12
Township 3 North, Range 1 West, Boise Meridian
City of Meridian, Ada County, Idaho
2023**



09/06/2023

SEWER-WATER EASEMENT

0.39 Acres ±
(17,168 Ft²)



Line Table				Line Table				Line Table			
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S00°35'21"W	20.00'	L6	S64°25'25"W	6.46'	L11	N25°17'33"W	20.00'			
L2	S45°08'55"E	88.29'	L7	S25°34'35"E	18.66'	L12	N64°25'25"E	40.79'			
L3	S44°51'05"W	20.00'	L8	S64°25'25"W	20.00'	L13	N00°45'55"E	26.12'			
L4	N45°08'55"W	93.80'	L9	N25°34'35"W	18.66'	L14	N00°45'55"E	20.00'			
L5	N88°24'29"W	116.40'	L10	S64°25'25"W	93.72'						

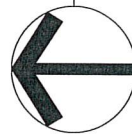


Exhibit "B"

Horizontal Scale: 1" = 80'



Project No.: 121036
Date of Issuance: September 6, 2023



AGENDA ITEM

ITEM **TOPIC:** Meridian Office Water Main Easement (ESMT-2023-0152)

Project Name (Subdivision):

Meridian Office

Water Main Easement Number: _____

Identify this Easement by sequential number if Project contains more than one Water Main easement.

(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between RAV HOLDINGS 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.

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT "A"
City of Meridian Water Easement
October 12, 2023

A portion of Government Lot 7 in Section 6, Township 3 North, Range 1 East of the Boise Meridian, located in the City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 6, from which the South 1/4 corner of said Section 6 bears North 88°34'46" East a distance of 2404.62 feet; thence on the South line of said Section 6, North 88°34'46" East a distance of 705.14 feet to the Southerly extension of the East Line of VanAuken Subdivision, according to the official plat thereof, filed in book 104 of plats at pages 14174-14176, Ada County Records; thence on said Southerly extension, North 0°18'46" East a distance of 51.11 feet to the Northerly Right-of-Way of E. Fairview Ave. and Southeast corner of said VanAuken Subdivision; thence continuing North 0°18'46" East, on said East line, a distance of 308.08 feet to the **REAL POINT OF BEGINNING**;

thence continuing North 0°18'46" East, on said East line, a distance of 20.00 feet;

thence leaving said East Line, North 89°51'09" East a distance of 125.84 feet;

thence South 0°08'51" East a distance of 131.97 feet;

thence South 89°50'16" West a distance of 20.00 feet;

thence North 0°08'51" West a distance of 111.97 feet;

thence South 89°51'09" West a distance of 106.00 feet to the **REAL POINT OF BEGINNING**.

Containing an approximate area of 4,758 square feet, or 0.11 acres more or less.

End of Description.



N0°18'46"E
20.00'

REAL POINT OF
BEGINNING

N89°51'09"E 125.84'

S89°51'09"W 106.00'

FUTURE BUILDING

S0°08'51"E 131.97'
N0°08'51"W 112.00'

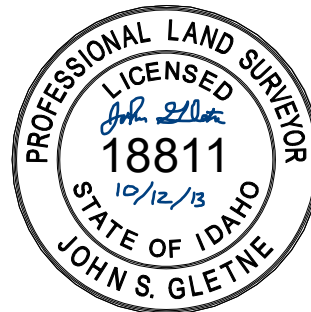
S89°50'16"W
20.00'

VANAUKEN
SUBDIVISION

N0°18'46"E 308.08'

EXISTING BUILDING

10' CITY OF MERIDIAN
SEWER EASEMENT PER
INST. NO.S 7807045-46 &
INST. NO.S 7810832-36



N0°18'46"E
51.11'

E. FAIRVIEW AVE.

705.14'

1699.48'

BASIS OF BEARING
S88°34'46"W 2404.62'

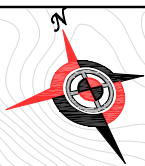
SOUTHWEST
CORNER SECTION 6



SCALE: 1"=50'

0' 50' 100' 200'

SOUTH 1/4 CORNER
SECTION 6



**VALLEY
LAND SURVEYING**
PROFESSIONAL LIMITED LIABILITY COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 261-2226

EXHIBIT "B"
CITY OF MERIDIAN WATER EASEMENT

A PORTION OF GOV'T LOT 7 IN THE SOUTHWEST 1/4 OF SECTION 6,
TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO

PROJECT NO.
21-147

DRAWN BY
J.S.G

DATE
10/12/2023

SHEET NO.
1 OF 1



AGENDA ITEM

ITEM TOPIC: Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 1 (ESMT-2023-0156)

Project Name (Subdivision):

Sagarra Subdivision

Sanitary Sewer & Water Main Easement Number:

1

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
Lynx Investments, LLLP (“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: _____

**EXHIBIT A
SAGARRA SUBDIVISION
WATER AND SEWER EASEMENT #1**

A water and sewer easement located in Lot 1, Block 3 of Linder Village Subdivision and for the proposed Sagarra Subdivision No. 2 and lying in the NW 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a copper cap being the southwest corner of said Lot 1 and located on the easterly right-of-way of N. Bergman Ave.; thence N.00°37'48"E. a distance of 128.33 feet along the Easterly right-of-way of N. Bergman Ave. to a point, said point also being the POINT OF BEGINNING;

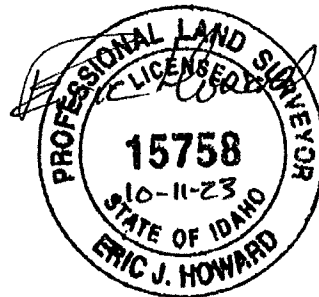
Thence N.00°37'48"E. a distance of 30.00 feet to a point;

Thence S.89°22'01"E. a distance of 43.75 feet to a point;

Thence S.00°37'59"W. a distance of 30.00 feet to a point;

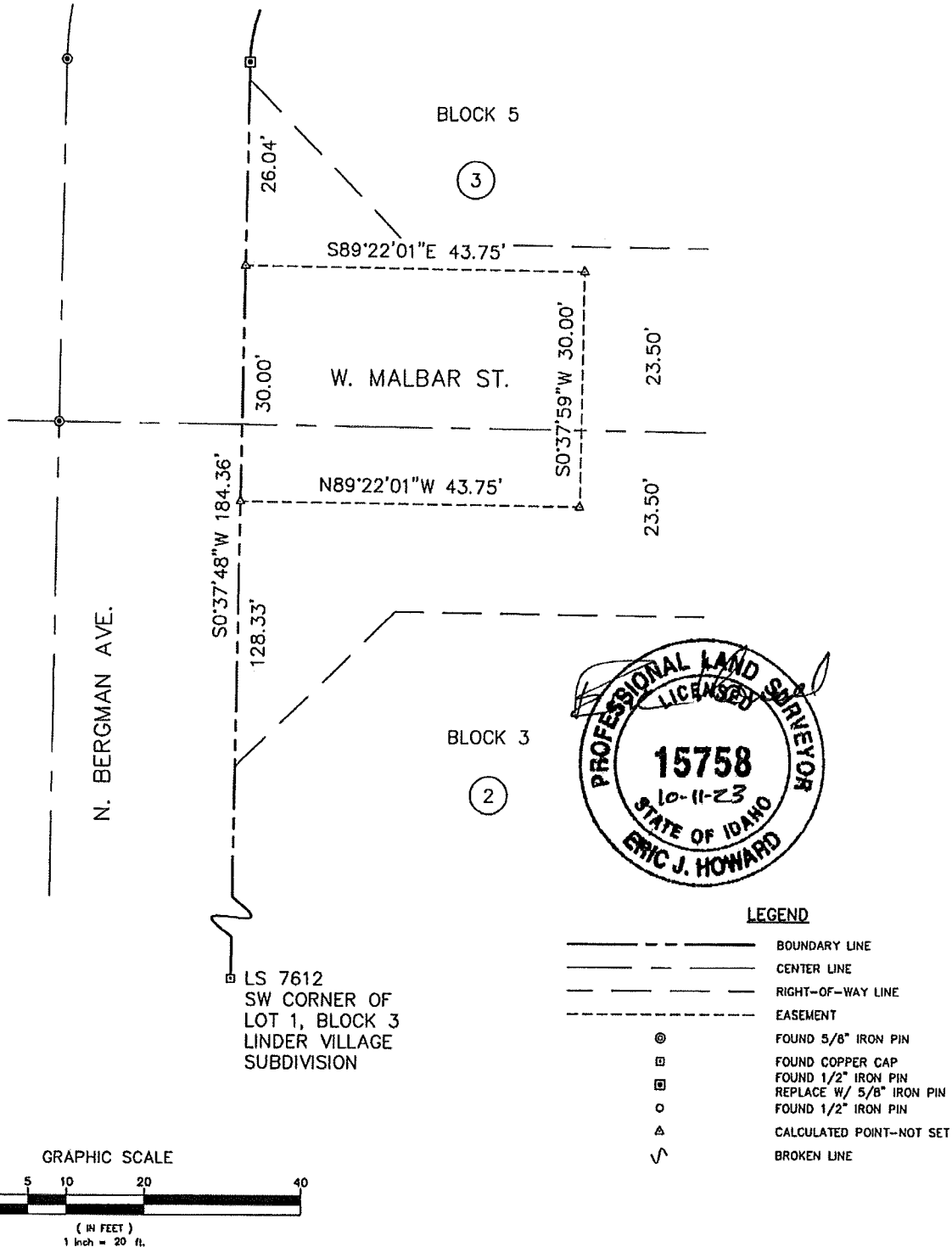
Thence N.89°22'01"W. a distance of 43.75 feet to a point also being the POINT OF BEGINNING.

Said parcel contains 0.03 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.



**EXHIBIT B
SAGARRA SUBDIVISION
WATER AND SEWER EASEMENT #1**

EXHIBIT DRAWING SHOWING A WATER AND SEWER
EASEMENT FOR SAGARRA SUBDIVISION LYING IN
THE NW 1/4 OF SECTION 25, T.4N., R.1W., B.M.,
ADA COUNTY, IDAHO, 2023.



LEGEND

- BOUNDARY LINE
- - - - - CENTER LINE
- . - . - RIGHT-OF-WAY LINE
- - - - - EASEMENT
- ⊙ FOUND 5/8" IRON PIN
- ⊠ FOUND COPPER CAP
- ⊡ FOUND 1/2" IRON PIN
- ⊢ REPLACE W/ 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- △ CALCULATED POINT-NOT SET
- √ BROKEN LINE



J.J. HOWARD

MAPPING / SURVEYING

2003 U. STATE OF, SEC. 9 / Boise, Idaho 83703 (208) 944-0017

DATE:
8/17/23

DESIGN BY:
CLS

CL S

SHEET: OF
1 1

SCALE:
1" = 20'

DRAWN BY:
CLS

DRAWING NO.
230408

SAGARRA SUBDIVISION



AGENDA ITEM

ITEM TOPIC: Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 2 (ESMT-2023-0157)

Project Name (Subdivision):

Sagarra Subdivision

Sanitary Sewer & Water Main Easement Number:

2

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
Sagarra Phase 1, LLC (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

THE GRANTOR covenants and agrees that Grantor 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: Sagarra Phase 1, LLC

By: Michael J. Slayin, Managing Member

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 10/13/2023 (date) by Michael J. Slavin (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 Sagarra Phase 1, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)



(stamp)

Shelley Smith
Notary Signature
My Commission Expires: 10/9/2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT A
SAGARRA SUBDIVISION
WATER AND SEWER EASEMENT #2

A water and sewer easement located in Lot 1, Block 3 of Linder Village Subdivision and for the proposed Sagarra Subdivision No. 2 and lying in the NW 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at an aluminum cap being the northwest corner of said Section 25 and located N.89°22'30"W. a distance of 2669.54 feet from an aluminum cap being the N 1/4 corner of said Section 25; thence S.89°22'30"E. a distance of 989.17 feet along the North line of said Section 25 to a point; thence S.00°37'30"W. a distance of 1084.47 feet to a point, said point also being the POINT OF BEGINNING;

Thence S.89°22'01"E. a distance of 285.15 feet to a point;

Thence S.65°13'55"E. a distance of 23.16 feet to a point;

Thence S.19°00'35"E. a distance of 19.26 feet to a point;

Thence S.00°37'29"W. a distance of 53.72 feet to a 1/2" iron pin;

Thence N.89°22'01"W. a distance of 20.00 feet to a point;

Thence N.00°37'59"E. a distance of 45.44 feet to a point;

Thence N.44°22'01"W. a distance of 8.34 feet to a point;

Thence N.89°22'01"W. a distance of 256.87 feet to a point;

Thence S.00°37'59"W. a distance of 51.33 feet to a point;

Thence N.89°22'01"W. a distance of 30.00 feet to a point;

Thence N.00°37'59"E. a distance of 81.33 feet to a point also being the POINT OF BEGINNING.

Said parcel contains 0.27 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

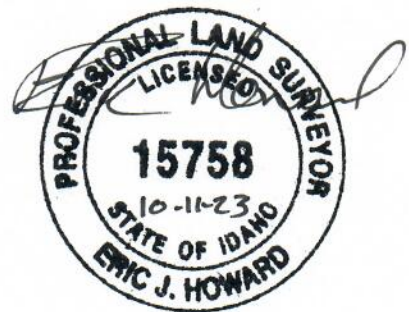


EXHIBIT B SAGARRA SUBDIVISION WATER AND SEWER EASEMENT #2

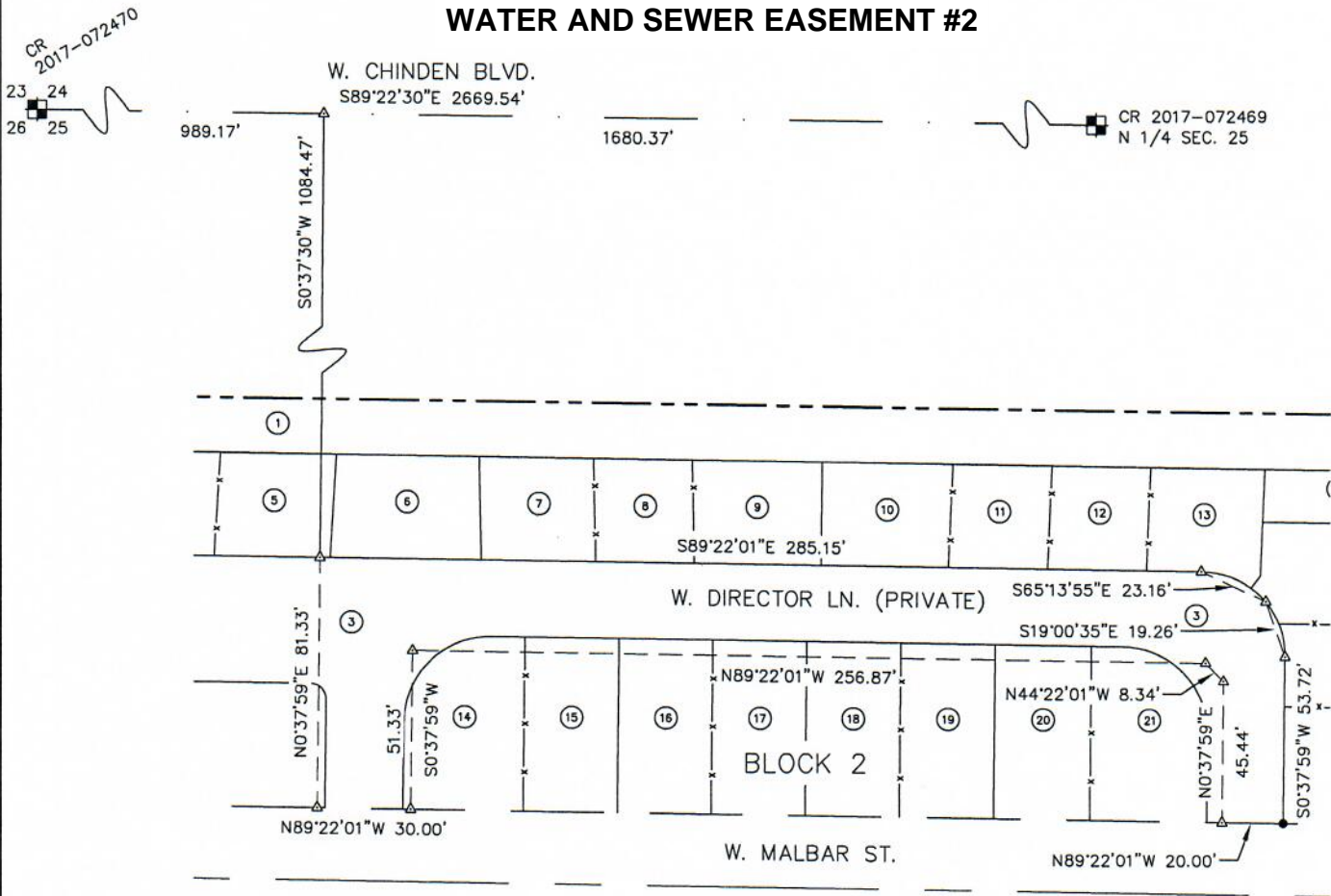
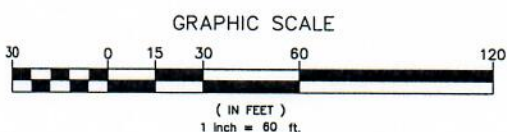


EXHIBIT DRAWING SHOWING A
PROPOSED WATER AND SEWER
EASEMENT OF SAGARRA SUBDIVISION
LYING IN THE NW 1/4 OF SECTION 25,
T.4N., R.1W., B.M., ADA COUNTY,
IDAHO, 2023.

LEGEND

---	BOUNDARY LINE
---	SECTION LINE
---	CENTER LINE
---	LOT LINE
x x x x x	LOT LINE - ZERO SETBACK
---	EASEMENT
---	RIGHT-OF-WAY



J.J. HOWARD

MAPPING / SURVEYING
3063 W. STATE ST., STE. B / Boise, Idaho 83703 (208) 844-0837

DATE:
10/02/23

DESIGN BY:
CLS



SHEET: OF
1 1

SCALE:
1" = 60'

DRAWN BY:
CLS

DRAWING NO.
230408

SAGARRA SUBDIVISION



AGENDA ITEM

ITEM TOPIC: Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 3 (ESMT-2023-0158)

Project Name (Subdivision):

Sagarra Subdivision

Sanitary Sewer & Water Main Easement Number:

3

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
Sagarra Phase 1, LLC (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

THE GRANTOR covenants and agrees that Grantor 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: Sagarra Phase 1, LLC

By: Michael J. Slavin, Managing Member

STATE OF IDAHO)

) SS

County of Ada)

This record was acknowledged before me on 10/13/23 (date) by Michael J. Slavin (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 Sagarra Phase 1, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)



Shelley Smith
Notary Signature
My Commission Expires: 12/31/2027

Notary Signature _____

My Commission Expires: 10/01/2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT A
SAGARRA SUBDIVISION
WATER AND SEWER EASEMENT #3

A water and sewer easement located in Lot 1, Block 3 of Linder Village Subdivision and for the proposed Sagarra Subdivision No. 2 and lying in the NW 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at an aluminum cap being the northwest corner of said Section 25 and located N.89°22'30"W. a distance of 2669.54 feet from an aluminum cap being the N 1/4 corner of said Section 25; thence S.89°22'30"E. a distance of 1637.16 feet along the North line of said Section 25 to a point; thence S.00°37'30"W. a distance of 1084.56 feet to a point, said point also being the POINT OF BEGINNING;

Thence S.66°52'01"E. a distance of 36.89 feet to a point;

Thence S.21°52'01"E. a distance of 40.92 feet to a point;

Thence S.00°37'59"W. a distance of 29.41 feet to a 1/2" iron pin;

Thence N.89°22'01"W. a distance of 20.00 feet to a point;

Thence N.00°37'59"E. a distance of 25.44 feet to a point;

Thence N.21°52'01"W. a distance of 28.03 feet to a point;

Thence N.89°22'01"W. a distance of 261.90 feet to a point;

Thence S.32°35'20"W. a distance of 16.64 feet to a point;

Thence S.00°37'59"W. a distance of 37.21 feet to a point;

Thence N.89°22'01"W. a distance of 30.00 feet to a 1/2" iron pin;

Thence N.00°37'59"E. a distance of 59.03 feet to a point;

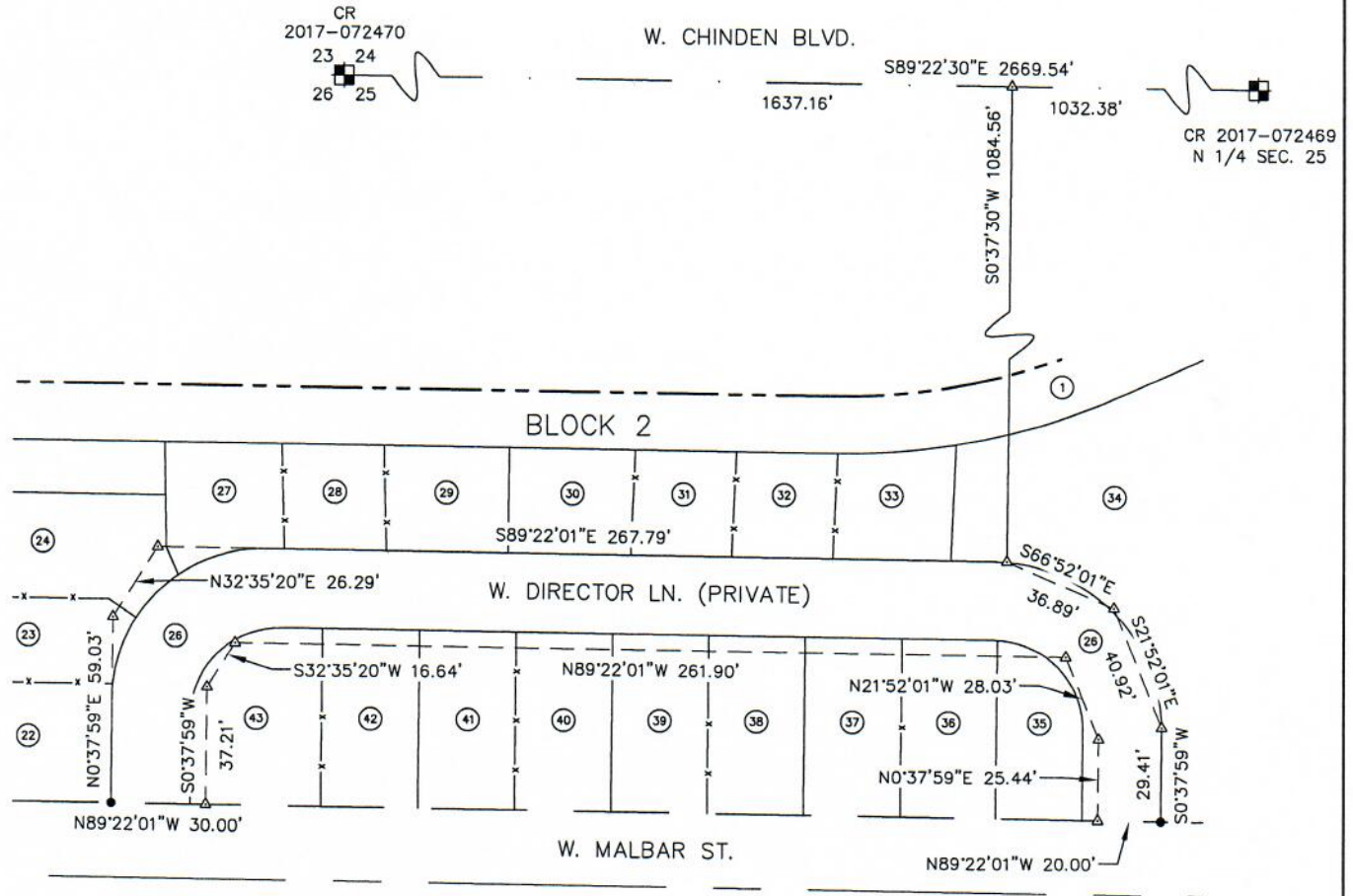
Thence N.32°35'20"E. a distance of 26.29 feet to a point;

Thence S.89°22'01"E. a distance of 267.79 feet to a point also being the POINT OF BEGINNING.

