



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, April 12, 2022 at 4:30 PM

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

Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/85098345536>

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

Webinar ID: 850 9834 5536

ROLL CALL ATTENDANCE

Jessica Perreault

Joe Borton

Brad Hoaglund

Treg Bernt

Liz Strader

Luke Cavener

Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Adventure Church Addition Water Main Easement](#)
2. [Oaks North No. 11 Sanitary Sewer and Water Main Easement A](#)
3. [Final Plat for Oakwind Estates No. 2 \(FP-2022-0006\) by Kimley Horn, Located at 6180 W. McMillan Rd.](#)
4. [Final Plat for Woodcrest Townhomes \(FP-2022-0010\) by Blaine A. Womer Civil Engineering, Located at 1789 N. Hickory Dr.](#)
5. [Conduit License Agreement Between the City of Meridian and Fatbeam, LLC for Conduit Sharing](#)
6. [Memorandum of Agreement for the Civic Block Development Proposal Between the City of Meridian, the Meridian Development Corporation, and Meridian Caddis, LLC](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

7. Parks and Recreation Commission Annual Update
8. [Public Works: Fiscal Year 2022 Budget Amendment in the Amount of \\$275,650.00 for Well 34 \(Test Well\) Additional Construction Funds](#)
9. [Approve Bid and Award Contract to Treasure Valley Drilling, LLC for Test Well 34 for the Not-to-Exceed Amount of \\$648,050.00](#)
10. [Public Works: Request from Janice Larrea for Connection to the City Water System Outside City Limits at 100 E Rosalyn Dr.](#)
11. [Public Works: Request from EPIC Development, LLC for Connection to the City Water and Sewer Systems Outside City Limits at 5317 W. Franklin Rd.](#)
12. [Finance Department: Annual Fund Transfer Proposal](#)

EXECUTIVE SESSION

13. Per Idaho Code 74-206(1)(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Adventure Church Addition Water Main Easement

ESMT-2022-0143 ADVENTURE CHURCH ADDITION

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between Jessica Condominiums

("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

Notary Signature
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION FOR MUSSELL CONSTRUCTION CITY OF MERIDIAN WATER EASEMENT

The following describes a City of Meridian Water easement situated a portion of the common area of Jessica Condos as recorded in Book 104 at Page 14036 located in the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho. Being further described as follows:

BASIS OF BEARING:

The East line of the Southeast 1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, derived from found monuments and taken as North 00°32'49" East with the distance between monuments found to be 2,664.84 feet.

BEGINNING at a point on the westerly Right-of-Way of S Meridian Road from which the Southeast corner of said Section 25, Township 3 North, Range 1 West, Boise Meridian bears South 03°28'33" East a distance of 997.78 feet.

Thence along said right of way, South 00°32'49" West, a distance of 20.00 feet;

Thence leaving said right of way, North 89°40'54" West, a distance of 36.61 feet;

Thence North 00°19'06" East, a distance of 20.00 feet;

Thence South 89°40'54" East, a distance of 36.69 feet to the **POINT OF BEGINNING**.

Said Parcel containing 733 square feet or 0.02 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687

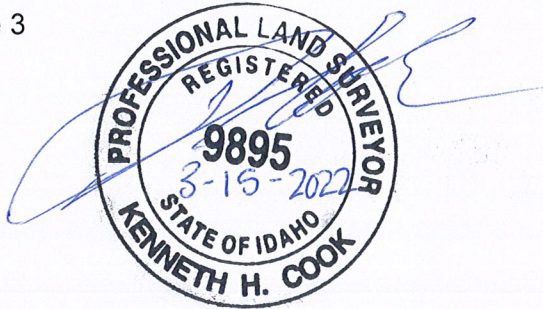
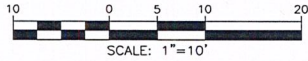


EXHIBIT B

Item #1.



JESSICA CONDOS
BOOK 104 PAGE 14036



E 1/4
5/8" REBAR W/ ALUMINUM CAP
PLS 884
CP&F #1322000252

**BASIS OF BEARING
S. MERIDIAN ROAD**

SE SEC. COR.
5/8" REBAR W/ ALUMINUM CAP
PLS 884
CP&F #103052681

LEGEND

- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- FOUND ALUMINUM CAP REBAR AS NOTED
- FOUND 5/8" REBAR AS NOTED
- SET 1/2" REBAR W/ CAP "KHC PLS 9895"
- CALC POINT
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- SECTION LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- TIE LINE

CITY OF MERIDIAN
WATER EASEMENT DISPLAY
FOR JESSICA CONDOS
BOOK 104 PAGE 14036

FILE: Mussell_Jessica Condos 3-10-22.dwg

TIMBERLINE SURVEYING
847 PARKCENTRE WAY, SUITE 3, NAMPA, IDAHO 83651
208-465-5687



AGENDA ITEM

ITEM TOPIC: Oaks North No. 11 Sanitary Sewer and Water Main Easement A

**ESMT-2022-0156 Oaks North No. 11
Sanitary Sewer and Water Main Easment A**

Sanitary Sewer and Water Main Easement

THIS Easement Agreement, made this ___ day of _____ 20___ between
To11 southwest LLC., ("Grantor") and the City of Meridian, an Idaho Municipal Corporation
("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

Notary Signature
My Commission Expires:_____

EXHIBIT A

Item #2.