Said parcel contains 0.27 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

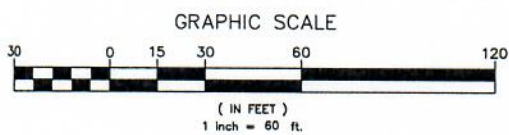


EXHIBIT B **SAGARRA SUBDIVISION** **WATER AND SEWER EASEMENT #3**



LEGEND

	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	LOT LINE
	LOT LINE - ZERO SETBACK
	EASEMENT
	RIGHT-OF-WAY



<p>J.J. HOWARD MAPPING / SURVEYING <small>SHARV M. SINGH SR., SEC. 9 / Idaho, License 63703 (2016) 046-0617</small></p>	DATE: 10/03/23	DESIGN BY: CLS	SHEET: OF 1 1	SAGARRA SUBDIVISION
	SCALE: 1" = 60'	DRAWN BY: CLS	DRAWING NO. 230408	



AGENDA ITEM

ITEM TOPIC: Final Plat for Prairiefire Subdivision (FP-2023-0023) by Kent Brown Planning Services, located at 3539 N. Locust Grove Rd., near the northwest corner of E. Ustick Rd. and N. Locust Grove Rd.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



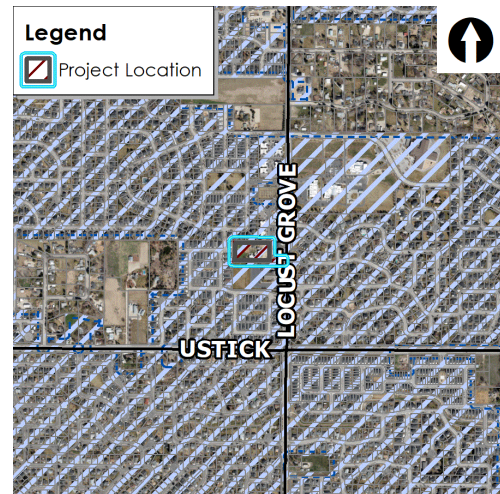
HEARING DATE: November 8, 2023

TO: Mayor & City Council

FROM: Stacy Hersh, Associate Planner
208-884-5533

SUBJECT: Prairiefire Subdivision - FP
[FP-2023-0023](#)

LOCATION: 3539 N. Locust Grove Road, in the
Southeast 1/4 of the Southeast 1/4 of
Section 31, T.4N., R.1E.



I. PROJECT DESCRIPTION

The Applicant requests approval of a final plat consisting of 21 single-family residential buildable lots and 1 common lot on 3.16 acres of land in the R-8 zoning district.

II. APPLICANT INFORMATION

A. Applicant:

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

B. Owner:

Mitch Armuth, Providence Properties, LLC – 701 S. Allen Street, Str. 104, Meridian, ID 83642

C. Representative:

Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2022-0053) in accord with the requirements listed in UDC 11-6B-3C.2.

In order for the proposed final plat to be deemed in substantial compliance with the approved preliminary plat as set forth in UDC 11-6B-3C.2, the number of buildable lots cannot increase and the amount of common area cannot decrease. Staff has reviewed the proposed final plat and the number of buildable lots has decreased from 22 buildable lots to 21 buildable lots and the

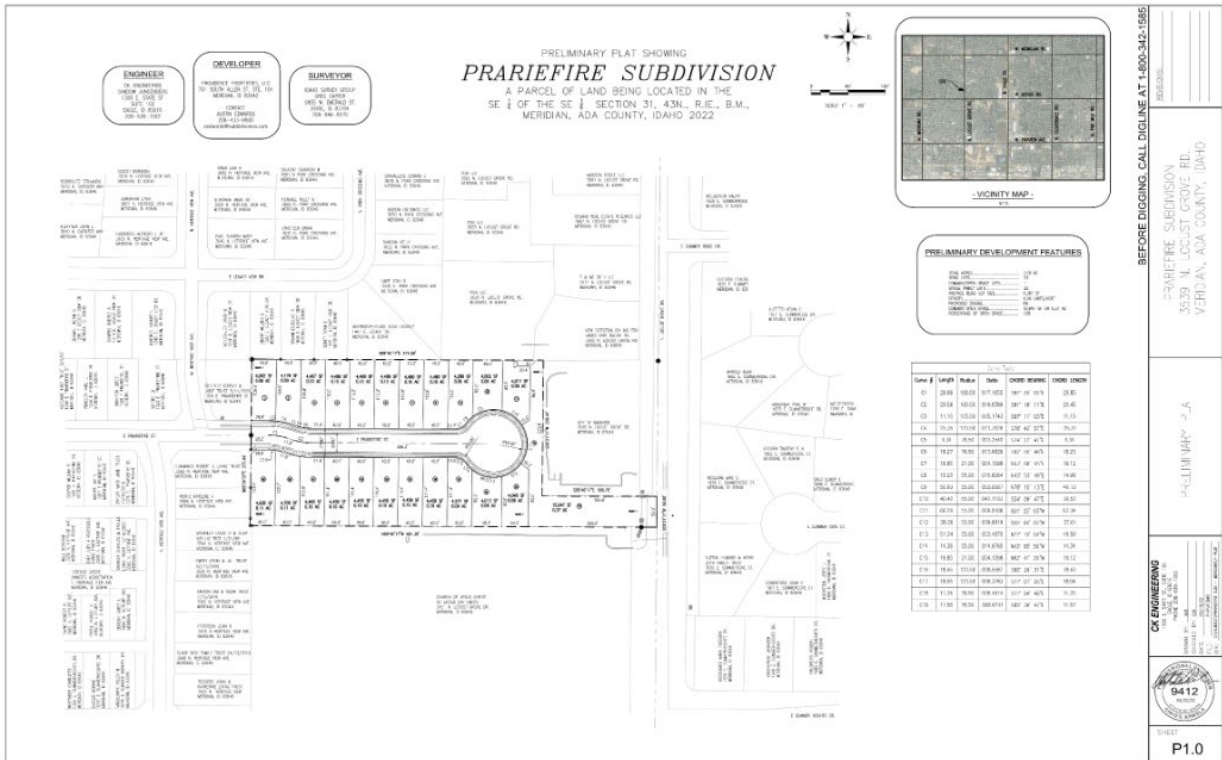
amount of common open space area is the same. Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

IV. DECISION

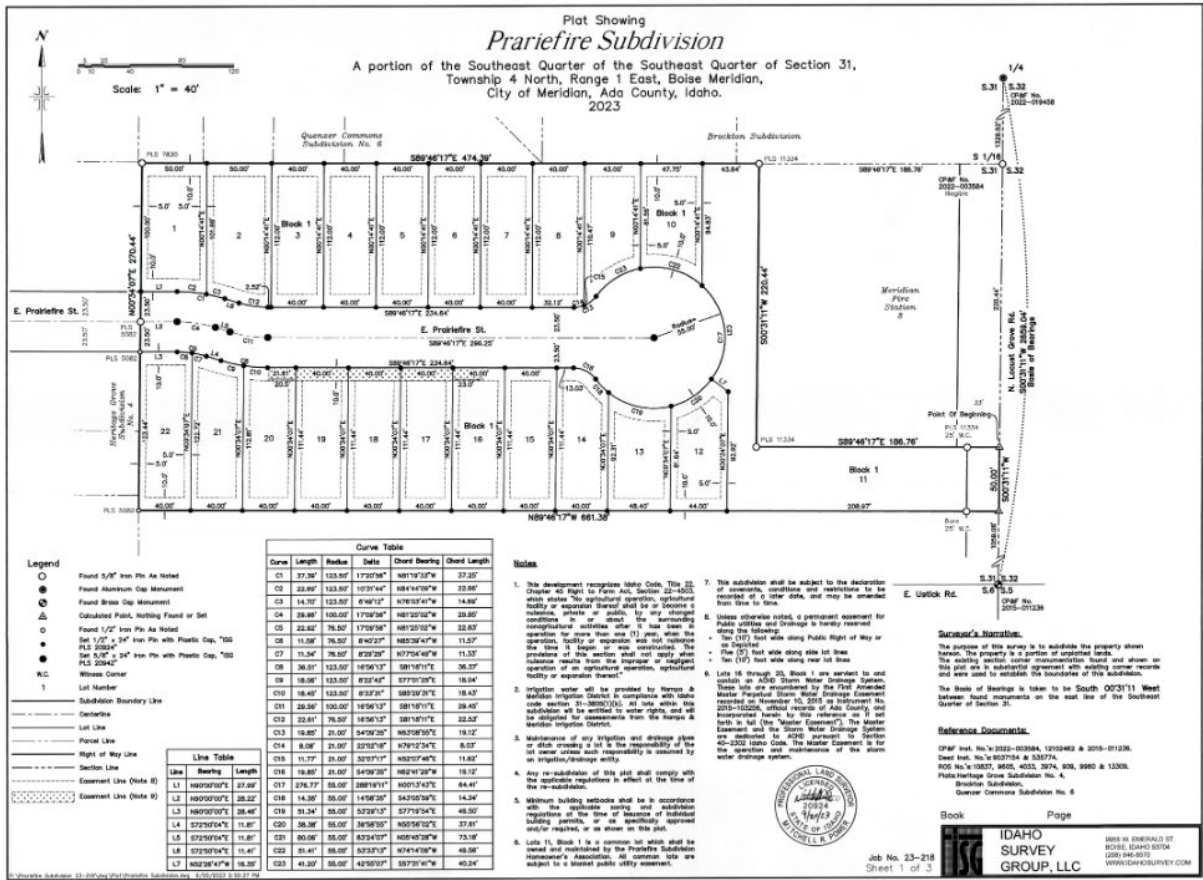
Staff recommends approval of the proposed final plat per the conditions noted in Section VI of this report.

V. EXHIBITS

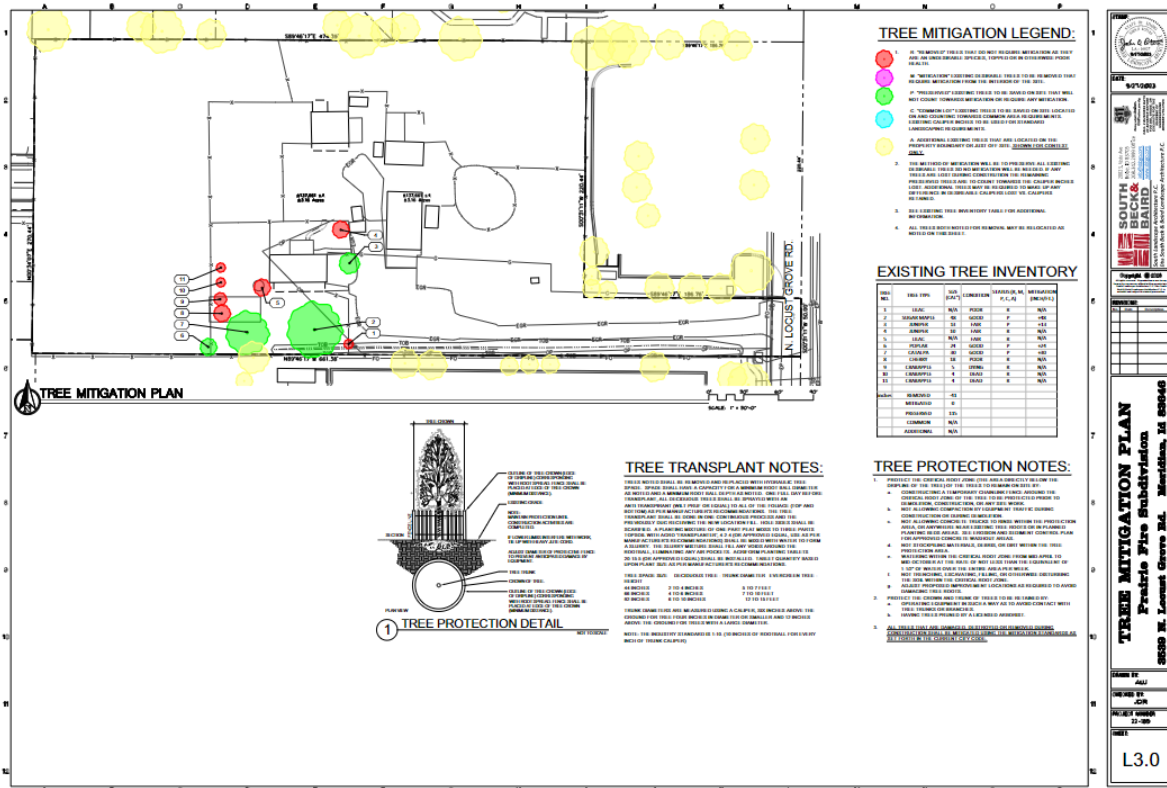
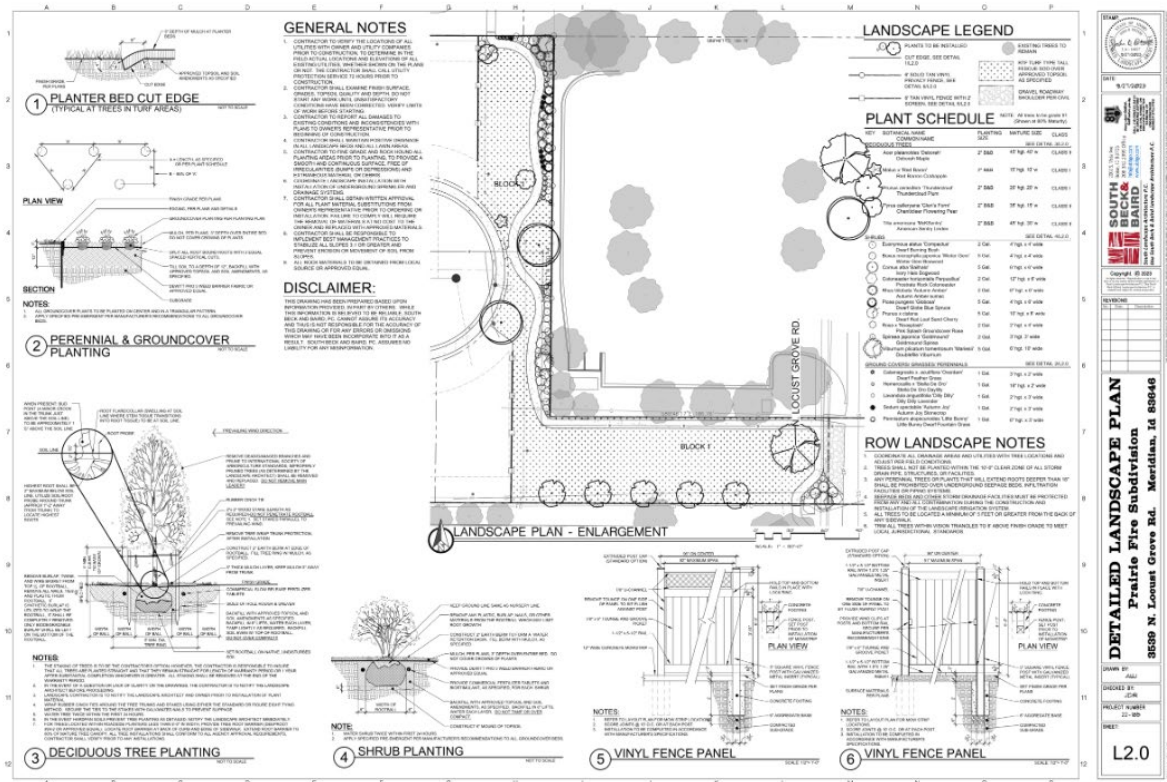
A. Preliminary Plat (dated: 4/22/2022)



B. Final Plat (dated: 9/20/23)



C. Landscape Plan (dated: 9/27/23)



D. Conceptual Elevations

Preliminary Prairiefire Home Elevation Examples



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-2022-0053 (Development Agreement Inst. #2023-033829)].
2. The applicant shall obtain the City Engineer's signature on the subject final plat within two years of City Council's approval of the preliminary plat (December 20, 2024) in order for the preliminary plat to remain valid; *or* apply for a time extension, in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgment signed and notarized.
4. The final plat prepared by Idaho Survey Group, LLC. stamped by Mitchell R. Power, dated: 9/20/2023, included in Section V.B shall be revised as follows:
 - a. Note #7: Include the recorded instrument of the Prairiefire Subdivision Homeowners' Association Master Declaration of Covenants, Conditions, and Restrictions on the recorded plat.
 - b. Add a Note: "The subdivision is subject to the existing Development Agreement and include the DA instrument number (DA Inst. #2023-033829)."
5. The landscape plan prepared by Olivia Landscape Design dated: 1/20/2023, included in Section V.C, shall be revised as follows:
 - a. Depict landscaping along the micropath in accord with the standards listed in [UDC 11-3B-12C](#); the landscape strips shall be planted with a mix of trees, shrubs, lawn, and/or other vegetative ground cover.
 - b. Depict a 25-foot landscape buffer adjacent to N. Locust Grove Road (commercial arterial) in accordance with [UDC 11-3B-7C.3](#); the landscape strips shall be planted with a mix of trees, shrubs, lawn, and/or other vegetative ground cover.
 - c. Revise the fencing detail along the common lot and micro path to include a 4-foot solid vinyl fence with 2-feet of open vision pickets in accordance with UDC 11-3A-7.
6. Direct lot access to N. Locust Grove Road is prohibited in accordance with UDC 11-3A-3.
7. Homes with bonus rooms constructed on Lots 1-10, Block 1 abutting the Quenzer Commons Subdivision along the north boundary shall only have second-story windows on the street-facing elevations.
8. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2a-6 for the R-8 zoning district.
9. Off-street parking is required to be provided for all residential units in accordance with the standards listed in [UDC Table 11-3C-6](#) based on the number of bedrooms per unit.
10. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
11. Off-street parking is required to be provided for residential uses in accord with the standards listed in UDC Table 11-3C-6 based on the number of bedrooms per unit.

12. The Applicant shall comply with all conditions of ACHD.
13. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B.
14. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.

B. Public Works

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309402&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: License Agreement Between the Nampa & Meridian Irrigation District and the City of Meridian for Multi-Use Pathway in Aviation Subdivision

AGREEMENT

AGREEMENT, made and entered into this ____ day of _____, 2023, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District," and

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho

hereinafter referred to as the "City,"

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Pathway Agreement For Developing and Maintaining Pathways for public use along and across some of the District's ditches and within some of the District's easements and fee title lands dated December 19, 2000, recorded as Instrument No. 100102999, records of Ada County, Idaho, hereinafter referred to as the "Master Pathway Agreement;" and,

WHEREAS, the District and the City intended by entering the Master Pathway Agreement to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities; to enhance the City's pathway planning through early consultation between the City and the District; to establish a process for the City's submission of pathway requests and the District's consideration of such requests; and to provide the general conditions for the District's approval and authorization of pathway requests affecting the District's ditches, property, operations and maintenance; and,

WHEREAS, the District grants to the City the right develop pathways to encroach within the District's easements and/or fee title property along and across the District's ditches, canals and easements/fee title property therefor upon the terms and conditions of said Master Pathway Agreement and after the execution of an agreement for each proposed crossing and encroachment; and,

WHEREAS, the City is the owner of the real property easement / right of way that is servient to the District's easement/fee title property particularly described in the "Legal Description" attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or drain known as the PURDAM DRAIN (hereinafter referred to as "ditch or drain") together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or drain, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and

WHEREAS, the City desires approval to construct, install, operate and maintain: 1) a five foot (5') pedestrian pathway across and over the piped Purdam Drain and within the District's easement for the Purdam Drain, under the terms and conditions of said Master Pathway Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Pathway Agreement, the parties hereto agree as follows:

1. The City may construct, operate, maintain and repair: 1) a five foot (5') pedestrian pathway across and over the piped Purdam Drain and within the District's easement for the Purdam Drain, within Aviation Subdivision, located northwest of the intersection of Franklin Road and Black Cat Road in Meridian, Ada County, Idaho.

2. Any construction, widening or crossing of said ditch or drain shall be performed in accordance with the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The permitted hours of use of the pathway shall be from one half hour before sunrise and one half hour after sunset.

4. The parties hereto incorporate in and make part of this Agreement all the covenants, conditions, and agreements of said Master Pathway Agreement unchanged except as the result of the provisions of this Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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

Notary Public for _____
Residing at _____, _____
My Commission Expires: _____

EXHIBIT A
Legal Description

A right-of-way/easement located at or near Aviation Subdivision in the W1/2 of the SW1/4 of Section 10, Township 3 North, Range 1 West, B.M., Meridian, Ada County, Idaho as more specifically described/depicted in Exhibit A-1 attached hereto and by this reference incorporated herein.

EXHIBIT B
Location of Property/Drain

See Exhibit C-1 attached hereto.

EXHIBIT C
Special Conditions

- a. The location and construction of the pathway shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. Licensee acknowledges that the District's easement for the Purdam Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 100 feet, 50 feet to either side of the centerline for this section of the Purdam Drain.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

Project Name (Subdivision):
Aviation Subdivision

ESMT-2023-0100

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this 5th day of September, 2023 between Aviator Park LLC, hereinafter referred to as "Grantor, and the City of Meridian, an Idaho Municipal corporation, hereinafter referred to as "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,

then, to such extent such 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 it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

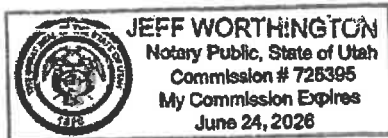
GRANTOR:



STATE OF ~~IDAHO~~)
Utah) ss
County of ~~Ada~~)
Salt Lake)

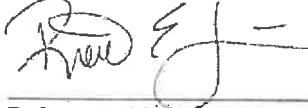
This record was acknowledged before me on 13 July, 2021 (date) by Larry Jordan
(name of individual), [complete the following if signing in a representative capacity, or strike
the following if signing in an individual capacity] on behalf of Alignor Park LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Manager (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 6-24-2026

GRANTEE: CITY OF MERIDIAN



Robert E. Simison, Mayor 9-5-2023



Attest by Chris Johnson, City Clerk 9-5-2023

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 9-5-2023 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

CHARLENE WAY
COMMISSION No. 67390
NOTARY PUBLIC
STATE OF IDAHO



Notary Signature

My Commission Expires: 3-28-2028

EXHIBIT A
LEGAL DESCRIPTION
CITY OF MERIDIAN PEDESTRIAN PATHWAY EASEMENT
AVIATION SUBDIVISION

A portion of the West ½ of the Southwest ¼ of Section 10, Township 3 North, Range 1 West of the 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, Townships 3 North, Range 1 West, Boise-Meridian, from which the ¼ corner common to said Sections 9 and 10 bears North 0°38'55" East, 2653.02 feet; thence on the west boundary line of said Section 10, North 0°38'55" East, 1621.66 feet to the south boundary line of the railroad right-of-way sidewalk easement; thence on said south boundary line, South 88°26'12" East, 495.23 feet to the westerly boundary of Aviation Subdivision, thence continuing South 88°26'12" East 824.15 feet along the south boundary line of the railroad right-of-way sidewalk easement to the easterly boundary of Aviation Subdivision, thence South 00°36'35" West 383.01 feet along the easterly boundary of Aviation Subdivision to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement, thence along said right-of-way sidewalk easement a distance of 34.97 feet North 89°15'50" West to the tangent point of a curve, thence along said right-of-way sidewalk easement a distance of 18.04 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of South 1°56'59" West and a long chord bearing South 89°45'40" West a distance of 18.04 feet to another point along north side of the proposed ACHD right-of-way sidewalk easement, thence continuing along said right-of-way sidewalk easement a distance of 25.01 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of South 2°42'15" West and a long chord bearing South 87°26'03" West a distance of 25.01 feet to the **REAL POINT OF BEGINNING**;

Thence, leaving said right-of-way sidewalk easement boundary, North 00°41'02" East, 48.82 feet to a point of curvature on a curve;

Thence a distance of 3.72 feet along the arc of a 6.31 foot radius non-tangent curve, said curve having a central angle of North 33°46'13" East and a long chord bearing North 17°34'09" East a distance of 3.67 feet to a point of reverse curvature;

Thence a distance of 19.36 feet along the arc of a 50.20 foot radius non-tangent curve, said curve having a central angle of North 22°06'00" East and a long chord bearing North 23°24'16" East a distance of 19.24 feet to a point;

Thence North 00°36'35" East, 229.03 feet to a point of curvature;

Thence a distance of 45.79 feet along the arc of a 30.00 foot radius non-tangent curve, said curve having a central angle of North 87°27'18" West and a long chord bearing North 43°07'04" West a distance of 41.47 feet to a point;

Thence North 86°50'43" West, 217.19 feet to a point;

Thence North 88°35'09" West, 89.63 feet to a point of curvature;

Thence a distance of 22.37 feet along the arc of a 30.00 foot radius non-tangent curve, said curve having a central angle of South 42°43'33" West and a long chord bearing South 70°03'04" West a distance of 21.86 feet to a point;

Thence South 48°41'18" West, 21.00 feet to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement;

thence along said right-of-way sidewalk easement a distance of 13.15 feet along the arc of a 68.00 foot radius non-tangent curve, said curve having a central angle of South 11°04'41" East and a long chord bearing South 57°20'05" East a distance of 13.13 feet to another point along the North side of the proposed ACHD right-of-way sidewalk easement

Thence, leaving said right-of-way sidewalk easement boundary, North 48°41'18" East, 16.91 feet to a point of curvature on a curve;

Thence a distance of 13.36 feet along the arc of a 17.91 foot radius non-tangent curve, said curve having a central angle of North 42°43'33" East and a long chord bearing North 70°03'04" East a distance of 13.05 feet to a point;

Thence South 88°35'09" East, 89.44 feet to a point;

Thence South 86°50'43" East, 217.01 feet to a point of curvature;

Thence a distance of 27.34 feet along the arc of a 17.91 foot radius non-tangent curve, said curve having a central angle of South 87°27'18" East and a long chord bearing South 43°07'04" East a distance of 24.76 feet to a point;

Thence South 00°36'35" West, 227.07 feet to a point of curvature;

Thence a distance of 13.33 feet along the arc of a 35.22 foot radius non-tangent curve, said curve having a central angle of South 21°41'27" West and a long chord bearing South 24°17'34" West a distance of 13.25 feet to a point of reverse curvature;

Thence a distance of 11.14 feet along the arc of a 18.17 foot radius non-tangent curve, said curve having a central angle of South 35°08'18" West and a long chord bearing South 17°34'09" West a distance of 10.97 feet to a point of reverse curvature;

Thence South 00°36'36" West, 49.78 feet to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement;

Thence along said right-of-way sidewalk easement a distance of 12.08 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of North 1°18'20" East and a long chord bearing North 85°25'45" East a distance of 12.08 feet to the **REAL POINT OF BEGINNING**

This easement contains 8,486 square feet (0.195 acres) more or less and is subject to any other easements existing or in use.

1/4
S.9 S.10
1031.35'

S88°26'12"E
496.23

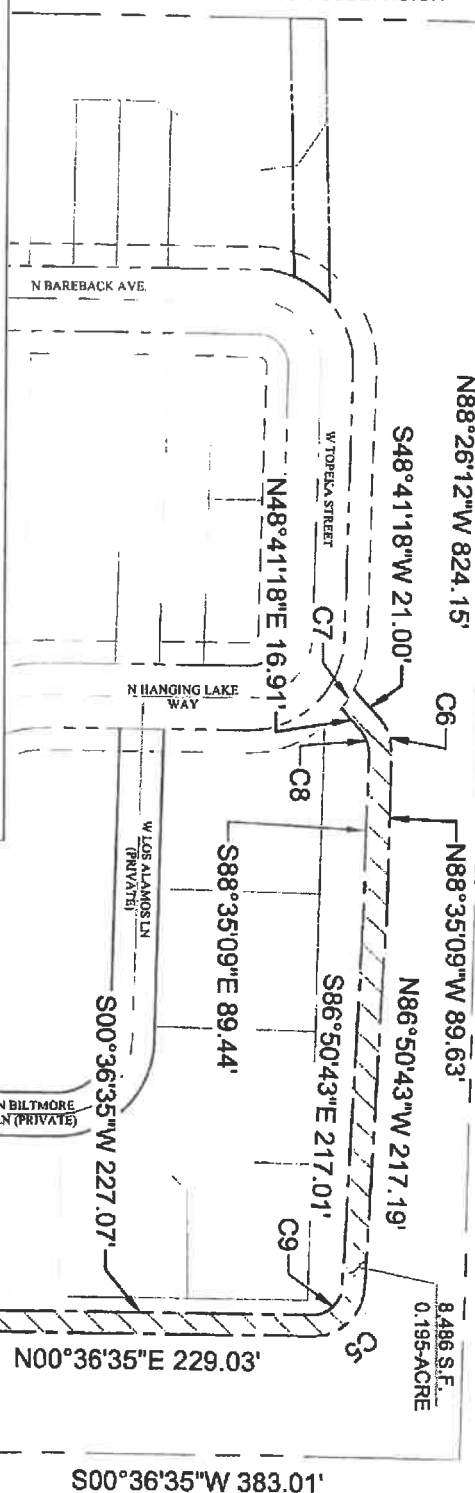
UNION PACIFIC RAILROAD

CITY OF MERIDIAN PEDESTRIAN PATHWAY EASEMENT
AVIATION SUBDIVISION
LOCATED IN THE W1/2 OF THE SW1/4 OF SECTION 10, T.3N., R.1W., B.M.,
ADA COUNTY, IDAHO



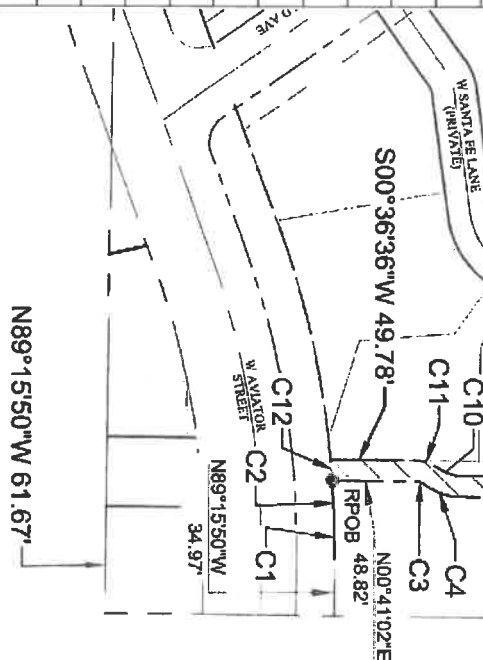
BASIS OF BEARING
N00°36'55"E 2653.02'
1621.66'

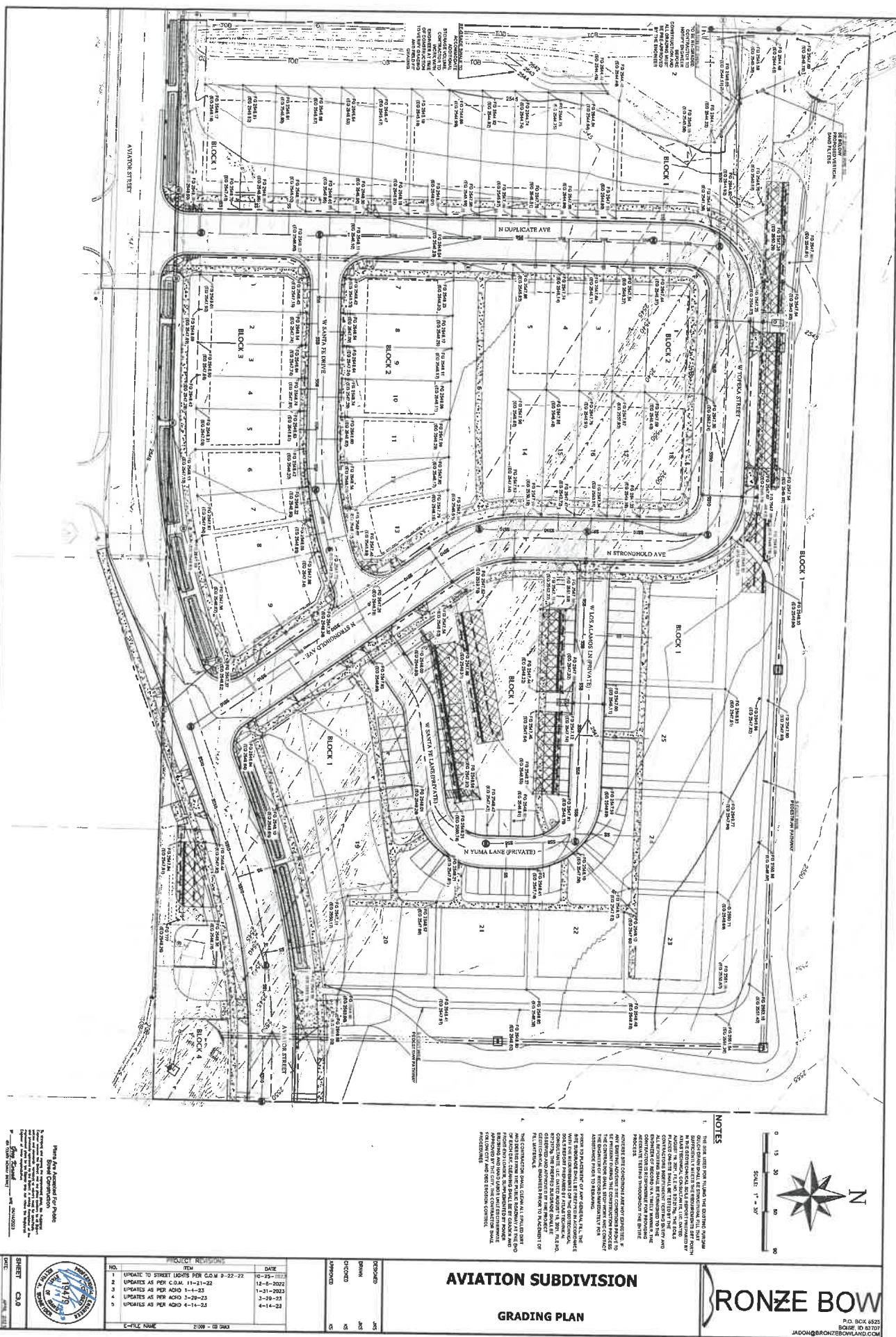
HENSLEY STATION SUBDIVISION



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	18.04'	530.00'	156°59"	S89°45'40"W	18.04'
C2	25.01'	530.00'	2°42'15"	S87°26'03"W	25.01'
C3	3.72'	6.31'	33°46'13"	N17°34'09"E	3.67'
C4	19.36'	50.20'	22°06'00"	N23°24'16"E	19.24'
C5	45.79'	30.00'	87°27'18"	N43°07'04"W	41.47'
C6	22.37'	30.00'	42°43'33"	S70°03'04"W	21.86'
C7	13.15'	68.00'	11°04'41"	S57°20'05"E	13.13'
C8	13.36'	17.91'	42°43'33"	N70°03'04"E	13.05'
C9	27.34'	17.91'	87°27'18"	S43°07'04"E	24.76'
C10	13.33'	35.22'	21°41'27"	S24°17'34"W	13.25'
C11	11.14'	18.17'	35°08'18"	S17°34'09"W	10.97'
C12	12.08'	530.00'	1°18'20"	N85°25'45"E	12.08'







AGENDA ITEM

ITEM TOPIC: License Agreement with J.R. Simplot Company for Pathway from Reflection Ridge to Mary McPherson Elementary School



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Emily Kane, Deputy City Attorney **Meeting Date:** November 8, 2023
Presenter: David Miles, Chief of Staff **Estimated Time:** .5 minutes
Topic: License Agreement with J.R. Simplot Company for Pathway from Reflection Ridge to Mary McPherson Elementary School

Recommended Council Action:

Approve license agreement for Mayor's signature.

Background:

As discussed with City Council at its October 17, 2023 work session, this agreement conveys a license from the J.R. Simplot Company allowing the Parks and Recreation Department to construct and maintain a pathway from the Reflection Ridge Subdivision, across the Simplot Company's undeveloped parcel, to Mary McPherson Elementary School, in order to provide important connectivity for children walking to school.

Please note that this agreement contains the following provision (§ 2), per the grantor's requirement:

The parcel containing the License Area shall not be annexed into the City of Meridian without Grantor's (or successor land owner's) written consent. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the License granted hereunder shall not be considered, interpreted or construed as a pathway identified on the City's Master Pathway Plan for purposes of future dedication of an easement as it may relate to any annexation or otherwise. This Section 2 shall survive any termination of this Agreement.

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) dated as of the ____ day of _____, 2023, (the Effective Date”) by and between J. R Simplot Company, a Nevada corporation (“Grantor”), of 1099 West Front Street, Boise, Idaho 83702 and the City of Meridian, an Idaho Municipal corporation (“Grantee”) of 33 E. Broadway Avenue, Meridian, Idaho 83642 (collectively, “Parties”).

WHEREAS, Grantor is the fee owner of certain real property located in Ada County, Idaho adjacent to Mary McPherson Elementary School; and

WHEREAS, Grantee is requesting a 14 foot wide public pedestrian access across Grantor’s real property parallel with and adjacent to the east side of the Farr Lateral, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“License Area”); and

WHEREAS, Grantee intends to use the License Area as a recreational pathway and alternate route for the public to reach Mary McPherson Elementary School; and

WHEREAS, Grantor is willing to grant to Grantee a revocable license across the License Area provided Grantee completes its construction of the pathway on or before April 24, 2024 (“Pathway Construction Deadline”);

NOW, THEREFORE, based upon the preceding recitals which are incorporated herein, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Grantor hereby grants to Grantee, a non-exclusive revocable license (“**License**”) about, over, and through the License Area for a nonmotorized public pedestrian pathway. This Agreement shall be revocable starting on the Effective Date and continuing perpetually until terminated. Grantor may terminate this Agreement by providing Grantee with no less than 30 days advance written notice. The License shall expire upon annexation of the parcel containing the License Area.

2. **Limitations.** The parcel containing the License Area shall not be annexed into the City of Meridian without Grantor’s (or successor land owner’s) written consent. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the License granted hereunder shall not be considered, interpreted or construed as a pathway identified on the City’s Master Pathway Plan for purposes of future dedication of an easement as it may relate to any annexation or otherwise. This Section 2 shall survive any termination of this Agreement.

3. **Access to License Area.** Grantee may access the License Area twenty-four (24) hours a day seven (7) days per week. Grantee shall not disturb Grantor’s use of its adjacent real property. Grantee shall not disturb Grantor or any other occupants’ use of the license area.

4. **Maintenance and Repair.** Grantee shall have the right, but not the obligation to

maintain the License Area and to remove any snow and maintain the route for public use and access at all times. Notwithstanding the foregoing, Grantee shall have the obligation to promptly repair or compensate Grantor for any loss or damage to its adjacent real property or the License Area arising from or related to Grantee's or the public's use under this Agreement. Any improvements, repairs and/or maintenance made over, under, in, across, and upon the License Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of Grantor's adjacent real property or the License Area. In no event shall Grantor have any obligation to maintain or repair any portion of the License Area for Grantee's or the public's benefit.

5. **Temporary Construction Easement.** To accommodate the construction of Grantee's pathway, Grantee may temporarily use a strip of land eight feet (8') wide along and adjacent to the east side of the License Area. Further, Grantor hereby conveys two temporary easements for storage of construction materials ("Temporary Construction Easements"), one at the point of beginning and one the point of terminus of the License Area, as described and shown on **Exhibit B**, attached hereto and made a part hereof (together, "Temporary Construction Easement Area"). The Temporary Construction Easement shall be effective beginning on the Effective Date and continuing until construction is complete or the Pathway Construction Deadline, whichever first occurs. Upon the completion of construction, Grantee shall restore the Temporary Construction Easement Area to its pre-existing slope and contour and shall re-seed the Temporary Construction Easement Area with a seed blend approved by Grantor.

6. **Reservation of Rights.** Grantor shall not erect or maintain or otherwise improve the License Area in way that may cause damage to same or unreasonably interfere with Grantee's intended use of the License Area. Grantor, however, hereby expressly reserves to itself, its heirs, executors, administrators, personal representatives, and assigns, all uses of the land upon which the License Area is located. If Grantee installs a fence or fences on one or both sides of the License Area, at Grantee's expense, Grantee shall install a gate or gates no less than 24 feet wide each on both sides of the License Area where it crosses the buried section of the Farr Lateral for Grantor's use in crossing the License Area with vehicles and equipment to and from Grantor's real property located adjacent to and on both sides of the License Area. Grantor may relocate the License Area should Grantor deem the route interferes with Grantor's use of its real property. In such event, the pathway and any other improvements constructed by Grantee shall be removed at the expense of Grantee from the Licensed Area.

7. **Representations and Warranties.** Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to grant the license to Grantee; (b) such grant of the license and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof.

8. **Liability.** Grantee shall hold harmless Grantor from any claims and all liability for personal injuries, property damage, or for loss of life resulting from or arising out of Grantee's or the public's access to, or use of the License Area or Temporary Construction Easements. Notwithstanding the foregoing, the Parties agree that the License Area shall be subject to remain open to the public for recreational purposes, that neither Grantor nor Grantee shall charge individual members of the public for such access, and that the provisions of Idaho Code section 36-1604, regarding recreational immunity, shall therefore apply to limit the liability of both

Grantor and Grantee. This Agreement shall not be assigned by Grantee without the prior written consent of Grantor.

9. **Notices.** Any notice or report under this Agreement shall be sent to the parties at the addresses respectively listed above, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be made by certified mail or overnight courier properly addressed and postage prepaid. Any notice to Grantor shall be sent to the attention of its corporate secretary.

10. **Counterparts; Amendments.** This Agreement may be executed electronically and in counterparts, and when executed and delivered by all Parties in person, by facsimile or email pdf, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each Party hereto. If amended or modified as permitted by this Section 8, the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

11. **Governing Law.** This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Idaho, without regard to principles of conflicts of laws.

12. **Further Assurances.** Each party agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any parties' obligations hereunder or materially decrease any parties' rights hereunder.

13. **No Recording.** Neither this Agreement nor any memorandum of this Agreement shall be recorded in the property records of the Ada County, Idaho unless Grantor expressly consents in writing.

14. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND WITH BENEFIT OF COUNSEL WAIVE ANY RIGHT TO DEMAND OR OBTAIN A TRIAL BY JURY IN ANY ACTION, CASE, OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS PROVISION SHALL SURVIVE INDEFINITELY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

J. R. Simplot Company

By: _____

Name: James B. Alderman

Senior Vice President and Secretary

GRANTEE:

City of Meridian

Attest:

By: _____

Robert E. Simison

Mayor

Chris Johnson

City Clerk

Exhibit A



100 East Bower Street, Suite 110
Meridian, ID 83642

(208)-288-1992

DESCRIPTION FOR MARY MCPHERSON PATHWAY LICENSE AGREEMENT

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

A strip of land, said strip being 14.00 feet wide, 7.00 feet on each side of the following described centerline:

COMMENCING at a brass cap marking the South 1/4 corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2147483647 at the Ada County Recorder, from which the Southeast corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2023035351 at the Ada County Recorder, bears N 89°49'22" E 2,639.90 feet;

thence along said 1/4 Section line N 89°49'22" E 468.37 feet to the Southwest corner of a parcel of land described in a Deed of Gift recorded as Instrument Number 618487 at the Ada County Recorder;

thence leaving said 1/4 Section line and along the West boundary of said Deed of Gift N 01°45'41" W 572.79 feet to the Northwest corner of said Deed of Gift;

thence along the North boundary of said Deed of Gift N 89°50'23" E 28.43 feet to the centerline of said strip and the **POINT OF BEGINNING**;

thence along said centerline the following (4) courses:

thence leaving the North boundary of said Deed of Gift N 34°32'19" W 803.41 feet;

thence 38.34 feet along a tangent curve to the right having a radius of 50.00 feet, a central angle of 43°55'52", and a long chord that bears N 12°34'23" W a chord distance of 37.40 feet;

thence 38.22 feet along a reverse curve to the left having a radius of 30.70 feet, a central angle of 71°19'45", and a long chord that bears N 26°16'20" W a chord distance of 35.80 feet;

thence 3.14 feet along a reverse curve to the right having a radius of 33.70 feet, a central angle of 05°20'20", and a long chord that bears N 59°16'03" W a chord distance of 3.14 feet to the East boundary of Lot 23, Block 14 of Reflection Ridge Subdivision No. 6, recorded as Instrument Number 2017058529 Book 112 Pages 16208-16212 at the Ada County Recorder, and the **TERMINUS** of said centerline.

The sidelines of said license agreement area shall be prolonged or shortened to conform with the grantor's property lines.

Containing 0.284 acres, more or less.

END OF DESCRIPTION



Exhibit B

100 East Bower Street, Suite 110
Meridian, ID 83642

(208)-288-1992

Together with the following temporary construction easements:

DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT #1

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the South 1/4 corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2147483647 at the Ada County Recorder, from which the Southeast corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2023035351 at the Ada County Recorder, bears N 89°49'22" E 2,639.90 feet;

thence along said 1/4 Section line N 89°49'22" E 468.37 feet to the Southwest corner of a parcel of land described in a Deed of Gift recorded as Instrument Number 618487 at the Ada County Recorder;

thence leaving said 1/4 Section line and along the West boundary of said Deed of Gift N 01°45'41" W 572.79 feet to the Northwest corner of said Deed of Gift;

thence along the North boundary of said Deed of Gift N 89°50'23" W 36.92 feet to the **POINT OF BEGINNING**;

thence leaving said North boundary N 34°32'19" W 48.47 feet;

thence N 89°50'23" E 70.00 feet;

thence S 00°09'37" E 40.00 feet to the North boundary of said Deed of Gift;

thence along said North boundary S 89°50'23" W 42.63 feet to the **POINT OF BEGINNING**.

Containing 0.052 acres, more or less.

END OF DESCRIPTION



100 East Bower Street, Suite 110
Meridian, ID 83642

(208)-288-1992

DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT #2

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the South 1/4 corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2147483647 at the Ada County Recorder, from which the Southeast corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2023035351 at the Ada County Recorder, bears N 89°49'22" E 2,639.90 feet;

thence on a random line N 00°07'53" W 1315.03 feet to the East boundary of Lot 23, Block 14 of Reflection Ridge Subdivision No. 6, recorded as Instrument Number 2017058529 Book 112 Pages 16208-16212 at the Ada County Recorder, and the **POINT OF BEGINNING**;

thence along the East boundary of said Lot 23 N 00°08'02" W 8.78 feet to the South boundary of Lot 24, Block 14 of said Reflection Ridge Subdivision No. 6;

thence along said South boundary N 89°46'51" E 55.34 feet;

thence leaving said South boundary S 00°07'27" E 40.00 feet;

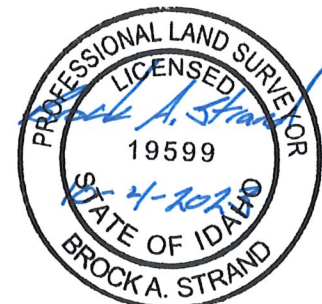
thence S 89°46'51" W 30.00 feet;

thence 34.20 feet along a non-tangent curve to the left having a radius of 37.70 feet, a central angle of 52°63'67", and a long chord that bears N 35°56'53" W a chord distance of 33.04 feet;

thence 7.46 feet along a reverse curve to the right having a radius of 26.70 feet, a central angle of 16°02'22", and a long chord that bears N 53°55'51" W a chord distance of 7.44 feet to the East boundary of said Lot 24 and the **POINT OF BEGINNING**.

Containing 0.039 acres, more or less.

END OF DESCRIPTION





CITY OF MERIDIAN PATHWAY LICENSE AGREEMENT

Located in the Southwest 1/4 of the Southeast 1/4 of Section 30,
Township 3 North, Range 1 East, Boise Meridian,
Ada County, State of Idaho



SCALE: 1"=100'

POINT OF
TERMINUS

TEMPORARY CONSTRUCTION EASEMENT #2

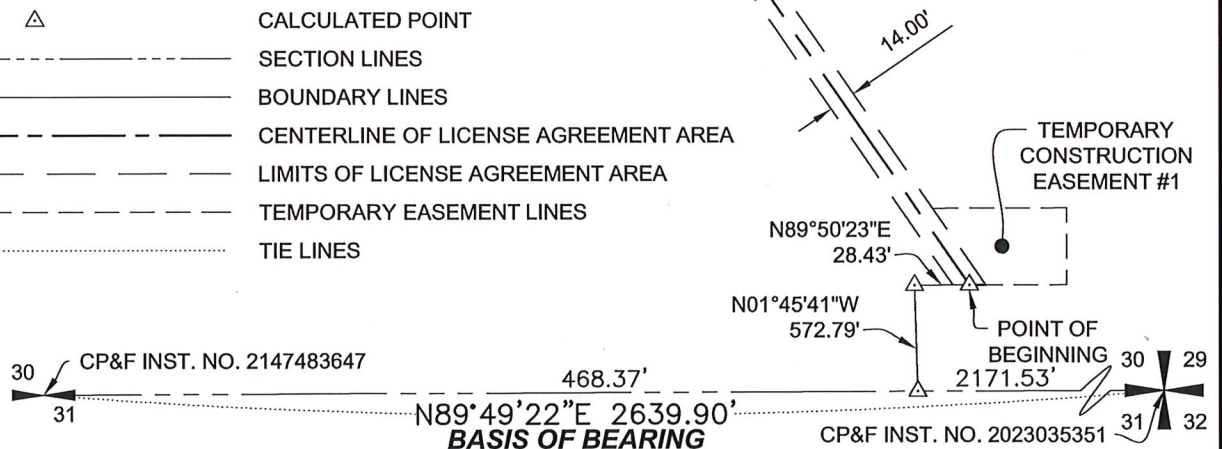
Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	38.34'	50.00'	43°55'52"	37.40'	N12° 34' 23"W
C2	38.22'	30.70'	71°19'45"	35.80'	N26° 16' 20"W
C3	3.14'	33.70'	5°20'20"	3.14'	N59° 16' 03"W

N34°32'19"W 803.41'



LEGEND

	CALCULATED POINT
	SECTION LINES
	BOUNDARY LINES
	CENTERLINE OF LICENSE AGREEMENT AREA
	LIMITS OF LICENSE AGREEMENT AREA
	TEMPORARY EASEMENT LINES
	TIE LINES





AGENDA ITEM

ITEM TOPIC: Memorandum of Agreement for Contribution to Transit Stop Public Artworks
Between the Meridian Development Corporation and the City of Meridian

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO TRANSIT STOP PUBLIC ARTWORKS**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO TRANSIT STOP PUBLIC ARTWORKS ("Agreement") is made this ____ day of October, 2023 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho ("MDC").

WHEREAS, City and MDC desire that public art will be a component of the Meridian community and to that end, City has undertaken the Transit Stop Public Artworks Project ("Project"), within which artwork will be transformed into vinyl wraps and used to cover bus shelters at various locations throughout Meridian, with permission from Valley Regional Transit ("VRT"), as applicable and as a benefit to the public;

WHEREAS, the Meridian Arts Commission intends to work with artists and VRT to install bus shelter Project wraps in fiscal year 2024; and

WHEREAS, MDC is willing to contribute to City up to eight thousand dollars (\$8,000.00) toward expenses related to the Project;

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

I. CITY'S RESPONSIBILITIES.

- A. Project wrap installation.** Between October 1, 2023 and September 30, 2024, City agrees to invest MDC's contribution in the installation of bus shelter wraps on at least the following locations: one at 3rd and Pine, and one at Ten Mile Crossing. The parties intend these funds to be used on Project shelters within MDC's urban renewal district boundaries.
- B. Selection of artists.** City shall include MDC in the process of selecting artists and/or artwork for transfer onto the Project shelters that are the subject of this Agreement. Regarding decisions related to selection of artists, artwork, or specific installation locations, City shall duly consider MDC input and shall make a reasonable effort to come to consensus; however, City shall be responsible for the final decision regarding selection of artists, artwork, and specific installation locations.
- C. Acknowledgment of sponsorship.** If City decides to acknowledge sponsors of wraps installed as part of Project, City shall acknowledge MDC on the Project wraps that are the subject of this Agreement.
- D. Invoice MDC.** City shall remit to MDC an invoice for each Project shelter wrap installation, with receipts for payments rendered to vendor(s) for the Project wraps that are the subject of this Agreement, and shall request reimbursement from MDC to City for such payments, in a

total amount not to exceed eight thousand dollars (\$8,000.00).

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of each of City's invoices, MDC shall provide payment to City in the amount of each invoice, with the total amount sought for reimbursement not to exceed eight thousand dollars (\$8,000.00).
- B. Logo.** MDC shall provide City with a copy of its logo, in digital format, for use on sponsorship acknowledgment, if any, on the Project wraps that are the subject of this Agreement.
- C. Appropriation.** Notwithstanding anything in this Agreement to the contrary, MDC's obligations under this Agreement to provide payment to City as described herein shall be subject to and dependent upon appropriations being made by the MDC governing board for such purpose.

III. GENERAL TERMS.

- A. Term.** This Agreement begins on the Effective Date and shall remain in effect through September 30, 2024.
- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

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

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

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

- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. Termination.** Either party may terminate this Agreement in whole, or in part, due to convenience, nonappropriation, or when either or both parties agree that the continuation of the project is not in the parties' best interest, by providing thirty (30) days written notice. If MDC is the terminating party, City shall be entitled to receive reimbursement for payments made for services properly performed by City to the date of termination.

- E. **Indemnification.** To the fullest extent permitted by law and by Article VIII, section 4 of the Idaho Constitution, City agrees to indemnify, defend, and hold harmless MDC and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, for damages, losses, or injury to entities, persons or property for any act, error, or omission arising out of or in any way connected with the activities and programs described herein and/or the activities of City and its officers, employees, contractors, or agents related to or connected with this Agreement.
- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

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

MERIDIAN DEVELOPMENT CORPORATION:



Dave Winder Chairman

Attest:



Steve Vlassek, Secretary

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Memorandum of Agreement for Contribution to 2024 Concerts on Broadway
Between the Meridian Development Corporation (MDC) and the City of Meridian

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO 2024 CONCERTS ON BROADWAY**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO CONCERTS ON BROADWAY ("Agreement") is made this 11th of October, 2023 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho ("MDC").

WHEREAS, City and MDC desire that the plaza at Meridian City Hall serve as a place where members of the community can gather to enjoy downtown Meridian and to take part in the arts;

WHEREAS, in the summer of 2024, the Meridian Arts Commission will present Concerts on Broadway, a series of live, outdoor performances to be held in the Meridian City Hall plaza; and

WHEREAS, MDC is willing to contribute to City ten thousand dollars (\$10,000.00) toward expenses related to the presentation of the Concerts on Broadway series;

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

I. CITY'S RESPONSIBILITIES.

- A. Concert production.** Between May 1, 2024 and September 30, 2024, City agrees to present at least three (3) free outdoor concerts at Meridian City Hall plaza as part of the 2024 Concerts on Broadway series. Such concerts will include live musical performance, and may include an opening act, food vendor(s), amplified sound, and limited chair seating. The selection of staff and/or vendors for Concerts on Broadway shall be made by City.
- B. Publicity.** City shall publicize the 2024 Concerts on Broadway series, which publicity may include distribution of information via written and broadcast media, social and online media, e-mail, posters, and a banner displayed at Meridian City Hall. Decisions regarding the time, place, and manner of such publicity shall be made by City.
- C. Acknowledgment of sponsorship.** Though the amount contributed by MDC would typically allow MDC to be acknowledged as a title sponsor of the 2024 Concerts on Broadway series, MDC's desire is to be acknowledged as a Tier 1 sponsor (or like designation). As such, MDC shall be entitled to recognition as "sponsored by," and have the MDC logo printed on all event marketing materials where sponsors' logos are printed.
- D. Invoice MDC.** City shall provide one (1) invoice to MDC by June 1, 2024, in the amount of ten thousand dollars (\$10,000.00), and City shall use such amount for the payment of expenses related to the production of Concerts on Broadway.

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of City's invoice, MDC shall provide payment to City in the amount of ten thousand dollars (\$10,000.00).
- B. Logo.** MDC shall provide City with a copy of its logo, in digital format, for use on marketing materials as described herein.

III. GENERAL TERMS.

- A. Term.** This Agreement begins October 11, 2023 and shall remain in effect through September 30, 2024.

- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City: City of Meridian	MDC: Meridian Development Corporation
Arts & Culture Coordinator	Ashley Squyres, Administrator
33 E. Broadway Avenue	104 E. Fairview Avenue #239
Meridian ID 83642	Meridian ID 83642

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

- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. Termination.** Either party may terminate this Agreement in whole, or in part, due to convenience, nonappropriation, or when either or both parties agree that the continuation of this Agreement is not in the parties' best interest, by providing thirty (30) days written notice. If MDC is the terminating party, City shall be entitled to receive reimbursement for payments made for services properly performed by City to the date of termination. If City is the terminating party, MDC shall be entitled to reimbursement for a pro-rata share of MDC's contribution for any concerts that have not been presented at the time of termination, i.e., \$3,333.33 per concert. If the City decides to cancel all or a portion of the concerts due to concerns related to COVID-19 or other health risks, then MDC shall be entitled to reimbursement in the amount of \$3,333.33 per concert cancelled. City's decision to cancel or reschedule a concert due to inclement weather or other unforeseen event on the day of such scheduled concert shall not constitute termination or breach, and MDC shall not be entitled to pro-rata or other reimbursement in such circumstance.
- E. Indemnification.** To the fullest extent permitted by law and by Article VIII, section 4 of the Idaho Constitution, City agrees to indemnify, defend, and hold harmless MDC and its officers, agents, consultants, and employees from and against any and all liability, claims,

losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, for damages, losses, or injury to entities, persons or property for any act, error, or omission arising out of or in any way connected with the activities and programs described herein and/or the activities of City and its officers, employees, contractors, or agents related to or connected with this Agreement.

- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

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

MERIDIAN DEVELOPMENT CORPORATION:



Dave Winder, Chairman

Attest:



Steve Vlassek, Secretary

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Fiscal Year 2024 Net-Zero Budget Amendment in the amount of \$8,000.00 for Meridian Development Corporation Sponsorship of Transit Stop Public Artwork

City of Meridian FY2024 Budget Amendment Form

Personnel Costs

Full Time Equivalent (FTE): _____

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840	41200	0	Wages	
01	1840	41206	0	PT/Seasonal Wages	
01	1840	41210	0	Overtime	
01	1840	41304	0	Uniform Allowance	
01	1840	42021	0	FICA	\$ -
01	1840	42022	0	PERSI	\$ -
01	1840	42024	0	Worker's Comp	\$ -
01	1840	42025	0	Employee Insurance	\$ -
Total Personnel Costs					\$ -



Please only complete the fields highlighted in Orange.

Amendment Details

Title: **MDC Sponsorship of Transit Stop Public Artwork**
 Department Name: **Meridian Arts Commission**
 Presenting Department Name: **Parks & Rec**
 Department #: **1840**
 Primary Funding Source: **1**
 CIP#: _____
 Project #: _____

Is this for an Emergency? ☐ Yes ☒ No
 New Level of Service? ☒ Yes ☐ No

Clerks Office Stamp

Date of Council Approval _____

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1840	55181	REQUEST NEW	Transit Stop Public Art	\$ 8,000		\$ 8,000
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
01	1840		0				\$ -
Total Operating Expenditures					\$ 8,000	\$ -	\$ 8,000

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840		0		
01	1840		0		
01	1840		0		
01	1840		0		
01	1840		0		
01	1840		0		
Total Capital Outlay					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840	34881	REQUEST NEW	Revenue Transit Stop Public Art	\$ 8,000
01	1840		0		
01	1840		0		
Total Revenue/Donations					\$ 8,000

Acknowledgement

Date

Steve Siddoway 10/25/23
 Department Director

REVIEWED
 By Todd Lavoie at 3:03 pm, Oct 25, 2023

jfields 10.25.23

[Signature] 10/26/23
 Chief Financial Officer

[Signature] 10/27/23
 Council Liaison

[Signature]
 Mayor

Total Amendment Request \$ -

City of Meridian FY2024 Budget Amendment Form

Total Amendment Cost - Lifetime

	Prior Year(s) Funding	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -
Operating		\$ 8,000	\$ -	\$ -	\$ -	\$ -
Capital		\$ -				
Total	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -
		Total Estimated Project Cost: \$ 8,000				

Department Name: Meridian Arts Commission
Title: MDC Sponsorship of Transit Stop Public Artwork

Instructions for Submitting Budget Amendments:

- > Department will send Amendment with Directors signature to Finance (Budget Manager) for review
- > Finance will send Amendment to Council Liaison for signature
- > Council Liaison will send signed Amendment to Mayor
- > Mayor will send signed Amendment to Finance (Budget Manager)
- > Finance (Budget Manager) will send approved copy of Amendment to Department
- > Department will add copy of Amendment to Council Agenda using Municode Agenda Manager

Evaluation Questions

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

1. Describe what is being requested?	
The request is for spending authority of the Meridian Development Corporation sponsorship awarded the the Arts Commission for the installation of public artwork wraps on the bus stop transit shelters at 3rd and Pine and Ten Mile Crossing in FY24, according to the agreement with MDC. We also have an agreement in place with VRT to install these artworks.	
2. Why was this budget request not submitted during the current fiscal year budget cycle?	
The MDC sponsorship was not approved until October 2023.	
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?	
This project must be completed in FY24, according to the MDC agreement, and public art installation timeline.	
4. Describe the proposed method of funding? If funding is split between Funds (i.e. General, Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.	
Sponsorship - net zero budget amendment	
5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?	
Yes, the public artworks are in MAC's public art workplan, MAC's strategic plan, and the City's goals to create vibrant spaces and public art for its citizens	
6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.	
no	
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)	no
8. Is the amendment going to result in the disposal of an asset? (Yes or No)	no
9. Any additional comments?	
This is a NET ZERO budget amendment	

Total Amendment Request \$ -

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

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO TRANSIT STOP PUBLIC ARTWORKS**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO TRANSIT STOP PUBLIC ARTWORKS ("Agreement") is made this ____ day of October, 2023 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho ("MDC").

WHEREAS, City and MDC desire that public art will be a component of the Meridian community and to that end, City has undertaken the Transit Stop Public Artworks Project ("Project"), within which artwork will be transformed into vinyl wraps and used to cover bus shelters at various locations throughout Meridian, with permission from Valley Regional Transit ("VRT"), as applicable and as a benefit to the public;

WHEREAS, the Meridian Arts Commission intends to work with artists and VRT to install bus shelter Project wraps in fiscal year 2024; and

WHEREAS, MDC is willing to contribute to City up to eight thousand dollars (\$8,000.00) toward expenses related to the Project;

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

I. CITY'S RESPONSIBILITIES.

- A. Project wrap installation.** Between October 1, 2023 and September 30, 2024, City agrees to invest MDC's contribution in the installation of bus shelter wraps on at least the following locations: one at 3rd and Pine, and one at Ten Mile Crossing. The parties intend these funds to be used on Project shelters within MDC's urban renewal district boundaries.
- B. Selection of artists.** City shall include MDC in the process of selecting artists and/or artwork for transfer onto the Project shelters that are the subject of this Agreement. Regarding decisions related to selection of artists, artwork, or specific installation locations, City shall duly consider MDC input and shall make a reasonable effort to come to consensus; however, City shall be responsible for the final decision regarding selection of artists, artwork, and specific installation locations.
- C. Acknowledgment of sponsorship.** If City decides to acknowledge sponsors of wraps installed as part of Project, City shall acknowledge MDC on the Project wraps that are the subject of this Agreement.
- D. Invoice MDC.** City shall remit to MDC an invoice for each Project shelter wrap installation, with receipts for payments rendered to vendor(s) for the Project wraps that are the subject of this Agreement, and shall request reimbursement from MDC to City for such payments, in a

total amount not to exceed eight thousand dollars (\$8,000.00).

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of each of City's invoices, MDC shall provide payment to City in the amount of each invoice, with the total amount sought for reimbursement not to exceed eight thousand dollars (\$8,000.00).
- B. Logo.** MDC shall provide City with a copy of its logo, in digital format, for use on sponsorship acknowledgment, if any, on the Project wraps that are the subject of this Agreement.
- C. Appropriation.** Notwithstanding anything in this Agreement to the contrary, MDC's obligations under this Agreement to provide payment to City as described herein shall be subject to and dependent upon appropriations being made by the MDC governing board for such purpose.

III. GENERAL TERMS.

- A. Term.** This Agreement begins on the Effective Date and shall remain in effect through September 30, 2024.
- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

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

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

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

- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. Termination.** Either party may terminate this Agreement in whole, or in part, due to convenience, nonappropriation, or when either or both parties agree that the continuation of the project is not in the parties' best interest, by providing thirty (30) days written notice. If MDC is the terminating party, City shall be entitled to receive reimbursement for payments made for services properly performed by City to the date of termination.

- E. **Indemnification.** To the fullest extent permitted by law and by Article VIII, section 4 of the Idaho Constitution, City agrees to indemnify, defend, and hold harmless MDC and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, for damages, losses, or injury to entities, persons or property for any act, error, or omission arising out of or in any way connected with the activities and programs described herein and/or the activities of City and its officers, employees, contractors, or agents related to or connected with this Agreement.
- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

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

MERIDIAN DEVELOPMENT CORPORATION:



Dave Winder Chairman

Attest:



Steve Vlassek, Secretary

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

MEMORANDUM OF AGREEMENT FOR INSTALLATION OF PUBLIC ARTWORK ON TRANSIT STOP SHELTERS IN THE CITY OF MERIDIAN

This MEMORANDUM OF AGREEMENT FOR INSTALLATION OF PUBLIC ARTWORK ON TRANSIT STOP SHELTERS IN THE CITY OF MERIDIAN (“Agreement”) is made and entered into this 19th day of September, 2023 (“Effective Date”), by and between Valley Regional Transit, a regional public transportation authority established pursuant to the laws of the state of Idaho (“VRT”), and the Meridian Arts Commission, by and through the City of Meridian, a municipal corporation established pursuant to the laws of the state of Idaho (“City”) (together, “Parties”).

WHEREAS, pursuant to Title 40, Chapter 21, Idaho Code, VRT provides public transportation services and support functions to City;

WHEREAS, pursuant to Idaho Code section 40-2109(4), VRT owns and operates bus stop shelters within the City of Meridian, for the support of a safe and efficient public transportation system;

WHEREAS, the City desires that public art will be a component of the Meridian community, and by this Agreement, the Meridian Arts Commission (“MAC”) and VRT will partner to display Public Artworks on transit stop shelters (“Shelters”) in Meridian, in the form of original artwork, selected by MAC and printed on vinyl wraps, to be installed on such Shelters (“Transit Stop Public Artworks”), as a benefit to the public;

WHEREAS, the respective governing boards of VRT and City find the partnership set forth in this Agreement to be in the best interest of the public;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. VRT’S RESPONSIBILITIES

- A. **Partner with City.** VRT shall participate in the process of installing Transit Stop Public Artwork on Shelters in Meridian as set forth in *Exhibit A*, to include identifying Shelters suitable for display of a Public Artwork and notifying City’s Arts & Culture Coordinator of the location, measurements, and any other pertinent information regarding such Shelters; and, upon City’s request, providing feedback on the requests for qualifications or proposals or calls to artists drafted by City seeking responses from artists qualified to and interested in preparing designs for Transit Stop Public Artwork.
- B. **License conveyed.** Subject to the terms and conditions of this Agreement, VRT hereby extends to City a license to adhere Transit Stop Public Artwork to Shelters in Meridian, and to maintain such Transit Stop Public Artwork as set forth herein. The license conveyed by VRT to City shall be limited to these purposes and no others. City acknowledges and agrees that the license granted herein is temporary, non-transferable and merely a permissive use of the Shelters pursuant to this Agreement. City specifically assumes the risk that the license

conveyed by this Agreement may be terminated before City has realized the economic benefit of the cost of installing Transit Stop Public Artwork on Shelters, and City hereby waives and estops itself from asserting any claim that the license is in any way irrevocable because City has expended funds on the Transit Stop Public Artwork and the Agreement has not been in effect for a period sufficient for City to realize the economic benefit from such expenditures.

- C. **Shelter improvements.** This Agreement is not intended to, and shall not, preclude or impede the ability of VRT to repair, relocate, maintain, or improve the Shelters as VRT determines, in its sole discretion, is appropriate. Where feasible, VRT shall provide notice to City of repair, relocation, maintenance, or improvement of any Shelter featuring Transit Stop Public Artwork.
- D. **VRT Contact.** VRT shall designate an individual to serve as VRT Contact, which individual shall consult with City as requested throughout the design and installation of the Transit Stop Public Artwork, and shall be authorized to make decisions on behalf of VRT related to design and installation of the Public Artwork.
- E. **Process.** VRT has reviewed, acknowledges, understands, and agrees to participate in the partnership process as generally set forth in *Exhibit A* hereto.

II. CITY'S RESPONSIBILITIES.

- A. **Partner with VRT.** City shall participate in the process of installing a Transit Stop Public Artwork on Shelters in Meridian as set forth in *Exhibit A*.
- B. **City Contact.** Unless otherwise designated by City, the Arts & Culture Coordinator shall serve as City Contact, and shall consult and liaise with VRT and Artist throughout the design and installation of the Transit Stop Public Artwork, and shall be authorized to make decisions on behalf of City related to its design and installation.
- C. **Process.** City has reviewed, acknowledges, understands, and agrees to participate in the partnership process as generally set forth in *Exhibit A* hereto.
- D. **Payment for Artwork.** City shall contract with the vinyl vendor to create and install the Transit Stop Public Artwork, and shall pay all associated costs.
- E. **Maintenance.** City shall have the sole right and responsibility to to execute, and to pay for, all necessary maintenance and repair of the Transit Stop Public Artwork. Such maintenance shall not interfere with the normal operations of the Shelter or inhibit the public access to or use of the Shelter. City may determine, in its sole discretion, that the Public Artwork is damaged beyond feasible repair, and may remove the Public Artwork, with thirty (30) days' notice to VRT. VRT shall notify City if VRT perceives a need to maintain or repair the Transit Stop Public Artwork.

III. GENERAL PROVISIONS.

- A. City and VRT Contacts.** The Parties hereby designate the following individuals to serve as the City Contact and VRT Contact, respectively:

City Contact:

Cassandra Schiffler, Arts & Culture Coordinator
cschiffler@meridiancity.org
208-884-5533

VRT Contact:

Jason Rose, Communications Director
jrose@ridevrt.org
208-258-2739

Either Party may designate a new Contact by notifying the other Contact by the manner set forth in this provision.

- B. Notice.** Communication between City Contact and VRT Contact may occur via e-mail or telephone. All other notices required to be given by either of the Parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

If to City:

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

If to VRT:

Communications Department
Valley Regional Transit
700 NE 2nd St., Suite 100
Meridian, ID 83642

- C. Term.** This Agreement begins immediately upon the Effective Date and shall automatically renew annually, unless terminated as set forth herein.
- D. Non-appropriation.** Notwithstanding any other provision of this Agreement, City shall not be obligated by any provision of this Agreement unless and until the Meridian City Council appropriates adequate funds for the activities contemplated in this Agreement in the City's budget for the applicable fiscal year. In the event that funds necessary to meet City's obligations under this Agreement are not appropriated, this Agreement shall be terminated. City shall notify VRT of any such non-appropriation of funds at the earliest practicable date.
- E. Assignment.** Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.
- F. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.
- G. Hold harmless.** For purposes of or in furtherance of this Agreement, each party and each of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, shall save and hold harmless the other party from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by either party or any employee, agent, contractor, official, officer, servant, guest,

and/or invitee thereof associated with this Agreement, the license granted herein, and/or any Transit Stop Public Artwork designed or installed pursuant hereto.

H. Compliance with laws. In performing the scope of services required hereunder, City and VRT shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

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

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

K. Termination.

1. **Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet City's obligations under this Agreement; an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.
2. **Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.
3. **Removal.** Upon termination of this Agreement, City shall promptly remove all existing Transit Stop Public Artworks from the Shelters. Should City fail or neglect to promptly remove the Transit Stop Public Artworks, VRT may do so and assess City for the costs thereof. Provided, however, VRT and City may agree in writing that some or all of such Transit Stop Public Artworks are to remain following termination, and by entering into such an agreement City shall thereby disclaim all right, title and interest in and to the same, and shall grant such Transit Stop Public Artworks to VRT at no cost.

- L. Time is of the essence.** The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.
- M. Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- N. 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 the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- O. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and VRT. The Parties' signatories hereto represent and warrant that each is duly authorized to bind, respectively, City and VRT to this Agreement in all respects.
- P. Exhibits.** All exhibits attached hereto are fully incorporated as if set forth in full herein.
- Q. Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the Parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

VALLEY REGIONAL TRANSIT:

Elaine Clegg
Elaine Clegg (Sep 7, 2023 16:16 MDT)
Elaine Clegg, Chief Executive Officer

CITY OF MERIDIAN:

Robert E. Simison
Robert E. Simison, Mayor 9-19-2023

Attest:

Chris Johnson
Chris Johnson, City Clerk 9-19-2023



EXHIBIT A
TRANSIT STOP PUBLIC ARTWORK PARTNERSHIP PROCESS

STEP	RESPONSIBLE PARTY	TASK
1	City (City Attorney's Office)	Prepare and negotiate proposed memorandum of agreement with VRT establishing terms and conditions of City license to install Transit Stop Public Artwork
2	VRT	Identify transit stop shelters suitable to display Public Artwork; notify Arts & Culture Coordinator of locations, dimensions, and specifications
3	City (Arts & Culture Coordinator)	Issue request for qualifications or proposals or call to artists to engage artist to prepare design for Transit Stop Public Artwork
5	City (Arts & Culture Coordinator)	Convene panel to select artist and/or design; notify selected artist and unsuccessful applicants
6	City (City Attorney's Office and Arts & Culture Coordinator)	Prepare agreement for public artwork design; negotiate agreement with selected artist; coordinate execution of agreement by City and artist
7	City (Arts & Culture Coordinator, Meridian Arts Commission), VRT, and Artist	Collaborative exchange between VRT, Artist, and City; Artist delivers final Transit Stop Public Artwork design to City
8	City (Meridian Arts Commission)	Review and recommend approval of final Transit Stop Public Artwork design
9	City (City Attorney's Office)	Prepare resolution for City Council approval and Mayor's signature, accepting the Transit Stop Public Artwork design
10	City (City Council)	Approve final Transit Stop Public Artwork design via resolution
11	City (Arts & Culture Coordinator)	Prepare, negotiate, and execute task order with vinyl vendor to create and install approved Transit Stop Public Artwork; pay vinyl vendor for associated costs
12	City (Arts & Culture Coordinator)	Coordinate installation of Transit Stop Public Artwork
13	City (Arts & Culture Coordinator), VRT, and Artist	Schedule/coordinate Transit Stop Public Artwork unveiling event (as weather or other circumstances permit)






MOA with VRT for Artwork on Transit Stop Shelters with all VRT edits

Final Audit Report

2023-09-07

Created:	2023-09-07
By:	Jason Rose (jrose@valleyregionaltransit.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATwSVFI2BHdz-KbwIFKi4eIZr1ounOkam

"MOA with VRT for Artwork on Transit Stop Shelters with all VRT edits" History

-  Document created by Jason Rose (jrose@valleyregionaltransit.org)
2023-09-07 - 9:49:26 PM GMT
-  Document emailed to Elaine Clegg (eclegg@ridevrt.org) for signature
2023-09-07 - 9:51:48 PM GMT
-  Email viewed by Elaine Clegg (eclegg@ridevrt.org)
2023-09-07 - 10:15:04 PM GMT
-  Document e-signed by Elaine Clegg (eclegg@ridevrt.org)
Signature Date: 2023-09-07 - 10:16:08 PM GMT - Time Source: server
-  Agreement completed.
2023-09-07 - 10:16:08 PM GMT



AGENDA ITEM

ITEM TOPIC: Approval of Equipment Purchase Contract with FilmTec Corporation, a subsidiary of DuPont. for the WRRF Tertiary Filter Membrane – Equipment Purchase project for the Not-To-Exceed amount of \$6,809,834.00



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Keith Watts, Procurement Manager **Meeting Date:** October 24, 2023
Presenter: N/A **Estimated Time:** N/A
Topic: Approval of Equipment Purchase Contract with FilmTec Corporation, a subsidiary of DuPont. for the WRRF Tertiary Filter Membrane – Equipment Purchase project for the Not-To-Exceed amount of \$6,809,834.00.

Recommended Council Action:

Approval of Equipment Purchase Contract and resulting Purchase Order and authorize the Procurement Manager to sign.

Background:

This contract is the result of Formal RFP #PW-2313-11281.F Two (2) proposals were received.

**CONTRACT FOR THE SUPPLY OF
WRRF TERTIARY FILTER MEMBRANE – EQUIPMENT PURCHASE
PROJECT #11281.f**

THIS CONTRACT FOR EQUIPMENT / SUPPLIES PROCUREMENT is made this 24th day of October, 2023, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and **FilmTec Corporation**, hereinafter referred to as "SUPPLIER", whose business address is **5400 Dewey Hill Rd., Edina, MN 54439**.

INTRODUCTION

Whereas, the City has a need for WRRF Tertiary Filter Membrane; and

WHEREAS, the SUPPLIER is specially trained, experienced and competent to provide and has agreed to provide such equipment;

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

TERMS AND CONDITIONS

1. Equipment / Supply Specifications & Requirements:

- 1.1 SUPPLIER shall supply the equipment, supplies and services to the City upon execution of this Contract and receipt of the City's written notice to proceed, all items, and comply in all respects, as specified in the Request for Proposals titled "WRRF Tertiary Filter Membrane Equipment Purchase" and suppliers proposal dated May 26, 2023, Exhibit C Changes & Modifications, Exhibit D Warranty Spec 01-79-50 dated 9/26/2023 and Exhibit E Machine and Module Transport and Storage, which by this reference are incorporated herein, together with all addendums issued.
- 1.2 The SUPPLIER shall provide all equipment and services under this Contract consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions and the terms of this contract. The SUPPLIER represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Contract and that are in effect at the time of performance of this Contract.

2. Consideration

- 2.1 The SUPPLIER shall be compensated on a Fixed Price basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof, for the Not-To-Exceed amount of **\$6,809,834.00**.
- 2.2 The SUPPLIER shall provide the City with a detailed invoice upon delivery of all equipment and supplies, which the City will pay within 30 days of receipt of a correct invoice and approval by the City Project Manager. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to SUPPLIER under the terms and conditions of this Contract. Payment of all taxes and other assessments on such sums is the sole responsibility of SUPPLIER.
- 2.3 Except as expressly provided in this Contract, SUPPLIER shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Contract, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, SUPPLIER shall not be entitled by virtue of this Contract to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

3. Term:

- 3.1 This Contract shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, or (b) unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.
- 3.2 Should SUPPLIER default in the performance of this Contract or materially breach any of its provisions, City, at City's option, may terminate this Contract by giving written notification to SUPPLIER.
- 3.3 Should City fail to pay SUPPLIER all or any part of the compensation set forth in Exhibit B of this Contract on the date due, SUPPLIER, at the SUPPLIER's option, may terminate this Contract if the failure is not remedied by the City within thirty (30) days from the date payment is due.

4. Liquidated Damages:

All eight (8) Milestones in the Milestone / Payment Schedule included in this Contract shall be completed by the dates/times listed in the Milestone / Payment Schedule. SUPPLIER shall be liable to the City for any delay beyond this timeperiod in the amount of \$250.00 (Two Hundred Dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

5. Termination:

The CITY shall have the right to terminate this Contract as follows:

1. If SUPPLIER violates any of the covenants, Contracts, or stipulations of this Contract, falsifies any record or document required to be prepared under this Contract, engage in fraud, dishonesty, or any other act of misconduct in the performance of this contract s or Stipulation of this Contract, CITY shall thereupon have the right to terminate this Contract by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.
2. If SUPPLIER breaches this Contract by failing to materially fulfill in a timely and proper manner its obligations under this Contract, CITY shall thereupon provide a notice of intent to terminate the contract and give SUPPLIER a 30-day cure period during which SUPPLIER shall prepare a detailed plan to address the issues raised by the CITY. If in the CITY's opinion, SUPPLIER's plan fails to address the said issues, CITY shall thereupon have the right to terminate this Contract by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.
3. If the City Council determines that termination of the contract is in the best interest of the CITY, CITY shall thereupon have the right to terminate this Contract by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination provided always that if such termination is not due to SUPPLIER's fault, it shall be deemed a termination for convenience and CITY shall pay SUPPLIER for work performed, in accordance with this contract up to the date of termination."

Notwithstanding the above, SUPPLIER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by SUPPLIER, and the CITY may withhold any payments to SUPPLIER for the purposes of set-off until such time as the exact amount of damages due the CITY from SUPPLIER is determined. This provision shall survive the termination of this Contract and shall not relieve SUPPLIER of its liability to the CITY for damages.

6. Independent SUPPLIER:

- 6.1 In all matters pertaining to this Contract, SUPPLIER shall be acting as an independent SUPPLIER, and neither SUPPLIER nor any officer, employee or agent of SUPPLIER will be deemed an employee of CITY. Except as expressly

provided in Exhibit A, SUPPLIER has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the CITY in the performance of this Contract shall be made by the CITY.

- 6.2 SUPPLIER, its agents, officers, and employees are and at all times during the term of this Contract shall represent and conduct themselves as independent SUPPLIERS and not as employees of the City.
- 6.3 SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Contract. SUPPLIER shall be responsible to City only for the requirements and results specified in this Contract and, except as expressly provided in this Contract, shall not be subjected to City's control with respect to the physical action or activities of SUPPLIER in fulfillment of this Contract. If in the performance of this Contract any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction and supervision and control of the SUPPLIER.

7. Indemnification and Insurance:

- 7.1 SUPPLIER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Contract by the SUPPLIER, its servants, agents, officers, employees, guests, and business invitees, caused by or arising out of SUPPLIER's negligence or willful misconduct. SUPPLIER shall maintain, and specifically agrees that it will maintain, throughout the term of this Contract, liability insurance, in which the CITY shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law.. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, SUPPLIER covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from , or in connection with the performance of this Contract by the SUPPLIER or SUPPLIER's officers, employs, agents, representatives or sub-SUPPLIERS and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. SUPPLIER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing SUPPLIER'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days

prior to the date SUPPLIER begins performance of its obligations under this Contract. In the event the insurance minimums are changed, SUPPLIER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

- 7.2 Any deductibles, self-insured retention, or named insureds must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the SUPPLIER shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 7.3 To the extent of the indemnity in this contract, SUPPLIER's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the SUPPLIER's insurance and shall not contribute with SUPPLIER's insurance except as to the extent of City's negligence.
- 7.4 The SUPPLIER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.5 All insurance coverages for Suppliers subs shall be subject to all of the insurance and indemnity requirements stated herein.
- 7.6 The limits of insurance described herein shall not limit the liability of the Supplier and Supplier's agents, representatives, employees or subcontractors.
- 7.7 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

8. Bonds:

Payment and Performance Bonds are required per the RFP.

9. Warranty:

In addition to any warranty required in the specifications, all equipment, coatings, valves, controls, and other components provided under this Contract shall be guaranteed for *two (2) years* against defects in workmanship and materials from the notice of acceptance. Please see Exhibit D, Revised Section 01 79 50 – Membrane System Warranty dated 9/26/2023 for additional warranty requirements.

10. Notices:

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

City of Meridian
Procurement Manager
33 E. Broadway Avenue
Meridian, Idaho 83642
Ph. (208) 489-0417
Email: kwatts@meridiancity.org

FilmTec Corporation
Attn: Christopher Morrow
5400 Dewey Hill Rd.
Edina, MN 54439
Ph.408-771-6202
e-mail: Christopher.morrow@dupont.com

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

11. Attorney Fees:

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

12. Time is of the Essence:

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

"Buyer and Seller agree that time is of the essence of this Contract and that Buyer will suffer damages if Seller's equipment is not delivered to Buyer within the times specified herein. Further, Buyer and Seller recognize the delays, expense and difficulties involved in proving the actual damages suffered by Buyer if Seller's equipment is not delivered on time. Accordingly, and in lieu of requiring proof of such damages, Seller agrees to pay, as liquidated damages for delay (but not as a penalty) \$250 per day that expires after the times specified herein, subject to the following limitation. THE PAYMENT OF LIQUIDATED DAMAGES BY SELLER IS BUYER'S SOLE

AND EXCLUSIVE REMEDY FOR DELAYS. NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY EXPRESSLY PROVIDED HEREIN, SELLER'S LIABILITY FOR DELAY SHALL NOT EXCEED A 100% OF THE PRICE PAID TO SELLER UNDER THE CONTRACT.”)

13. Assignment:

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

14. Discrimination Prohibited:

In performing the Work required herein, SUPPLIER shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

15. Reports and Information:

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

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

16. Audits and Inspections:

At any time during normal business hours if the City believes the Supplier is in breach of the contract or as required by state and federal law, there shall be made available to the CITY for examination all of SUPPLIER'S records with respect to all matters covered by this Contract. SUPPLIER shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

17. Force Majeure

Neither party shall be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following Force Majeure events,

provided the event is beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophe, national strike, fire, or explosion. Force Majeure shall temporarily suspend the Contract until the Force Majeure event ceases.

18. Publication, Reproduction and Use of Material:

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

19. Compliance with Laws:

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

Certifications.

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

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

20. Changes:

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

21. Construction and Severability:

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

22. Waiver of Default:

Waiver of default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach,

and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided above.

23. Advice of Attorney:

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

24. Entire Contract:

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

25. Order of Precedence:

The order or precedence shall be this Contract (including all exhibits), the Request for Proposals, then DuPont's proposal response dated 5/26/2023.

26. Applicable Law:

This Contract 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.

27. Approval Required:

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

28. Ownership of Materials and Licenses.

Ownership of Materials and Licenses. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent, unless otherwise required by Idaho or Federal law. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

29. Limitations of Liability

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY

CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED 140 PERCENT OF THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

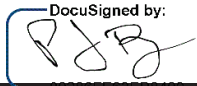
CITY OF MERIDIAN

BY: _____
Keith Watts, Procurement Manager

Dated: _____

Approved by City Council: _____

FilmTec Corporation

DocuSigned by:

BY: _____
Patrick Regan, Senior Sales Manager

Dated: 10/31/2023 | 4:24 PM EDT

Exhibit A

SCOPE OF WORK

REFER TO REQUEST FOR PROPOSALS PW-2313-11281.F ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS included in the Request for Proposals Package, all Exhibits to this contract and written proposal by SUPPLIER dated May 26, 2023 are by this reference made a part hereof.

The project consists of supplying an integrated membrane filtration system for the full-scale Tertiary Filtration Project at the City's Wastewater Resource Recovery Facility (WRRF) and for the services outlined in the Request for Proposal (RFP).

Exhibit B**MILESTONE / PAYMENT SCHEDULE**

- A. Total and complete compensation for this Contract shall not exceed **\$6,809,834.00**.

MILESTONE DATES / PRICING SCHEDULE			
Contract includes furnishing all labor, materials, equipment and incidentals as required per the Scope of Work in the RFP and all exhibits of this Contract.			
MILESTONE	MILESTONE NAME	COMPLETION DATE	PAYMENT
Milestone 1	Initial Submittal Schedule	7 Days from Notice to Proceed	None
Milestone 2	Supplier Design Kickoff	30 Days from Notice to Proceed	None
Milestone 3	Initial Supplier Design Submittal	90 Days from Notice to Proceed	None
Milestone 4	Final Supplier Design Submittal	150 Days from Notice to Proceed	Per Proposal (3% max)
City Construction Bid Process & Contractor NTP		277 Days from Final Supplier Design Submittal	None
Milestone 5	Updated Submittal Schedule	14 Days from Construction Contractor Notice to Proceed	None
Milestone 6	Final Approved Construction Shop Drawings	Varies relative to Contractor Schedule. Refer to Technical Specifications.	12%
Milestone 7	Delivery of Membrane System	36 Weeks from Construction Contractor Notice to Proceed	60%
Milestone 8	Final Approved O&M Manuals and Completed Training	Varies relative to Contractor Schedule. Refer to Technical Specifications.	5%
Milestone 9	Certification of Proper Installation	Varies relative to Contractor Schedule. Prior to Startup. Refer to Technical Specifications.	5%
Milestone 10	Substantial Completion	325 Days from Delivery of Membrane System	None
Milestone 11	Completed Startup Assistance, Training, and Successful Completion of 90 Day Performance	409 Days from Delivery of Membrane System	10%

	Testing (including Approval of Final Report)		
Milestone 12	Final Completion	438 Days from Delivery of Membrane System	5%
CONTRACT SUB TOTAL			<u>\$6,595,000.00</u>

CONTRACT ADDITIONS		
ITEM	NOTES	AMOUNT
Shipped Loose pH Meter for the Common UF Filtrate	(Included in Exhibit C – Review Comments, No. 21)	\$4,000.00
Chlorine analyzer		\$11,000.00
NEMA 4X for the PCP, the CIP skid panel and the neutralization skid panel	(Included in Exhibit C - Review Comments, No. 43)	\$9,500.00
Nylon Coated Ductile Iron Valve Discs		N/C
Siemens Transmitter for Temperature and Pressure	(Included in Exhibit C – Review Comments, No. 11)	\$21,000.00
CIP skid Rosemount Analytical Instrument (change from Water Analytics Aquametric)	(Included in Exhibit C – Review Comments, No. 12)	\$6,000.00
CIP pump VFDs	(Included in Exhibit C – Review Comments, No. 49)	\$38,000.00
Loop Diagrams for the MCP and Panels that Require Contractor Wiring	(Included in Exhibit C - Clarifications, No 7)	\$16,000.00
316SS Air Lines for seven (7) CPII Skids	(Included in Exhibit C - Clarifications, No 28)	\$86,334.00
CPVC Piping for CIP Skid	(Included in Exhibit C - Clarifications, No 30)	\$12,000.00
CPVC on the Neutralization Skid	(Included in Exhibit C - Clarifications, No 30)	\$11,000.00
CONTRACT ADDITIONS SUB-TOTAL		\$214,334.00
CONTRACT TOTAL		\$6,809,834.00
Programming Hourly Rate	(Included in Exhibit C - Clarifications, No 33)	\$125.00 / Hr

Exhibit C

Clarifications, Comments & Modifications

Exhibit C
Clarifications

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Technical Clarifications

Rev. Date: 8/23/2023
By: M. Priest
Checked: N. Smith, M. Shroll

No.	Page Label	Reference	Proposed Technical Clarification	Issue / Topic	Final Comments	Status Update	Status
1	124	Present Worth Evaluation Worksheets 2. Cost Variables	Refer to Section 7.6 Membrane Design Calculations for flux and feed flow calculations. The flux of the proposed system is below 25 GFD due to a calculated feed flow of 17.56 MGD.	Flux	No action needed.	7/31/2023	Resolved
2	124	Present Worth Evaluation Worksheets 4. EFM or TMC	Please note that the concentration of chemical in cell D36 is 0, leading to a \$0 calculation for neutralization using Bisulfite. Please also note that there is no place for the proposed acid MW values to be added.	Cleaning Costs	Info received for acid MW; unclear on bisulfite neutralization.	8/11/2023	Resolved
3	124	Present Worth Evaluation Worksheets 7. Power Calculations	Please note that separate backwash pumps are not required for the proposed MEMCOR® system. Water for the feed sweep step of the backwash for each unit is taken from the common header of the system. The calculations as they stand in the Present worth evaluation spreadsheet double count this energy from the feed pumps. In order to correct for this Dupont has listed 0.001 ft of pressure in each of the water pressure cells. Please see section 7.6 Membrane System Design Calculations for further details.	Backwash approach	No action needed.	7/31/2023	Addressed Elsewhere
4	124	Present Worth Evaluation Worksheets 7. Power Calculations	Blowers are not required for the proposed system, the aeration for backwash is provided from the compressors. Dupont has used a conversion factor of 7 CFM/HP to calculate the 1,787 kWhr/day that the compressors are estimated to use.	Backwash approach	No action needed.	7/31/2023	Addressed Elsewhere
5	124	Section 01 79 50 – 1.3.I	The proposed system shall be warranted up to the specified flux limit of 25 GFD per the RFP and a transmembrane pressure (TMP) of 22 psi based on the maximum TMP for the L40N membrane.	Warranted flux.	The performance warranty needs to reflect the ability to operate at higher flux. The TMP limit is reasonable based on discussion with Dupont.	7/31/2023	Addressed Elsewhere
6	124	Section 01 79 50 – 1.4.H.2	DuPont is taking exception to the irreversible flux loss requirements as specified. The proposed system has been designed to make the quantity and quality of water.	Flux loss warranty	City and Dupont agree on revised Warranty Specification Section 01 79 50.	8/11/2023	Resolved
7	124	Section 40 91 00 – 1.1.B.4.d	Loop diagrams have not been included with this proposal.	Loop Diagrams	Dupont will provide Loop Drawings for \$16,000. Delivery will be loose and not on a skid.	8/23/2023	Resolved

Client: City of Meridian
 Project: Tertiary Filtration Project
 Document: Review of DuPont's Proposed Technical Clarifications

Rev. Date: 8/23/2023
 By: M. Priest
 Checked: N. Smith, M. Shroll

No.	Page Label	Reference	Proposed Technical Clarification	Issue / Topic	Final Comments	Status Update	Status
		Section 40 91 07 – Part 2	The standard CPII MR4 system uses a vibrating fork level switch to confirm the presence of liquid in the filtrate line of the UF skid. We are currently searching for a replacement level switch on the approved list that performs this function but are unsure if we can find a good fit.				
		Section 40 91 08 – 2.2	The proposed pressure transmitters are Rosemount, an adder has been provided to switch these to Siemens		See Review Comment Update No 11		
		Section 40 91 12 2.3.B	The proposed CIP skid analytical instrumentation is Water Analytics, but an adder has been provided to include Rosemount instead		See Review Comment Update No 12		
		Section 40 95 10 – 2.2.C.6	The proposed PCP panel is NEMA 12, but an adder has been provided to include NEMA 4		See Review Comment update No 43		
8	124	Section 40 95 10 – 2.2.C.3	The proposed system shall utilize Ethernet communication in lieu of Modbus.	Ethernet vs Modbus	Refer to submittal review comments. City has accepted this proposal.	7/31/2023	Addressed Elsewhere
9	124	Section 43 12 51 – 2.6.A	The proposed control air receiver shall be 200 gallons. The proposed process air receiver shall be 3,000 gallons.	Air Receiver Tanks	The design is not sufficiently advanced to address this item. Defer to design phase.	7/31/2023	Resolved
		Section 43 30 00 – 2.9.A.3	The proposed butterfly valves have ductile iron bodies and SS discs. A no cost adder has been provided to change the discs to nylon coated ductile iron.				
10	124	Section 46 61 54 – 1.4.G	The proposed system shall not require separate backwash pumps, backwash tanks nor blowers.	Backwash approach	No action needed.	7/31/2023	Addressed Elsewhere
11	124	Section 46 61 54 – 1.8.E.2.f	A 3D .STP file which can be integrated into several drafting applications will be provided.	CAD Models	Defer models and format to design phase coordination.	7/31/2023	Resolved
12	124	Section 46 61 54 – 1.9.D.1	An installed redundant pump shall be provided for both the CIP skid and the Neutralization skid.	Shelf Spares	Installed spare will be included.	7/31/2023	Resolved
13	124	Section 46 61 54 – 1.9.D.9	An MIT system replacement has not been included with this proposal.	Shelf Spares	Installed spare will be included.	7/31/2023	Resolved
14	125	Section 46 61 54 – 2.1.D.6	Total Phosphorous and orthophosphate removal shall be dependent upon the upstream chemical addition as described in 2.1.A.5 and shall not be a requirement for UF filtrate quality alone.	Filtrate Water Quality	No action needed.	7/31/2023	Resolved

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Technical Clarifications

Rev. Date: 8/23/2023
By: M. Priest
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No.	Page Label	Reference	Proposed Technical Clarification	Issue / Topic	Final Comments	Status Update	Status
15	125	Section 46 61 54 – 2.1.D.6	A UF system cannot reduce TSS down to non-detect limits. The proposed system shall reduce turbidity to <0.2 NTU given proper calibration and excluding backwash air.	Filtrate Water Quality	Replace non-detect with less than 2 mg/L for TSS	8/15/2023	Resolved
16	125	Section 46 61 54 – 2.1.C.2	The proposed system shall produce the specified net filtered effluent of equal to or less than 17.3 MGD with up to two (2) membrane units temporarily offline at one time with the remaining online membrane units not exceeding the maximum instantaneous flux. Please note that this does require repair time to be short enough to prevent 3 units from being offline simultaneously while following the normal cleaning regime.	Skid Redundancy	This is the defined design basis. Alternately, when repairs take longer, activities will be queued by the PLC programming, as discussed.	7/31/2023	Resolved
17	125	Section 46 61 54 – 2.1.D	The proposed system shall operate at a recovery of 90% or greater per MEMCOR's experience with successful operating wastewater plants. Backwash waste should be sent to the head of the primary treatment system to further remove solids and increase overall system efficiency.	Recovery	Resolved to operate as required in the RFP.	8/11/2023	Resolved
18	125	Section 46 61 54 – 2.1.D	The plant wide SCADA system shall not be included in the scope of this proposal.	SCADA Scope	No action needed.	7/31/2023	Resolved
19	125	Section 46 61 54 – 2.1.D.5.f	Hach TU5300 laser turbidimeters have been included with this offering	Instruments	The design is not sufficiently advanced to address this item. Defer to design phase.	7/31/2023	Resolved
20	125	Section 46 61 54 – 2.1.D.6	Continuous monitoring for SDI and P shall be by others	Filtrate Water Quality	No action needed.	7/31/2023	Resolved
21	125	Section 46 61 54 – 2.2.C.6	316SS panels around each sample tap (feed, filtrate, and backwash) has not been included with this offer	Stainless Steel Panels	The design is not sufficiently advanced to address this item. Defer to design phase.	7/31/2023	Resolved
22	125	Section 46 61 54 – 2.2.E.2	The proposed system does not require two (2) CIP and neutralization systems - it shall include one (1) CIP system and one (1) neutralization system. A second system can be added in the future if additional UF trains are added and another CIP or neutralization system is required.	CIP and Neutralization Scope of Supply	No action needed.	7/31/2023	Resolved
23	125	Section 46 61 54 – 2.2.E.5	The proposed CIP system shall include only one (1) hot water tank per the P&IDs included with this proposal.	CIP and Neutralization Scope of Supply	After discussion this approach seems reasonable. If during design phase it becomes untenable, it can be re-addressed at that time.	7/31/2023	Resolved

Client: City of Meridian
 Project: Tertiary Filtration Project
 Document: Review of DuPont's Proposed Technical Clarifications

Rev. Date: 8/23/2023
 By: M. Priest
 Checked: N. Smith, M. Shroll

No.	Page Label	Reference	Proposed Technical Clarification	Issue / Topic	Final Comments	Status Update	Status
24	125	Section 46 61 54 – 2.2.G	Per the above clarification, the proposed system shall not require separate backwash pumps nor backwash tanks.	Backwash approach	No action needed.	7/31/2023	Addressed Elsewhere
25	125	Section 46 61 54 – 2.1.C.2 & 2.2.C	To present the most economical solution for the customer, the proposed system shall have room for 5.9% expansion per skid (136/144 modules). Should additional expansion capacity be desired please see <i>Meridian Present Worth Evaluation Worksheets</i> for costs to add an additional skid.	Spare Module Space	This has been addressed as part of proposal review comment coordination.	7/31/2023	Addressed Elsewhere
26	125	Section 46 61 54 – 2.2.C.1	The proposed UF units shall have a width of 9', a length of 23' 10.25" and a height of 11' 7.125"		No action needed.	7/31/2023	Resolved
27	125	Section 46 61 54 – 2.2.H	Per the above clarification compressors have been included with this proposal for aeration. Blowers shall not be required.	Backwash approach	No action needed.	7/31/2023	Addressed Elsewhere
28	125	Section 46 61 54 – 2.2.K	The air piping on the proposed skid shall be nylon and ABS in lieu of 316SS.	Piping Materials	Refer to piping material modifications provided by Addendum. \$110k for nine (not 7 skids). This can be factored for 7 skids. $100/9 = \$12,223$. Call it \$86,334.	8/23/2023	Resolved
29	125	Section 46 61 54 – 2.2.L	The proposed backwash piping on each UF skid shall be HDPE in lieu of 316SS.	Piping Materials	Refer to piping material modifications provided by Addendum. For other changes, the design is not sufficiently advanced to address this item. Defer to design phase.	7/31/2023	Resolved
30	125	Section 46 61 54 – 2.2.M	The proposed CIP and neutralization skids shall have PVC piping in lieu of 316SS.	Piping Materials	Refer to piping material modifications provided by Addendum. Cost adder to upgrade CIP to CPVC adder is \$12,000. Neutralization skid is \$11,000.00	8/15/2023	Resolved
31	125	Section 46 61 54 – 2.2.P	Membrane unit filtrate pH has not been included with this proposal. Backwash flow and pressure shall be measured using the on skid feed and pressure instruments. Total chlorine measurement is not provided on the CIP skid.	Instruments Scope of Supply	This has been addressed as part of proposal review comment coordination.	7/31/2023	Addressed Elsewhere
32	125	Section 46 61 54 – 2.3.B.4	The proposed system shall include one PLC in the PCP and remote I/O on each of the UF skids, the CIP skid and the neutralization skid.	Instruments Scope of Supply	No action needed.	7/31/2023	Resolved

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Technical Clarifications

Rev. Date: 8/23/2023
By: M. Priest
Checked: N. Smith, M. Shroll

No.	Page Label	Reference	Proposed Technical Clarification	Issue / Topic	Final Comments	Status Update	Status
33	126	Section 46 61 54 – 2.3.B.4	Dupont has included 100 hours for programming and configuration of the graphics, software and screens to match the existing CITY standards. These standards were not available during the bid, if more time is required it shall be included via change order.	Programming Labor	Dupont labor rate to provide addition programming and configuration of graphics to match existing City standards is 125 per hr.	7/31/2023	Resolved
34	126	Section 46 61 54 – 3.4.E.1.a	Dupont shall be present during equipment off-loading for the required three days over one trip, but off-loading shall be by others	Scope of Field Services	No action needed.	7/31/2023	Resolved
35	126	Section 46 61 54 – 3.6.B.4.c.6	In the absence of the table 3 referenced we have designed the proposed system to produce filtrate water < 0.2 NTU with properly calibrated turbidimeters excluding air after backwash.	Filtrate Water Quality	This has been addressed as part of proposal review comment coordination.	7/31/2023	Addressed Elsewhere
36	126	Section 46 61 54 – 3.6.C.2	The supplier shall not be responsible for operating and maintaining the membrane system through the 90-day operational test.	90 Day Operational Period Responsibility	Specific roles and responsibilities between the supplier and contractor can be better defined during design, and prior to contract bid. City agrees Dupont not responsible for operations and not required to be on-site for entire 90 days. Section 46 61 54, para 3.4.E.1.e. requires supplier on site 12 business days over 4 trips.	8/15/2023	Resolved
37	126	Section 46 61 54 – 3.6.C.3	Monitoring of chemical and power usage shall be by the city.	Performance Test Monitoring	City accepts not requiring monitoring for chemical or power but Dupont will support in providing information as available.	8/15/2023	Resolved
38	126	Section 46 61 54 – 3.6.D.3.b	Some operational parameters shall be measured by instruments not included with this proposal, and some parameters shall be calculated.	Startup Plan and Data Collection	The design is not sufficiently advanced to address this item. Defer to design phase.	7/31/2023	Resolved

Exhibit C
Comments

File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
General Comment	1	n/a	Yes		General	Resolved	There are many substitutions and deviations proposed, some are explicit and some are not. No deviations or substitutions are approved upon proposal acceptance, unless specifically agreed to in writing at time of procurement agreement. Review and approval / rejection for all remaining items is deferred to design coordination phase.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	2	93		Spec 46 61 54 2.1 C 2 a indicates redundancy so 2 units may be offline and system can operate continuously to produce 17.3 MGD	Process-Mechanical	Resolved	The proposed design considers the requirements of section 2.1.C.2 "Two membrane units may be offline simultaneously for a combination of two of the following: Backpulse, CIP or maintenance clean, MIT, or repair." Seven (7) units are required to be operating to produce 17.3 MGD. To reduce downtime one of the "offline" units will need to come online when one of the seven (7) unit has a cleaning event (backwash, MW, CIP, AHT). To consider two units fully offline without cycling offline units in would require an additional unit.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	3	93		Confusing wording. If 2 units are available to turn on, aren't they offline?	Process-Mechanical	Resolved	As referenced above, the units are available to turn on unless they are currently performing one of the following: Backpulse, CIP or maintenance clean, MIT, or repair.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	4	93		Confusing wording. If 2 units are available to turn on, aren't they offline?	Process-Mechanical	Resolved	Same as above	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	5	93		Confusing wording. If 2 units are available to turn on, aren't they offline?	Process-Mechanical	Resolved	Same as above	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	6	93		Is ~ 2.4 min / backwash (22 min / 9 skids) adequate so only one if offline at a time? What happens during maintenance?	Process-Mechanical	Resolved	Each backwash shall have a duration of ~120 seconds, and with 7 duty skids there will be times where no unit is backwashing. There will be times that a unit enters backwash when the other offline unit is in maintenance wash, AHT or CIP. Backwash is a resource and 2 units will not be able to backwash at the same time.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	7	93		Does that mean one unit is always offline / backwashing? Does that mean skids backwash before they need to?	Process-Mechanical	Resolved	Backwashes occur each 22minute time interval an will not backwash before required. There will be times when no units are in backwash.	7/7/2023

File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	8	94		Based on 7 units in operation.... does that mean the system can meet 17.3 MGD with 2 units offline?	Process-Mechanical	Resolved	Seven (7) units are required to be operating to produce 17.3 MGD. To reduce downtime one of the "offline" units will need to come online when one of the seven (7) unit has a cleaning event (backwash, MW, CIP, AHT). To consider two units fully offline without cycling offline units in would require an additional unit.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	9	100		Section 43 30 00 indicates same material as body. Substitution not approved; review and approval / rejection deferred to design coordination phase.	Process-Mechanical	Resolved	Additional cost or deduct for changing the valve material will be deferred to the design coordination phase. Dupont's supplier has verbally committed to offering nylon coated ductile iron valve discs at no extra charge.	8/4/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	10	101		not listed as acceptable type of level switch in specification 40 91 07	Process-Mechanical	Resolved	Given our prior experience, vibrating fork is the preferred type for our proprietary membrane skids. However, a conductive probe can be substituted if preferred. In this case, Rosemount is preferred. Dupont engineering team is looking into this, but since this is a flow present signal as opposed to a liquid level signal they are struggling to find an adequate replacement using the types in the specification.	8/8/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	11	101		not listed as approved manufacturer. may fall under "owner approved equal"; however, will need to discuss with City. pdf page 320	Process-Mechanical	Resolved	Please consider Rosemount pressure transmitters. Siemens transmitter adder (SF): \$21k	8/8/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	12	102		Manufacturer: Rosemount per spec 40 91 12 Section 2.3 B PDF page 336	Process-Mechanical	Resolved	To change the Water Analytics Aquametric instruments on the CIP skid to Rosemount. CIP skid Rosemount Analytical instrument adder: \$6k	8/8/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	13	104		dewpoint analyzer? intake filter-silencer? Spec 43 12 51 Section 2.7 A	Process-Mechanical	Resolved	Both the dewpoint analyzer and the intake filter silencer are included in the current proposed compressed air package (per spec)	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	14	107		One container each coating material used? 1 year lubricant? Spec section 46 61 54 1.9 D	Process-Mechanical	Resolved	The container of each coating material used and 1 year supply of lubricants are currently included	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	15	124		Is this reflected in the cost?	Process-Mechanical	Resolved	Yes, the current proposal price does not include backwash pumps, backwash tanks (filtrate is what is in the rack header, not external supply. ~600 gal. After that the feed provides cross flow sweep of fibers) nor blowers.	8/2/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	16	124		Blowers were required as part of proposal. Section 43 12 10	Process-Mechanical	Resolved	City is willing to proceed with air-driven backwash	7/7/2023

File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	17	125		This is a cost adder.... is this acceptable to City?	Process-Mechanical	Deferred	To be resolved during negotiation / scope of supply validation	8/8/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	18	125		Does this mean it's shipped loose?	Process-Mechanical	Deferred	A shipped loose pH meter for the common UF filtrate can be provided. \$4k adder.	8/8/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	19	125		Spec 46 61 54 2.2 E 2 requires capability of running 2 CIP simultaneously. One CIP tank will not sufficiently meet.	Process-Mechanical	Resolved	Dupont recommends a single tank as it is only used as water preheating, not chemical batch mixing; no chemicals are circulated through the tank. 2.2.E.2 reads "The CIP system shall be provided to allow two cleans to be performed simultaneously, if required , one by each CIP system. A future CIP system in envisioned for future membrane skids." It is our interpretation that the 2nd CIP tank can be added when the future CIP system / future membrane skids are added. Two CIP systems can be provided if required, but it is not necessary for the proposed system.	8/2/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	20	125		see comment above.. blowers required.	Process-Mechanical	Resolved	Noted	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	21	125		Membrane unit filtrate pH has not been included with this proposal	Process-Mechanical	Under Review	We can provide a shipped loose pH meter for the common UF filtrate if desired. The adder for a shipped loose pH meter for the common UF filtrate is \$4k. The adder for the Chlorine analyzer for the CIP waste line is \$11k See Clarification Tab line 31 for reference.	7/24/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	22	126		Spec 46 61 54 Section 2.1 D 6	Process-Mechanical	Resolved	Noted	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	23	126		, if more time is required it shall be included via change order.	Process-Mechanical	Resolved	Proposal acceptable	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	24	130		4 ft minimum spacing between units per spec 46 61 54 section 2.2 C 2	Process-Mechanical	Resolved	Spacing will be per collaborative design effort; 4 ft minimum. Alternative layout shall be provided.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	25	130		units not to exceed 6 ft width per spec 46 61 54 section 2.2 C 2	Process-Mechanical	Resolved	Skids as proposed (MR4) are acceptable	7/7/2023

File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	26	130		how do operators access interior modules?	Process-Mechanical	Resolved	City has chosen to move forward with the butterfly arrangement which eliminates this issue.	8/23/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	27	158		should be supplied by supplier. Spec 46 61 54 Section 1.4 G. Only 1 tank? See comment above.	Process-Mechanical	Resolved	One tank to be supplied for exsiting conditions and expanded in the future as proposed.	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	39	130		Widths and Lengths of building detailed here consistent with current civil footprint.	Civil	Resolved	The new layout shows the same existing building footprint with 4' spacing between skids	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	41	54		Submit a network architecture diagram showing protocoled devices. See 40_91_00 Section 1.3, G for specifications.	I&C	Resolved	To be resolved during design progression to allow for review and approval. As noted this shall be created during submittals	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	42	106		The chemical metering pumps and chemical tanks will be installed in an adjacent building, and the Membrane Supplier will need to provide a RIO panel in this building that controls/monitors the chemical systems via fiber integration with main PLC. See drawings 000-I-604,605 for network concept. All field devices in the chemical system will be spec'd for analog and digital signal integration. The chemical RIO shall be NEMA 1 rated	I&C	Resolved	To be resolved during design progression to allow for review and approval. MEMCOR can provide this panel, please provide digital input and output counts (Contractor Scope of Supply - FYI only)	7/7/2023
1-A-085163 Meridian ID CPlI Proposal 230526.pdf	43	106		All Membrane Supplier control panels installed in the filtration building shall be NEMA 4 rated	I&C	Rejected	Provide panels per the specifications this adder is ~\$9.5k for the PCP, the CIP skid panel and the neutralization skid panel	7/24/2023



File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
1-A-085163 Meridian ID CII Proposal 230526.pdf	44	109		Integration of the Membrane system onto facility SCADA is by others. Membrane Supplier to provide addresses and registers for exchange of information between Supplier PLC and SCADA.	I&C	Resolved		7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	45	124		Acceptable per addendum	I&C	Resolved		7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	46	153		Vendor equipment and instruments shall conform to owner's tagging standards. See Control Narrative appendix to PER report.	I&C	Resolved		7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	47	155		All of these and the network blocks need to be shown on the control network diagram.	I&C	Resolved	To be resolved during design progression to allow for review and approval.	7/24/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	48	156		All PIT's, TIT's, and hydrostatic LIT's that are furnished/provided by Vendor are to be loop-powered. If PY and TY are signal isolators, they are not needed on loop-powered devices.	I&C	Resolved	Further I&C and electrical coordination required. To be resolved during design progression to allow for review and approval.	8/4/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	49	158		VFD	I&C	Resolved	VFD required for this application. CIP skid pump VFDs: \$65k (total pricing for both pumps). An adder (including deduct for constant speed drive) of \$38,000.	8/15/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	50	159		PSL's are not externally powered. External power indicators on the P&ID in this proposal are generally questionable. Accurize them, or the field Contractor may over bid the job.	I&C	Resolved	Further I&C and electrical coordination required. To be resolved during design progression to allow for review and approval.	8/4/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	51	160		Switches are not externally powered. Typ	I&C	Resolved	Further I&C and electrical coordination required. To be resolved during design progression to allow for review and approval.	8/4/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	52	162		Membrane backwash is not being recycled but instead going to plant drain. The tank and recycle pumps shown 'by others' should be removed from this proposal.	I&C	Resolved	Noted	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	61	150		The total system load is less than Stantec's design basis load. A preliminary load total is 280kVA. This system does not use backpulse pumps. It also does not use blowers. It uses a compressor instead which also provides instrument air. Hence, the lower load and operating cost.	Electrical	Resolved	Noted	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	62	158		Inconclusive if motors comply with Div 26 motor spec.	Electrical	Resolved	Supplier confirmed compliance to div 26.	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	63	161		This system uses a compressor in lieu of multiple blowers.	Electrical	Resolved	Noted	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	68	21		This note appears to be in conflict with the executive summary which states the price is good for 18 months.	General	Addressed Elsewhere	Reference Contracts tab line no. 7 where a CIP of 3% is discussed.	8/11/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	69	89	Yes	Confusing statement; Dupont should be asked to clarify.	General	Resolved	As referenced above, the units are available to turn on unless they are currently performing one of the following: Backpulse, CIP or maintenance clean, MIT, or repair.	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	70	90		Design flow is based on maximum month scenario. Design recoveries should be based on that scenario, not average daily flow.	Process-Mechanical	Resolved	Confirmed from bottom up check.	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	71	92		This method is silent on LRV assessment. Confirm that membrane guidance manual approach to LRV calculation is performed.	Process-Mechanical	Resolved	Yes, we convert the AHT (or PDT) value to an LRV as per (using equations defined in) the Membrane Filtration Guidance Manual (MFGM).	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	72	94		These modules have been referred to as both 721 and 731 sf in this proposal in multiple locations. Please clarify.	Process-Mechanical	Resolved	The proposed module surface area is 731 sf	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	73	121	Yes	Schedule limitations not compliant with the warranty spec.	General	Resolved	See revised warranty spec language for final schedule implications.	8/11/2023



File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
1-A-085163 Meridian ID CII Proposal 230526.pdf	74	123	Yes	DuPont has provided comments and suggested modifications to the sample agreement. Stantec recommends City review in advance of selection to assess which are acceptable or can be resolved with negotiation, and which are not and must be rejected.	General	Addressed Elsewhere	To be resolved during negotiation	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	75	124	Yes	Flux and TMP limits to a conservative design basis are not feasible. Facility may be rerated after testing. Water quality is a necessary part of the design, and Dupont certification that their membrane formulation will work without irreversible loss is needed. These are not compliant with specified requirements.	General	Resolved	The City is willing to defer the higher flux testing until after the Process Performance warranty period; this means that higher flux testing to the specified value following that period does not invalidate the module warranty as specified. The maximum TMP of L40N of 22 psi will be held to match the module design constraints.	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	76	124	Yes	DuPont has submitted a list of deviations. Stantec recommends City review in advance of selection to assess which are acceptable or can be resolved with negotiation, and which are not and must be rejected. None have identified cost or schedule impacts so these will need to be addressed during further review.	General	Addressed Elsewhere	Refer to City Clarification Feedback dated 7/31	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	77	125		Does not meet specification for 10% spare space on skids.	Process-Mechanical	Deferred	Provisionally accepted, pending final decisions on number of skids purchased.	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	97	2		Incorrect project number.	General	Resolved	City Project Number is PW-2313-1128.1	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	98	5		This says Appendix D on dedicated project team. Also, the resumes are shown after all of the drawings. Not sure if that is a mistake or not	General	Resolved	Please refer to the Appendix C - Resume's for additional details on the project team.	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	99	53		add size of service center, staff tenure and capabilities	General	Resolved	Noted. Update: Please review attached.	7/24/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	100	55		in TOC, it says the resumes are in Appendix C.	General	Resolved	Correct, appendix C include the resumes	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	101	100		Where can we find specs on DuPont standards? Please include clarification on this	General	Resolved	Please review attached. Update: Please review attached.	7/24/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	102	107		Missing price of spare parts	General	Resolved	The price for the spare parts is included in the total proposal price	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	113	27		Based on Spec 46 61 54 2.1.D, maximum instantaneous flux = 25 gfd. Does not match calculated flux at proposed 7 skids, 731 sf per module. Stantec to verify.	Process-Mechanical	Resolved	Please use a feed flow of 17.3 mgd (plus 26,000 gpd other filtrate needs) when confirming via calculations. More data can be supplied upon request.	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	114	37		Based on Spec 46 61 54 2.1.D, maximum instantaneous flux = 25 gfd. Does not match calculated flux at proposed 7 skids, 731 sf per module. Stantec to verify.	Process-Mechanical	Resolved	Please see above.	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	115	89	Yes	Daily operating recovery of 95% shall be met during worst raw water quality conditions. Reference: PAGE 46 61 54-20. Stantec investigating difference.	Process-Mechanical	Resolved	The recovery of the proposed system is >90%	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	116	103		Number of the CIP Tanks is 2 in Membrane Procurement Technical Specification Reference: Page 551, Table 2-13: Clean in-place design criteria	Process-Mechanical	Resolved	To be resolved during negotiation / scope of supply validation Please see above	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	117	108		Missing the number of trips on site required, in addition to number of days. Reference: PAGE 46 61 54-36	General	Resolved	Please see below	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	118	108		1 trip	General	Resolved	Included as specified	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	119	108		3 trips	General	Resolved	Included as specified	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	120	108		3 trips	General	Resolved	Included as specified	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	121	108		1 trip	General	Resolved	Included as specified	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	122	108		4 trips	General	Resolved	Included as specified	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	123	108		2 trips	General	Resolved	Included as specified	7/7/2023

File	No.	Page Label	Critical Comment	Comments	Discipline	Status	Final Comments	Status Update
1-A-085163 Meridian ID CII Proposal 230526.pdf	124	118	Yes	Missing this criterion for performance condition: Total Membrane System Recovery: Minimum of ninety-five percent (95.0%) based on the total plant volume produced relative to the total plant feed volume over the course of any one (1) day. REFERENCE: MEMBRANE PROCUREMENT TECHNICAL SPECIFICATION PAGE 46 61 54 -39 and 46 61 54 -40.	General	Resolved	The recovery of the proposed system is >90%	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	125	119		MISSING INCLUDING ALL THE PARAMETERS AS DEFINEND FOR RAW WATER QUALITY. REFERENCE: MEMBRANE PROCUREMENT TECHNICAL SPECIFICATION 46 61 54-18.	Process-Mechanical	Resolved	The proposed system has been designed to treat the water quality described in the specification	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	126	119	Yes	Operation up to a flux 45 gfd and maximum TMP pressure of 35 psi for pressure membrane systems shall not invalidate the System Performance Warranty. Reference: Membrane Procurement Technical Specifications-PAGE 01 79 50 - 3 PART I.	Process-Mechanical	Addressed Elsewhere	Refer to Item 75; Resolved on approach on Clarifications log. The system is warranted as proposed. The published maximum transmembrane pressure of L40N is 22psi. If alterative design fluxes are going to be considered for re-rating the facility a pilot or online study would be recommended. Resolved with revised warranty discussions.	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	127	125		The combination of chemical addition and the membrane system must reduce the total phosphorous to the target level. The main objective of The Tertiary Membrane Filtration Project is to provide adequate capacity to meet 2040 flow conditions and bring average WRRF total phosphorus. The Suppler shall guarantee if the membrane system is capable of reducing total phosphorous to the target level under reasonable coagulant dosing scenarios.	Process-Mechanical	Addressed Elsewhere	The specification acknowledges pretreatment needs; this is a shared responsibility. Refer to discussion of Proposed Dupont Clarification NO. 14. Ultrafiltration modules remove particulate phosphate but not soluble. With proper prep retreatment the total phosphorous can be reduced and DuPont can support Stantec and the City in selecting suitable coagulants for PVDF membranes. Since the upstream biological process and coagulant dosing are outside DuPont's control the total phosphorous in the filtrate cannot be guaranteed.	8/8/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	128	131		It should be neutralization tank.	Process-Mechanical	Resolved	Correct, this has been changed on the updated layout	7/7/2023
1-A-085163 Meridian ID CII Proposal 230526.pdf	129	160		The membrane supplier requires to provide the NEUT Tank Size and Capacity. It was provided in general layout but not in the P&ID sheet	Process-Mechanical	Resolved	The proposed system requires a neutralization tank with a 15,000 gallon working volume	7/7/2023

Exhibit C
Modifications

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Contract Modifications, Technical Feedback

8/23/2023
Stantec
City

No.	Reference	Proposed Modification	Issue / Topic	Final Comments	Status	Date
1A	SAMPLE AGREEMENT 2.2	DuPont foresees the project payment milestone schedule will be established in the final agreement, this schedule will be subject to mutual agreement between the Buyer and Seller. Given the project's scope, it is expected that multiple deliveries will be necessary, and thus invoices for partial deliveries are expected to be duly accepted.	Milestone Schedule	The City and Dupont agreed to assign milestones as part of the agreement.	Resolved	8/15/2023
1B			Partial Deliveries and Payments	<p>Require justification in advance for early deliveries, with clear storage, custody and risk allocation. Address in advance any warranty implications for early delivery. The proposed warranty language could conceivable allow for warranty to expire prior to end of construction. If partial deliveries are allowed, make them clearly identified with appropriate progress payment terms in advance.</p> <p>Introduce provision in the agreement for development and definition during project design. Partial payments for incremental deliveries acceptable to City, included in milestone schedule as feasible now.</p>	Resolved	8/15/2023

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Contract Modifications, Technical Feedback

8/23/2023
Stantec
City

No.	Reference	Proposed Modification	Issue / Topic	Final Comments	Status	Date
2	SAMPLE AGREEMENT SECTION 5	In the event of a termination for convenience (TFC), including circumstances where it is deemed in the best interest of the City and without any fault on the part of the Seller, the Seller shall be entitled to receive payment for all work performed, regardless of whether it has been delivered or remains undelivered, up until the date of termination.	Payment for incurred expenses	<p>The method for assessing the expenses incurred, as well as disposition of all material assets covered by those expenses should be defined in advance. Note that some materials could have value to Dupont (materials that can be used for other projects) but may not have value for the City (City would not want to acquire). Goods restocking fee (for already delivered materials, or materials in factory).</p> <p>TFC will be maintained by the City, in the event of termination, City would need justification for payment. City would receive materials paid for within a reasonable limit. TFC very unlikely.</p>	Resolved	8/15/2023
3	SAMPLE AGREEMENT Article 7	In Article 7, the City requests that the Supplier indemnify it against specific claims that are "not caused by or arising out of the tortious conduct of the City or its employees." This language should be amended to cover claims "caused by or arising out of the Supplier's negligence or willful misconduct."	Indemnity	Revised language agreed to in email correspondence dated 8.22.23 from Kurt Starman.	Resolved	8/23/2023

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Contract Modifications, Technical Feedback

8/23/2023
Stantec
City

No.	Reference	Proposed Modification	Issue / Topic	Final Comments	Status	Date
4	SAMPLE AGREEMENT Article 12	"Buyer and Seller agree that time is of the essence of this Contract and that Buyer will suffer damages if Seller's equipment is not delivered to Buyer within the times specified herein. Further, Buyer and Seller recognize the delays, expense and difficulties involved in proving the actual damages suffered by Buyer if Seller's equipment is not delivered on time. Accordingly, and in lieu of requiring proof of such damages, Seller agrees to pay, as liquidated damages for delay (but not as a penalty) \$250 per day that expires after the times specified herein, subject to the following limitation. THE PAYMENT OF LIQUIDATED DAMAGES BY SELLER IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DELAYS. NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY EXPRESSLY PROVIDED HEREIN, SELLER'S LIABILITY FOR DELAY SHALL NOT EXCEED A 10% OF THE PRICE PAID TO SELLER UNDER THE CONTRACT.")	Liquidated damages and limit of liability	City (Keith and David) and Dupont legal to directly discuss. City and Dupont agreed to 100% in Warranty negotiations (01 79 50 6) and agreement discussions with email dated 9.26.23 from Dupont. 8/15/23 Update: Resolved	Resolved	8/15/2023

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Contract Modifications, Technical Feedback

8/23/2023
Stantec
City

No.	Reference	Proposed Modification	Issue / Topic	Final Comments	Status	Date
5	SAMPLE AGREEMENT ADD Article 27	Ownership of Materials and Licenses. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.	Ownership of Materials and Licenses	City will disclose as required by law (federal/state). Use language as noted.	Resolved	8/15/2023
6	SAMPLE AGREEMENT ADD Article 28	LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.	Limitation of Liability	Limit Of Liability cap at 1.4x the contract value. Dupont confirmed agreement.	Resolved	8/23/2023

Client: City of Meridian
Project: Tertiary Filtration Project
Document: Review of DuPont's Proposed Contract Modifications, Technical Feedback

8/23/2023
Stantec
City

No.	Reference	Proposed Modification	Issue / Topic	Final Comments	Status	Date
7	Meridian Present Worth Evaluation Worksheets	The proposal is based on the current market conditions and material cost and is valid for ninety (90) days 150 days from the date of issue. The price listed herein shall remain valid with a Notice to Proceed (NTP) to Fabricate by August 30th, 2024, as long as the CPI increases by no more than 2% between the Bid Date and the Notice to Proceed (NTP) to Fabricate. Should the CPI increase more than 2% during this period, then the contract shall be equitably adjusted for the increase above 2% from the Bid Date based on the CPI index "CPI-U, US City Average, all Items (non-seasonally adjusted)" as compiled by the U.S. Department of Labor.	Price Indexing	Refer to discussion on the proposal review comments No 68. DuPont has also extended the price validity of their proposal by an additional 60 days (revised date of October 22, 2023). NTP for entire project will be submitted along with NTP for fabrication of parts of the project will be provided to help reduce total amount of potential escalation. CPI increase of more than 3% would then be applied to remaining items not included in the notice to proceed fabrication. City asking for reduction in price if more than 3% drop in CPI. Update: Total NTP with line item approval for payments. Dupont agrees to downward correction also.	Resolved	8/23/2023
8	Section 01 79 50	Please refer to Section 10 – Membrane System Warranty for DuPont's warranty offering herein.	Warranty	Resolved in revised warranty specification.	Reopened	8/23/2023

SECTION 01 79 50 – MEMBRANE SYSTEM WARRANTY

PART 1 -- GENERAL

1.1 GENERAL

- A. All membrane system equipment, software and performance bond documents shall be furnished to the CITY, in a form acceptable to the CITY, simultaneously with the execution of the Purchase Order Agreements with CITY.
- B. The SUPPLIER shall provide manufacturer's warranty certificates for the membrane modules and individual equipment as specified in individual equipment specification sections, in a form acceptable to the CITY, for the membrane system and individual equipment.
- C. These warranties are not the exclusive remedy for the CITY in the event of any breach of this Agreement.

1.2 MEMBRANE SYSTEM EQUIPMENT AND SOFTWARE WARRANTY

- A. For a period of 2 years, commencing from the date of Final Completion of the general construction contract, the SUPPLIER guarantees the following:
 - 1. **Membrane System Equipment Warranty.** That all work, materials, equipment and products provided by the SUPPLIER, exclusive of the membrane modules, will be free from defects in materials and workmanship. The Seller warrants the Work, or any components thereof, through the earlier of (i) thirty (30) months from delivery of the Work or (ii) twenty-four (24) months from Final Completion the Work or ninety (90) days from the performance of services (the "Warranty Period").
 - 2. **PLC Software Warranty.** That SUPPLIER will make necessary changes and implement upgrades to the PLC software relating to providing solutions to all membrane system programming defects or deficiencies encountered during testing and operation of the membrane system.
- B. Subject to the following sentence, Seller warrants to CITY that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by CITY shall be the sole and exclusive responsibility of CITY.
- C. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by CITY and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to CITY, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to CITY under warranty, tort or any other legal theory.
- D. If CITY gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as CITY's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price.

- E. SUPPLIER shall provide a Performance Bond to CITY to secure SUPPLIER's performance of its obligations herein.
- F. The SUPPLIER shall make, or have made at the expense of the SUPPLIER, repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the specifications any part of the work, materials, or equipment, which during the 2 year warranty period is found to be deficient with respect to any provision of the Specification.
- G. Unless otherwise agreed to in writing by Seller, (i) CITY shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies.
- H. If Seller and City determine that any claimed breach is not, in fact, covered by this warranty, CITY shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller shall evaluate claimed breach and inform the City before performing warranty work, if the breach is not covered by the warranty.
- I. Seller's warranty is conditioned on CITY's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed.
- J. If a defect or deficiency is of a kind which in the reasonable opinion of the CITY requires immediate correction to avoid injury to the CITY, the CITY may make or have made such repairs, adjustments, replacements, or other corrective work, and the SUPPLIER agrees to promptly pay the CITY invoice for the corrective work. Such payment shall be made within 30 days of the date shown on the CITY's invoice to the SUPPLIER.

If a defect or deficiency is of a kind which in the reasonable opinion of the CITY does not require immediate correction, and the SUPPLIER has failed to mobilize to the Site or has failed to commence undertaking corrective work within 7 calendar days of notification from the CITY, then the CITY may make or have made such repairs, adjustments, replacements, or other corrective work and the SUPPLIER agrees to promptly pay the CITY's invoice. Such payment shall be made within 30 days of the date shown on the CITY's invoice to the SUPPLIER.

- K. If, in the performance testing or operation of the equipment after installation, the CITY finds latent defects or finds that equipment and/or software programming fails to meet any requirements of the Specifications, the CITY shall have the right to make reasonable use of such equipment until it can be shut down for correction of defects without injury to the CITY; provided that the period of such operation pending the correction of defects shall not exceed 6 months without the written consent of the SUPPLIER.
- L. Prior to the expiration of the Membrane System Equipment and Software Warranty period, the SUPPLIER shall provide a electronic copy of documentation of the updated system software to the CITY.

1.3 SYSTEM PERFORMANCE WARRANTY

- A. For a period of 2 years, commencing from the date of Final Completion of the general construction contract, the SUPPLIER shall warrant that the membrane equipment and ancillary systems when operated within conditions specified in the Technical Specifications and PER will meet the Performance Criteria as specified in Section 46 61 54 – Pressurized Membrane System and as listed below.

B. Equipment Performance Criteria

Subject to provisions below, DuPont (the “Supplier”) warrants to the City of Meridian (the “CITY”) that Supplier’s Equipment will meet the following performance criteria during the ITP (the “Initial Performance Test”):

2	PARAMETER	VALUE	UNITS
	Production Capacity Total ¹	17.3	MGD
	Minimum Temperature	14.83	DegC
	CIP Frequency ⁴	30	days
	Acid Maintenance Wash Frequency ⁴	48	hours
	Chlorine Maintenance Wash Frequency ⁴	72	hours
	Filtrate Turbidity ³	≤ 0.1 95% and ≤ 0.3 maximum	NTU

Notes:

(1) *The net production rate of finished water over a 24-hour period of continuous operation, equal to the rate of raw water entering the Membrane Filtration System multiplied by the overall system recovery when operated at or below the average flux rate.*

(2) *When operating at the maximum design capacity.*

(3) *When a properly maintained and calibrated analyzer receives the appropriate sample flow and excluding potential regrowth.*

(4) *A clean in place will be performed before the beginning of the performance test.*

(5) *Maintenance wash frequency includes acid and chlorine maintenance cleans to be performed at a minimum of every seven (7) days.*

- B. Feed water characteristics shall be per Section 46 61 54 2.1.A.4 Design Influent Quality.

Prior to and during the 2 year Performance Test, the CITY shall be responsible for the following: (i) operation of the Equipment in accordance with Supplier’s O&M manual and Supplier’s instructions, (ii) resolution, to Supplier’s satisfaction, of any issues identified by Supplier as described in the following paragraph, (iii) demonstration that the feed water quality has continuously met the Feed Water Characteristics by means of a sampling and water analysis program mutually agreed to by CITY and Supplier, (vi) payment of all costs associated with the Test including without limitation, laboratory testing services, and (v) site preparedness including without limitation, availability of water, calibration of instruments, permits and resolution of Supplier’s issue list. The CITY’s substantial and meaningful failure to meet any of these responsibilities shall nullify the Performance Warranty.

If during the Test the Equipment fails to meet the Equipment Performance Criteria provided above the CITY shall provide Supplier access to its plant and all relevant operating data so that Supplier may evaluate the performance of the Equipment. In addition, Supplier shall have the right to inspect the Equipment and recommend operational changes for implementation by CITY. Recommendations provided by Seller

will not change the parameters of this warranty.

For the same period, the SUPPLIER shall warrant that the operational values that were provided by the SUPPLIER for use in Proposal Evaluation and Life Cycle Cost determination shall be met; this establishes the basis for the Performance Bond described herein.

- C. The 2-year warranty period shall be extended by 12 months if:
 - 1. SUPPLIER fails to satisfactorily complete the 2-year Performance Warranty test
 - 2. System requires operational changes or cleaning beyond the operation and maintenance as stated in Proposal Present Worth Evaluation Worksheets.
- D. A Performance Bond shall be provided by SUPPLIER to CITY to secure SUPPLIER's performance of its obligations herein. Said Bond shall remain in effect through the performance of the contract and the 2-year System Performance Warranty period, and any extension thereof per above. The SUPPLIER warrants satisfactory performance of the membrane modules and ability of the membrane system to achieve operational and treatment requirements at the membrane flux as specified. Additional requirements are as summarized above and proposed in the Proposal Present Worth Evaluation Worksheets.
- E. CITY shall make available to SUPPLIER electronic records of historical performance for SUPPLIER review.

Within 7 calendar days of notification by CITY of unsatisfactory performance of the membrane system, the SUPPLIER will take the necessary actions, to maintain the performance of the membrane system in accordance with the membrane performance requirements set out herein.

- F. If during the Test the Equipment fails to meet the Equipment Performance Criteria provided above the CITY shall provide Supplier access to its plant and all relevant operating data so that Supplier may evaluate the performance of the Equipment. In addition, Supplier shall have the right to inspect the Equipment and recommend operational changes for implementation by CITY. Upon implementation of any Supplier-recommended operational changes, Supplier shall have the right to commence a second Test. If during the second Test, the Equipment fails to comply with the Equipment Performance Criteria listed above while the feed water continues to comply with the Feed Water Characteristics, Supplier shall be in breach of the Performance Warranty. Alarms raised by the control system shall be addressed by the CITY and shall not cause an interruption of the Test.

The SUPPLIER is responsible for increases in power or chemical consumption over the Present Worth period when compared to Guaranteed Operation and Maintenance Present Worth Cost as calculated in the Present Worth Evaluation Worksheets. If during the Performance Testing the Equipment fails to meet the power or chemical consumption requirements stated in the bid form, DuPont will pay Liquidated Damages ("LDs") as sole and exclusive remedy for failure to meet these requirements. The LDs will be paid in the form of a lump sum payment for complete satisfaction of failure to meet these requirements. LDs will be calculated based on the Present Worth Evaluation Worksheets submitted with the proposal.

- G. If Seller is in breach of the Performance Warranty as provided above, the Seller shall, as its sole obligation and as CITY's sole and exclusive remedy, subject to the limitations below, in its sole discretion:
1. Review and optimize system operation as appropriate
 2. Repair modules
 3. Perform additional cleaning
 4. Replace modules with new modules
 5. Add modules into expansion slots
 6. Replace modules with new modules of different version, acceptable to the CITY and ENGINEER, which offer technological advantages.
 7. Provide additional equipment or make modifications to the plant to enable Seller's equipment to meet the Equipment Performance Criteria within existing building without additional capital cost to the City.
 8. CITY agrees to provide space for the additional equipment within the existing building and further acknowledges that additional operating expenses related to the additional equipment will be for CITY's account.

H. Completion of Obligations

The Seller shall have met or been deemed to have met its Performance Warranty obligations and shall have no further obligations or liability to CITY upon:

- (i) the Seller's Test report confirming successful completion of the Test,
- (ii) the Equipment being exposed to feed water that is outside of the feed water characteristics, the feed water contains substances that are harmful to membrane systems including without limitation solvents, oil, polymers other than polymers expressly approved by Seller, or the feed water contains sand, grit and/or debris,
- (iii) the CITY is in default of its payment obligation to Seller,
- (iv) the CITY makes any repairs or alterations to the Equipment without Seller's prior written consent
- (v) the CITY fails to commence or complete the Test within the timeframes specified above for reasons other than those reasonably attributable to Seller, or

Limitations

THE REMEDIES PROVIDED TO CITY ABOVE ARE THE CITY'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE BY SELLER TO SATISFY THIS PERFORMANCE WARRANTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY EXPRESSLY PROVIDED HEREIN, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

SELLER'S LIABILITY UNDER THIS PERFORMANCE WARRANTY SHALL NOT EXCEED 100% OF THE PRICE PAID TO SELLER UNDER THE EQUIPMENT CONTRACT.

SELLER'S TOTAL CUMULATIVE LIABILITY UNDER THIS PERFORMANCE WARRANTY AND THE EQUIPMENT CONTRACT, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR MECHANICAL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE EQUIPMENT CONTRACT, SHALL NOT EXCEED THE LIABILITY LIMITATION SET FORTH IN THE EQUIPMENT CONTRACT.

THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER THE LIABILITIES OR DAMAGES ARISE, OR ARE ALLEGED TO ARISE, UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

2.1 This Section Intentionally Left Blank

2.2 EXTENDED MEMBRANE MODULE WARRANTY

- B. For a period of seven (7) years, commencing from the date of wet startup of the equipment or Six (6) months after the delivery of the final low pressure membrane skid/rack to the CITY. If the membranes are stored per the SUPPLIER'S recommendations warranty commencement can be extended up to twenty-four (24) months from delivery. Supplier shall have access to the membranes after delivery prior to wet startup for periodic inspection. The SUPPLIER guarantees that the membrane modules will be free from defects in materials and workmanship. Defects shall be defined as herein.
- C. SUPPLIER shall provide a warranty certificate, to secure SUPPLIER's performance of its obligations herein. Certificate shall be submitted for CITY review and approval simultaneously with the initial 60% design submittal for the membrane system (Section 46 61 54).
- D. During the first 2 years of the warranty period, repair and replacement shall be the sole responsibility of the SUPPLIER. A replacement will be supplied by Seller at no charge including labor, materials, tools, packaging, shipping, shipping coordination.
- E. If a low-pressure membrane module shall require replacement under the repair and replacement conditions described in section 3 below during the next sixty (60) months of the Module Warranty Period, a replacement will be supplied by Seller and invoiced based upon a pro-rata value of a total of eighty-four (84) months. The pro-rata value shall be determined using a replacement price of US \$1,750.00 per module adjusted by the increase in the North American Consumer Price Index (CPI) All Urban Consumers (US City Average) from the date of bid and reducing this price by 1/84th for each month remaining in the 84-month period.
- F. CITY shall be responsible for pulling, transferring, and returning modules to and from the preservation solution and the cell/skid.
- G. Replacement modules supplied by the Seller to CITY under warranty shall assume the balance of the low-pressure membrane module warranty that remained on the defective low pressure membrane module that was replaced under warranty.
- H. CITY will return to Seller a photograph of the end of each low-pressure membrane module with the serial number for a replacement module.
- I. Membrane modules that serve as replacement modules under the terms of the Extended Membrane Module Warranty shall be free from defects in materials and workmanship as described herein.
- J. The CITY shall provide the SUPPLIER with notification of any defect at least 7 calendar days in advance of its intent to remove the membrane module(s) from service to preservation. SUPPLIER shall have the option during such advance notice period to send in a technician to witness the membrane module(s) in operation prior to removal. The SUPPLIER shall commence repair or replace of defective membrane module(s) within 14 calendar days of notification during the first 2-years of the term. During the last 5-years of the warranty term, SUPPLIER shall ship and deliver to the site of the WORK

- replacement membrane modules and supplies for module repairs for installation by the CITY. The 7-day advance notice shall be waived by the SUPPLIER if immediate membrane module removal and replacement is required to meet capacity requirements.
- K. **Repair and Replacement Conditions:** In the event an individual low pressure membrane module exhibits defects in material or workmanship, as defined in the Paragraph below, the Seller shall, at its sole option and as the CITY's sole remedy, conduct either of the following: Repair the low-pressure membrane module at no cost to CITY; or Provide replacement low pressure membrane modules per the warranty replacement schedule listed above.
- L. Defects in materials and workmanship are as defined herein:
1. **Integrity Failure Defects:** Membrane integrity testing shall be established to meet the Design and Performance Criteria for each membrane module and for each membrane cell/skid. Membrane modules shall be considered to have integrity failure defects under the following conditions:
 - a. If a module fails the membrane integrity test and cannot be repaired.
 - b. If for a single membrane module more than 0.50 percent (one-half of one percent) of the fibers have required repair (i.e., by pinning or gluing) over the Extended Membrane Module Warranty period, then that module shall be considered to be defective. An individual fiber shall be defined as requiring repair if it has been determined that it is causing the system to fail the membrane integrity test as specified (Section 46 61 54.D.5).
- M. Operation up to a flux of 45 gfd and module maximum design pressure of 22 psi for pressure membrane systems, shall not invalidate the Extended Membrane Module Warranty.
- N. Membrane module warranty commencement for project delays: Membrane modules warranty shall be as described within this specification, except in the case that the project is delayed to an extent that membrane modules cannot be stored without loss of performance capability. The full seven-year warranty will commence if:
1. The project is delayed beyond twenty four (24) months from delivery. Supplier shall have access to the membranes after delivery prior to wet startup for periodic inspection.
 2. Any modules that have been delivered fail to meet manufacturer guidance for long term storage.
 3. **Low Pressure Membrane Module Warranty Exclusions:** The CITY recognizes that damage resulting from any of the following shall be excluded from coverage under the low-pressure membrane module warranty:
 - a. Alteration or faulty installation of membrane system equipment, components or low-pressure membrane modules by any person other than an employee or representative of Seller without

the Seller's prior written consent.

- b. CITY causing or permitting any low-pressure membrane modules to dry or to have a moisture content below that specified in the operating instructions.
 - c. Chemical or physical conditions such as (but not limited to) pH, temperature or climatic factors outside recommended operating parameters in the appropriate section of the Operating and Maintenance Manual even where Seller is aware of the existence of these conditions.
 - d. Supply of influent water exhibiting parameters inconsistent with the parameters determined or specified at the time of bid and/or pilot testing. Deviance from any specified influent parameters may diminish or, in certain cases, void this warranty.
 - e. Exposure of the low-pressure membrane modules to oil, organic solvents and other substances not normally present in wastewater. In particular, wastewater from oil filters and/or compressors shall not be permitted to come in contact with the low-pressure membrane modules at any time.
 - f. Permanent or temporary exposure of the low-pressure membrane modules to sand, grit or other particulate that may result in fiber damage or abrasion.
 - g. Improper maintenance of the equipment (including failure to perform general pinning maintenance) as defined in Seller supplied Operating and Maintenance Manual.
 - h. Use of water treatment chemicals or cleaning procedures other than chemicals, cleaning solutions and procedures approved by the Seller.
 - i. Use of cationic polymer in the CITY's water treatment process without the prior written consent of Seller.
2. Warranty Conditions: This warranty is conditioned upon CITY:
- a. Not being in default of any payment obligations to Seller; and
 - b. Maintaining hand-written or electronic operational logs and providing such logs to Seller in the event of a warranty claim.
3. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES AND SELLER'S TOTAL LIABILITY UNDER THIS CONTRACT, WHEN ADDED TO ALL LIABILITY OF SELLER TO THE CITY AND ANY END USER OF THE SYSTEM, IF DIFFERENT FROM THE CITY, UNDER THIS CONTRACT SYSTEM SALE CONTRACT, SHALL NOT EXCEED THE LIMITATION ON LIABILITY SET FORTH IN THE SYSTEM SALE CONTRACT. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER THE LIABILITIES OR DAMAGES ARISE OR ARE ALLEGED TO ARISE UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

THE WARRANTIES SET FORTH IN THIS CONTRACT ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION ABOVE. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

2.3 GUARANTEED MEMBRANE MODULE PURCHASE PRICE (MMPP)

- B. The Baseline Membrane Module Purchase Price (BMMPP) shall be the value, in U.S. Dollars, for one membrane module listed in the SUPPLIER's Proposal. Price shall include all costs associated with the membrane modules, including materials, tools, packaging, shipping, and shipping coordination with delivery to the site of the WORK, and all costs associated with the return of any defective modules replaced under the

Extended Membrane Module Warranty to the SUPPLIER.

- C. The actual MMPP at the time of purchase shall be the least of the following three options:
 1. The current market price of the membrane module at the time of purchase.
 2. The BMMPP subject to a 2% annual increase from the date of Final Completion of the general construction contract.
 3. The BMMPP subject to an increase using the Consumer Price Index ("CPI"). The CPI shall be the CPI for Western Urban Consumers. The baseline for calculation of upward adjustments to the CPI shall be the CPI index published as of the date of Final Completion of the general construction contract. The CPI adjustment will be the latest CPI index published as of the date when a module purchase order is made by the CITY, compared with the CPI value as of the date of Final Completion of the general construction contract.
- D. The SUPPLIER shall guarantee the acceptance of the above Membrane Module Purchase Price (MMPP) determination as the maximum purchase price per module for twenty (20) years following the date of Final Completion of the general construction contract for installation of the membrane system.
- E. The SUPPLIER agrees to accept this pricing per module for purchases by CITY not associated with a warranty, defect, repair and replacement or performance claim, and for replacement under the Extended Membrane Module Warranty.

2.4 SUBMITTALS

B. Shop Drawings

1. Membrane Warranty
 - a. Provide a listing of chemical constituents, concentrations and exposure time that would result in voiding the membrane warranty.
 - b. For each of the above chemical constituents, identify the instrumentation required and alarm limits necessary to satisfy the warranty provisions of this Section.
2. UF Membrane Modules:
 - a. Include element construction details
 - Materials of Construction
 - Dimensions
 - Provide standard commercial part numbers and materials for elastomeric seals. Note that Buna-N seals are not acceptable.

b. Standard performance parameters

- Operating Temperature
- pH and oxidant tolerance (continuous and intermittent)
- range of membrane flux
- clean water normalized specific flux (permeability or resistivity)
- minimum bubble point or maximum pressure decay test parameters.

c. Storage and handling requirements.

- d. Provide standard operating and maintenance data, including storage solutions (concentration and volume) used during shipment and recommended rinsing solution and volume and long and short-term storage protocols.

C. Factory Test Reports

1. Submit prior to delivery of the membrane modules the following:

- a. The membrane module supplier shall identify each membrane module by a unique serial number and indicate the membrane Lot.
- b. Certification of wet testing for each membrane module conducted at the membrane module supplier's facilities. The membrane module supplier shall certify that each membrane module has passed the quality assurance/quality control tests for membrane element integrity. Acceptable quality assurance and quality control tests include bubble point or pressure hold tests above the minimum value recommended by the membrane module supplier.

D. Certificates of Warranty

1. The listing of chemical constituents, concentrations and exposure time that would void the membrane warranty.

- END OF SECTION -



Available for Distribution

Sourcebook Document

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Document Owner: Kersten, Christopher
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MACHINE AND MODULE TRANSPORT AND STORAGE

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1 Introduction

When Modules are not in operation, suitable storage conditions must be provided to prevent membrane degradation. Storage and transport precautions must be observed at every step of the life of the Modules from shipment to delivery to the job site and beyond when units are put in storage for extended periods of time. Storage requirements differ for PP and PVDF and for submerged or pressure type products. Storage and transport requirements for MBR Modules are described elsewhere.

Definitions:

- Module¹ - The Memcor assembly of Hollow Fibre Membranes sealed with “pots” at each end.
- Spare Module – a wet Module sealed in a plastic bag & packaged in either individual or 4 Module cardboard cartons.
- Array – An assembled housing for a MEMCOR® CP or XP (pressurized) unit.
- Cell – An open tank that contains the Submerged Membrane Filtration Module Rack(s)
- Empty Array – an Array with no Modules installed.
- ShockWatch® Indicator – An impact indicator that provides a visible indication of mishandling.

¹ The advice in this document applies to PVDF Modules made from Jan 2014 onwards. For PVDF Modules prior to this refer to Sourcebook archive doc# SD-228

2 Transport from Australia

Modules can be shipped as Spare Modules or already installed in an Array in the case of pressurized systems. In transit, the following recommendations must be followed for PP and PVDF Modules and Arrays.

2.1 Shipping Recommendations

- Modules and Arrays containing Modules must be shipped at ambient temperatures $>0^{\circ}\text{C}$ and $<40^{\circ}\text{C}$ (32-104 $^{\circ}\text{F}$), kept dry to avoid deterioration of packaging, and protected from direct sunlight.
- When shipping to cold climates where there is a risk of freezing:
 - Modules must be transferred to a temperature controlled truck or shipping container at the port of entry for road transport.
 - Arrays will be shipped as Empty Arrays. These should be kept covered to prevent water ponding or debris collecting on surfaces. The Modules will be shipped separately and transferred to a temperature controlled storage location via temperature controlled trucks as indicated above.
- Spare Modules are protected by a carton and are sealed in a black HDPE bag with a small amount of water to maintain a humid environment. If opened for inspection, the bag must be resealed or the Module must be placed in a new, sealed bag with a small amount of water (approximately 100 mL) to maintain a humid environment.
- Spare Modules and Arrays must be kept sealed. Spare Modules must remain in original packaging and crating until installation.
- Arrays shipped with pre-installed Modules are shipped with a small amount of drinking water added (dechlorinated drinking water for PP Modules) to maintain a humid environment.
- Arrays or crates containing Modules must not be subjected to significant mechanical shocks. A ShockWatch® Indicator (Fig. 1) is attached to each Array and each crate containing Modules when more than 56 Modules are part of the same shipment. If the ShockWatch® Indicator is found activated, accept delivery but notify shipping agent and supplier.
- Temperature dataloggers (Fig. 2) are included in some shipments for temperature monitoring. Follow the directions on the instruction sheet accompanying any datalogger.



Figure 1 - Example of ShockWatch® Indicator

http://www.shockwatch.com.au/shipping_and_handling_monitors/impact_indicators/



Figure 2 – Example of Temperature datalogger

<http://www.logtagrecorders.com/products/trix-8.html>

3 Storage of Spare Modules as Inventory

Maintenance of stock in locations outside of Australia may be required in order to meet timely delivery, satisfy local market requirements or comply with regulatory or customer-driven requirements. Storage of Modules as inventory must comply with the following:

- Store all Spare Modules in accordance with all instructions printed on the shipping carton:
 - Store flat
 - Store indoors and away from direct sunlight
 - Do not expose to temperatures $\leq 0^{\circ}\text{C}$ or $>40^{\circ}\text{C}$. Storage between 5°C and 25°C is preferred.
 - Keep dry (dampness leads to deterioration of the carton)
 - Do not “end stack”
 - Identify bags leaking and re-bag Modules when identified
- Rotate stock – Spare Modules typically carry a one year warranty commencing upon delivery.

4 Storage during Assembly Process

This section covers storage needs for Modules used during the unit assembly process. Typically, this section applies to pressure Modules (M10, L10 and L20) installed in Arrays that are being assembled with other equipment to form a pre-assembled unit.

- Arrays are to be kept sealed at all times except when the necessary connections to external pipework are made. Blanking spades are provided to assist with this. If Modules are installed and arrays are not going to be worked on within 7 days the Array should be completely filled with clean (fresh) drinking water (dechlorinated for PP Modules). Store Array on level ground and drain before moving or commencing work.
- During Assembly, Arrays must be stored under the following conditions:
 - Store away from direct sunlight
 - Do not expose to temperatures $\leq 0^{\circ}\text{C}$ or $>40^{\circ}\text{C}$
- Any external pipework must be thoroughly cleaned before removing blanking spades to prevent debris from entering the Array.
- After connection of the pipework and instruments, the Arrays must be filled with a small quantity of water to maintain a humid environment. If a unit is pressure-tested after assembly, a small amount (approximately 10L) of drinking water must be maintained in the Arrays after the test to maintain a humid environment.
- When Modules must be removed from an Array or cell, observe the following recommendations:
 - Modules should be kept moist at all times.
 - For temporary storage, small quantities of Modules should be immersed in a tank filled with drinking water (dechlorinated for PP) for less than 48 hours. Take steps to prevent microbial contamination or damage caused by swarf by covering the tank.
 - For larger quantities of Modules and/or Modules that need to be stored for more than 48 hours, Modules should be re-bagged and stored as spares (Section 3 above).

5 Transport to Job Site

Apply the same criteria as per Section 2 and ship within the temperature range $>0^{\circ}\text{C}$ and $<40^{\circ}\text{C}$ (32-104°F). In climates where there is a risk of freezing or extreme heat, it will be necessary to ship Modules in a temperature controlled environment.

Where it is not feasible to ship in a temperature controlled environment, it may be necessary to schedule shipments to avoid these periods of temperature extremes.

6 Storage at Job Site

This section describes the storage of Arrays and Spare Modules at the customer's site prior to installation.

- Spare Modules should be stored in accordance with the instructions printed on the carton. Refer to Section 3.
- Arrays must be stored at ambient temperatures $>0^{\circ}\text{C}$ and $<40^{\circ}\text{C}$ (32-104°F), kept dry and protected from direct sunlight. Arrays should be covered or stored indoors to prevent water or debris collecting in the top isolation valve area.
- If Modules are installed and Arrays are not going to be worked on within 48 hours of delivery the Array should be completely filled as below:
 - If storage time will exceed 7 days, use appropriate storage solutions as per section 7.
 - If storage will be for less than 7 days then it is acceptable to use clean (fresh) drinking water (dechlorinated for PP)

7 Storage after Installation

This section describes the procedures for storage of systems for shutdowns greater than 7 days for surface water systems, and shutdowns greater than 3 days for waste water, coagulant dosed & seawater systems.

- If Modules have been in operation, perform a standard CIP in accordance with site operating instructions, otherwise proceed to next step.
- Open all filtrate isolation valves
- Fill system with storage solution.
 - For PVDF membranes this is a maximum 5 ppm sodium hypochlorite solution in clean (fresh) drinking water or RO permeate.
 - For PP membranes this is 0.5% MemClean EXA2 (or 0.25% sodium hydroxide) with a pH of approximately 12.8 and conductivity of $12.9\text{ mS}\cdot\text{cm}^{-1}$.
- Measure and record free chlorine concentration and pH of storage solution.
- Once a week inspect for leaks and add more water if necessary
- Monthly for surface water systems and weekly for wastewater, coagulant dosed & seawater systems
 - Recirculate the solution and measure and record the free chlorine concentration, pH & conductivity of storage solution.
 - For PVDF membranes, if residual free chlorine is $\leq 0.5\text{ ppm}$ top up with sodium hypochlorite solution to a maximum of 5 ppm.

- For PP membranes, if pH <12 add more sodium hydroxide to increase the pH to 12.8
- Monthly for wastewater and coagulant dosed systems drain and refill the unit with fresh drinking water or RO permeate
- Maintain plant room temperatures to avoid freezing conditions or recirculate via the CIP system to ensure water in the Array cannot freeze.
- When Modules must be removed from an Array or cell, observe the following recommendations:
 - Modules should be kept moist at all times.
 - For temporary storage, small quantities of Modules should be immersed in a tank filled with drinking water (dechlorinated for PP) for less than 48 hours. Take steps to prevent microbial contamination or damage caused by swarf by covering the tank.
 - For larger quantities of Modules and/or Modules that need to be stored for more than 48 hours, Modules will be re-bagged and stored like spares (Refer Section 3.1).

8 Freezing Conditions

It is recommended that freezing conditions be avoided. Frozen Modules are extremely brittle and any mechanical shock may cause substantial damage. Freezing may void warranty on Modules and Array components. Ship and store Modules in a temperature controlled environment if necessary.

If freezing of an Array or cell is unavoidable observe the following precautions prior to freezing occurring:

- If Modules have been in operation, perform a standard CIP in accordance with site operating instructions, otherwise proceed to the next step.
- Complete a backwash and drain down the system
- Completely drain the unit and all pipework
- Protect the Modules from drying out
 - For pressurised systems seal or isolate the Array to prevent the entry of contaminants
 - For submerged systems remove Modules from the cell and place into sealed plastic bags.
- Avoid all mechanical shock
- Allow Modules to thaw before moving, handling, or filling with water.



AGENDA ITEM

ITEM TOPIC: Approval of Sole Source for Annual Non-Micro Water Testing and UCMR Sampling by Eurofins Eaton Analytical, LLC



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Darren Brasseur **Meeting Date:** 11/8/2023
Presenter: N/A **Estimated Time:** N/A
Topic: Approval of Sole Source for Eurofins Eaton Analytical, LLC

Recommended Council Action:

Approval of Sole Source for the purchased services of Annual Non-Micro Water Testing and UCMR Sampling from Eurofins Eaton Analytical, LLC. It has been determined that competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

Background:

Eurofins Eaton Analytical, LLC has historically been the sole vendor to submit a bid for these Testing and Sampling services.



AGENDA ITEM

ITEM **TOPIC:** City of Meridian Financial Report - September 2023

City of Meridian

Monthly Financial Report

FY2023

September 2023

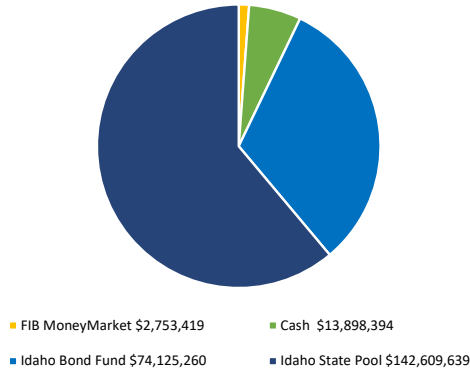
Table of Contents

Report Name	Page Number
Investment Graphs	2
Fund Balance	3

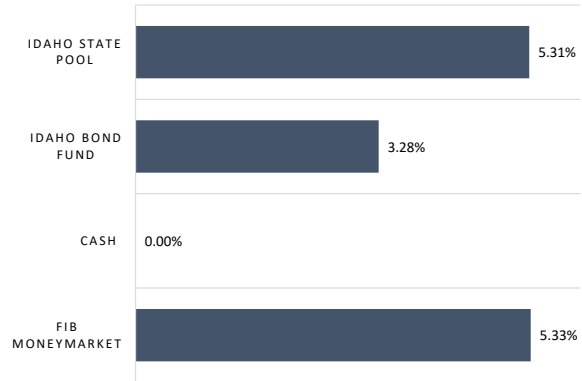




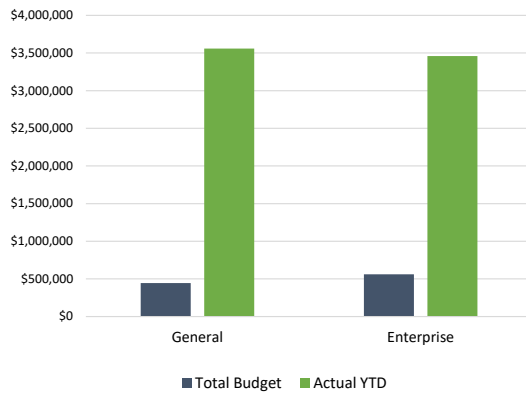
City of Meridian Investment Portfolio



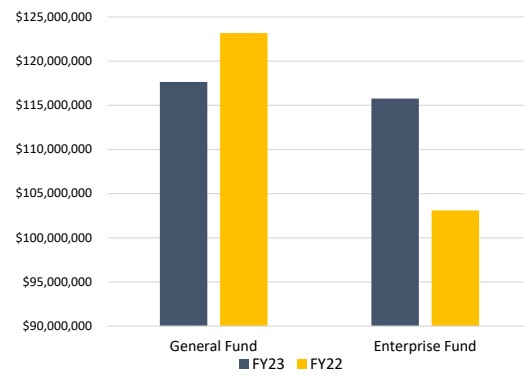
Yield by Investment Type



City of Meridian Interest/Investment Income
by Major Fund

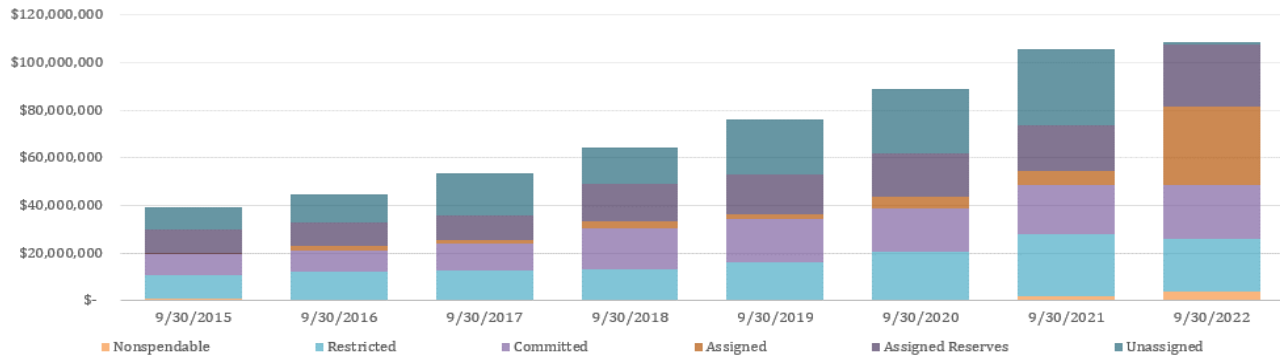


City of Meridian Cash/Investments Balance
by Major Fund

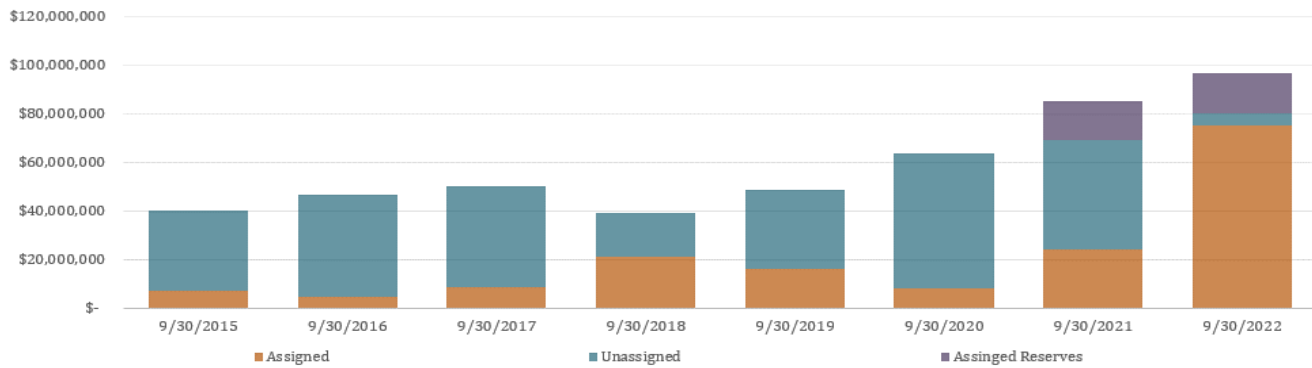




GENERAL FUND BALANCE ALLOCATIONS



ENTERPRISE FUND BALANCE ALLOCATIONS





AGENDA ITEM

ITEM TOPIC: Rocky Mountain High School Girls Golf Team State Champions Day
Proclamation



The Office of the Mayor

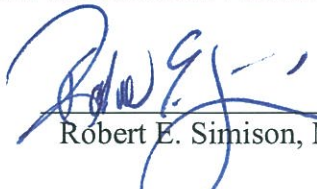
PROCLAMATION

- Whereas,** being a Rocky Mountain High School Girls Golf team player is more than teeing off, having strong iron shots, chipping up and down for par, and striving for a hole in one. It is training to build leadership, character, confidence, and resilience – all traits needed to succeed on the green, in the classroom and in the real world; and,
- Whereas,** the hard work and dedication of the Rocky Mountain Girls Golf team and coaches has resulted in the fourth straight state title for the school; and,
- Whereas,** The Grizzlies took the 5A girls golf state championship after a dominating performance at the District III tournament; and,
- Whereas,** the Girls Golf team put in the time and effort throughout the season and were able to see their perseverance pay off in the Championship game proving team members were in it to win it; and,
- Whereas,** the leadership, training and discipline of their coach Jonathan Gibbs helped team members Jane Barry, Anna DaBell, Maggie Urian, Natalie Nichenko, and Ellianna Hoopes to focus their talents, passion, and determination to become a winning team, with each player making valuable contributions to their victory.
- Therefore,** I Mayor Robert E. Simison, hereby proclaim November 8th, 2023 as

Rocky Mountain High School Girls Golf Team State Champions Day

in the City of Meridian and call upon the community to join me in congratulating the Rocky Mountain High School Girls Golf team on their remarkable athletic achievement and for representing Meridian so proudly in the state tournament.

Dated this this 8th day of November, 2023



Robert E. Simison, Mayor

Brad Hoaglund, City Council President
Joe Borton, City Council Vice-President
Luke Cavener, City Council
Jessica Perrault, City Council
Liz Strader, City Council
John Overton, City Council





AGENDA ITEM

ITEM TOPIC: Meridian Veteran & Spouse Small Business Week Proclamation



The Office of the Mayor

PROCLAMATION

- Whereas,** nearly one out of ten small businesses across the United States is veteran owned and are a pillar of our economy and contribute to the foundation of our nation - from Main Street store fronts to virtual high-tech startups; and,
- Whereas,** veteran and spouse small business owners are resilient, disciplined, and mission-oriented, thanks to their military service and committed to serving our country and communities; and,
- Whereas,** when we resolve ourselves to strengthen our communities, we must empower and support the giants that veteran and spouse entrepreneurs are in our economy; and,
- Whereas,** Idaho Veteran and Spouse Small Business Week highlights the programs and services available to veteran and spouse entrepreneurs through so many resource partners at the State and Federal Level; and,
- Whereas,** the State of Idaho and the City of Meridian support and join in this national effort to help America's veterans and spouse owned small businesses start, grow, and recover their businesses after a disaster and help our communities thrive.
- Therefore,** I Mayor Robert E. Simison, hereby proclaim November 6-11th, 2023 as

Veterans and Spouse Small Business Week

in the City of Meridian and call upon the citizens to join me in recognizing and celebrating the Veteran owned businesses in our community.

Dated this this 7th day of November, 2023

A handwritten signature in blue ink, appearing to read "Robt E. Simison", is written over a horizontal line.

Robert E. Simison, Mayor

Brad Hoaglund, City Council President
Joe Borton, City Council Vice-President
Luke Cavener, City Council
Jessica Perrault, City Council
Liz Strader, City Council
John Overton, City Council





AGENDA ITEM

ITEM TOPIC: Public Hearing for Parks and Recreation Department Lakeview Golf Course
Proposed Fee Increases

**CITY OF MERIDIAN
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN, pursuant to the ordinances of the City of Meridian and the laws of the State of Idaho, that the City Council of the City of Meridian will hold a public hearing at **4:30 p.m., on Wednesday, November 8, 2023**, at Meridian City Hall, 33 East Broadway Avenue, Meridian, Idaho, regarding proposed fee increases as set forth below. Further information is available at the Parks and Recreation Department, at Meridian City Hall, 33 East Broadway Avenue, Meridian, Idaho. Any and all interested persons shall be heard at the public hearing. Written testimony is welcome; written materials should be submitted to the City Clerk. All testimony and materials presented shall become property of the City of Meridian. For auditory, visual, or language accommodations, please contact the City Clerk's Office at (208) 888-4433 at least 48 hours prior to the public hearing. Proposed fee increases:

Description	Current	Proposed
Lakeview Golf Course – Green Fees		
Weekday – 18 holes	\$35.00	\$39.00
Weekday – 9 holes	\$25.00	\$29.00
Weekday Senior – 18 holes	\$25.00	\$32.00
Weekday Senior – 9 holes	\$22.00	\$30.00
Weekday Junior – 18 holes	\$15.00	\$18.00
Weekday Junior – 9 holes	\$10.00	\$15.00
Weekend – 18 holes	\$40.00	\$44.00
Weekend – 9 holes	\$30.00	\$33.00
Weekend Junior – 18 holes	\$16.50	\$22.00
Weekend Junior – 9 holes	\$11.50	\$14.00
Twilight	\$30.00	\$35.00
Cart – 18 holes	\$18.00	\$19.00
Cart – 9 holes	\$12.00	\$13.00
Personal Cart Trail Fee – No Change	\$14.00	\$14.00
Range Token – Small Bucket	\$7.00	\$8.00
Range Token – Large Bucket	\$13.00	\$14.00
Lakeview Golf Course – Golf Pass Fees		
Non-Resident Single – Unlimited	\$1,925.00	\$2,002.00
Non-Resident Single – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,375.00	\$1,430.00
Non-Resident Couple – Unlimited	\$2,970.00	\$3,089.00
Non-Resident Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,255.00	\$2,345.00
Non-Resident Senior/Military – Unlimited	\$1,815.00	\$1,888.00
Non-Senior/Military – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,265.00	\$1,316.00
Non-Resident Senior Couple – Unlimited	\$2,860.00	\$2,974.00
Non-Resident Senior Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,145.00	\$2,231.00

Non-Resident ½ price	\$582.00	\$605.00
Non-Resident Junior – add on	\$330.00	\$343.00
Resident Single – Unlimited	\$1,749.00	\$1,819.00
Resident Single – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,249.00	\$1,299.00
Resident Couple – Unlimited	\$2,699.00	\$2,807.00
Resident Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,049.00	\$2,131.00
Resident Senior/Military – Unlimited	\$1,649.00	\$1,715.00
Resident Senior/Military – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,149.00	\$1,195.00
Resident Senior Couple – Unlimited	\$2,599.00	\$2,703.00
Resident Senior Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,949.00	\$2,027.00
Resident ½ price	\$529.00	\$550.00
Resident Junior	\$299.00	\$311.00
Private Cart Trail Pass	\$290.00	\$302.00

DATED this 22nd day of October, 2023.

Chris Johnson, CITY CLERK

PUBLISH on October 22, 2023 and October 29, 2023.



AGENDA ITEM

ITEM TOPIC: Resolution 23-2423: A Resolution adopting new fees of the Meridian Parks and Recreation department; authorizing the Meridian Parks and Recreation department to collect such fees; and providing an effective date.

CITY OF MERIDIAN**RESOLUTION NO. 23-2423****BY THE CITY COUNCIL:****BORTON, CAVENER, HOAGLUN,
OVERTON, PERREAULT, STRADER**

A RESOLUTION ADOPTING NEW FEES OF THE MERIDIAN PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MERIDIAN PARKS AND RECREATION DEPARTMENT TO COLLECT SUCH FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following publication of notice in the *Idaho Press* on October 22, 2023 and October 29, 2023, according to the requirements of Idaho Code section 63-1311A, on November 8, 2023, the City Council of the City of Meridian held a hearing on the adoption of proposed new fees of the Meridian Parks and Recreation Department, as set forth herein; and

WHEREAS, following such hearing, the City Council, by formal motion, did approve said proposed new fees of the Meridian Parks and Recreation Department;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the following fees are hereby adopted:

Fee Description	Fee Amount
Lakeview Golf Course – Green Fees	
Weekday – 18 holes	\$39.00
Weekday – 9 holes	\$29.00
Weekday Senior – 18 holes	\$32.00
Weekday Senior – 9 holes	\$30.00
Weekday Junior – 18 holes	\$18.00
Weekday Junior – 9 holes	\$15.00
Weekend – 18 holes	\$44.00
Weekend – 9 holes	\$33.00
Weekend Junior – 18 holes	\$22.00
Weekend Junior – 9 holes	\$14.00
Twilight	\$35.00
Cart – 18 holes	\$19.00
Cart – 9 holes	\$13.00
Personal Cart Trail Fee – No Change	\$14.00
Range Token – Small Bucket	\$8.00
Range Token – Large Bucket	\$14.00
Lakeview Golf Course – Golf Pass Fees	
Non-Resident Single – Unlimited	\$2,002.00
Non-Resident Single – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,430.00
Non-Resident Couple – Unlimited	\$3,089.00

Non-Resident Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,345.00
Non-Resident Senior/Military – Unlimited	\$1,888.00
Non-Senior/Military – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,316.00
Non-Resident Senior Couple – Unlimited	\$2,974.00
Non-Resident Senior Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,231.00
Non-Resident ½ price	\$605.00
Non-Resident Junior – add on	\$343.00
Resident Single – Unlimited	\$1,819.00
Resident Single – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,299.00
Resident Couple – Unlimited	\$2,807.00
Resident Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,131.00
Resident Senior/Military – Unlimited	\$1,715.00
Resident Senior/Military – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$1,195.00
Resident Senior Couple – Unlimited	\$2,703.00
Resident Senior Couple – Restricted (anytime on weekdays; afternoons only on weekends and holidays)	\$2,027.00
Resident ½ price	\$550.00
Resident Junior	\$311.00
Private Cart Trail Pass	\$302.00

Section 2. That the Meridian Parks and Recreation Department is hereby authorized to implement and carry out the collection of said fees.

Section 3. That this resolution shall be effective on November 9, 2023.

Section 4. That, as of November 9, 2023, the fees set forth herein will supersede all previous fees previously adopted for such services.

ADOPTED by the City Council of the City of Meridian, Idaho, this 8th day of November, 2023.

APPROVED by the Mayor of the City of Meridian, Idaho, this 8th day of November, 2023.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk



AGENDA ITEM

ITEM **TOPIC:** Discovery Park Phase 2 Tennis/Pickleball Court Lighting Update



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

MEMORANDUM

TO: Mayor Simison and City Council

FROM: Mike Barton, Parks Superintendent

DATE: November 8, 2023

RE: Discovery Park Phase 2 Tennis/Pickleball Court Lighting Discussion

Background

In late 2021, Council approved an AIA A133 Agreement for the construction of Discovery Park Phase 2. The AIA Agreement has a guaranteed maximum price (GMP) of \$12,591,602. The GMP included sum total of the bids, construction management, general conditions, and a contingency of 4.5% for unforeseen conditions. To date, the contingency amount of \$564,755 remains largely unspent.

Over the years, we've had citizen requests to install lighting on the new courts in Discovery Park Phase 2, so we included electrical conduits in the construction but not the breakers, wiring or light poles. These conduits run from an electrical source to the tennis and pickleball courts for future wiring and court light poles/fixtures. Because we have the conduit in place and are below the guaranteed maximum price, we requested pricing from our exiting low bid electrical contractor to install a breaker panel, wiring, and court lights for the tennis and pickleball courts. The pricing came back at \$165,000, which we consider to be very favorable.

Action

We are requesting spending authority to use \$165,000 of our Discovery Park Phase 2 contingency for the installation of tennis and pickleball court lighting. A budget amendment or contract amendment is not required, as we are below the guaranteed maximum price of \$12,591,602.