CITY OF MERIDIAN SANITARY SEWER & WATER EASEMENT

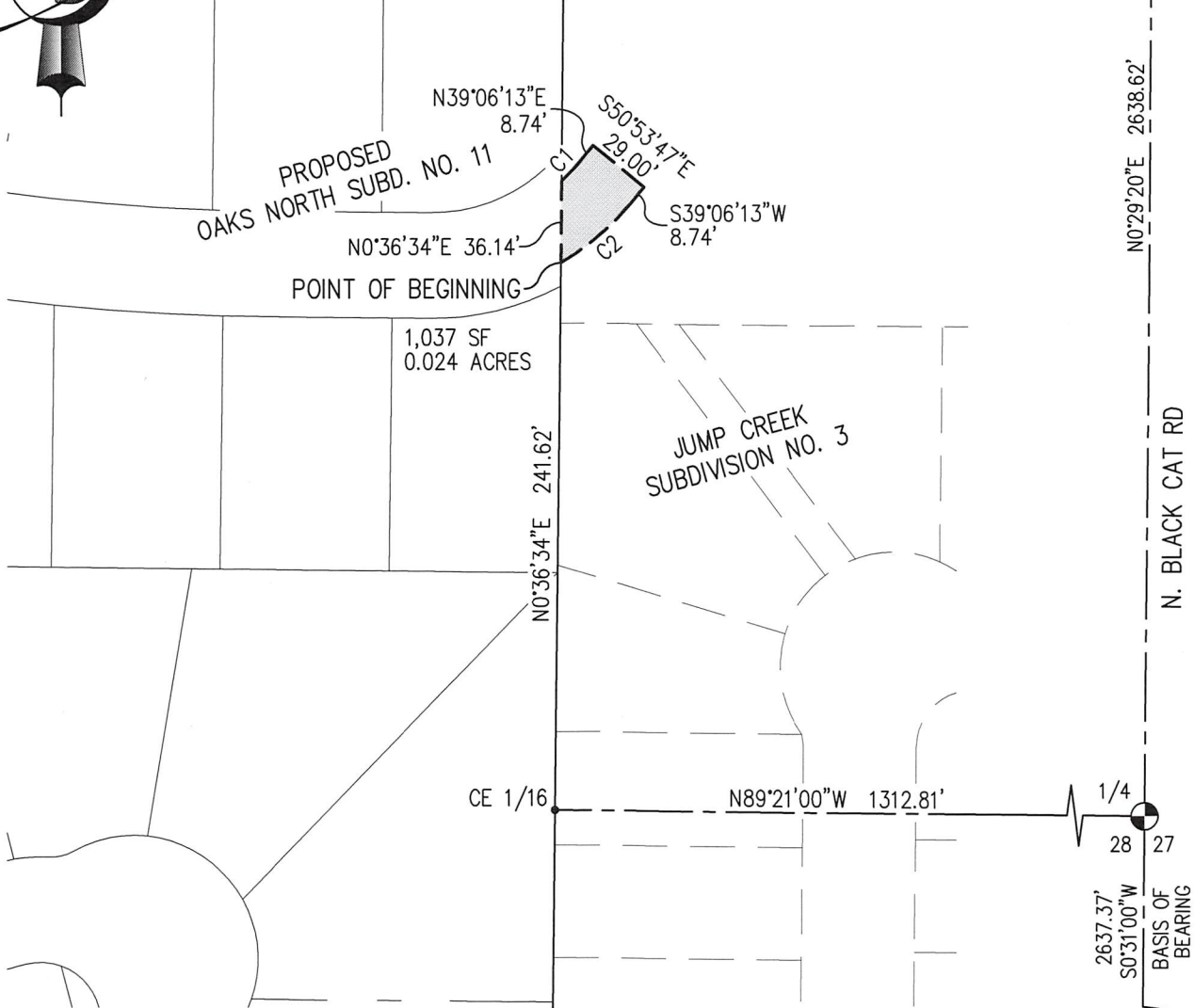
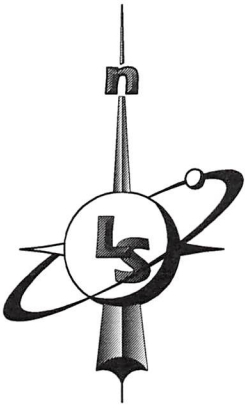
THE OAKS NORTH SUBDIVISION NO. 11

LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T4N, R1W, BM
MERIDIAN, ADA COUNTY, IDAHO

W. CHINDEN BLVD. 21 | 22

28 | 27

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	12.16'	85.50'	8°08'52"	N43°10'39"E	12.15'
C2	41.30'	114.50'	20°39'51"	S49°26'09"W	41.07'



1,037 SF
0.024 ACRES

JUMP CREEK
SUBDIVISION NO. 3

N0°29'20"E 2638.62'

N. BLACK CAT RD

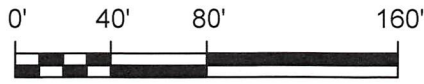
CE 1/16 N89°21'00"W 1312.81' 1/4

28 | 27

2637.37'
S0°31'00"W
BASIS OF BEARING

W. McMILLAN RD 28 | 27

33 | 34



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 10-21

Legal Description
City of Meridian Sanitary Sewer & Water Easement
The Oaks North Subdivision No. 11

An easement located in the SE ¼ of the NE ¼ of Section 28, Township 4 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of the NE ¼ (E ¼ corner) of said Section 28, from which a Brass Cap monument marking the southeast corner of said Section 28 bears S 0°31'00" W a distance of 2637.37 feet;

Thence N 89°21'00" W along the south boundary of said NE ¼ a distance of 1312.81 feet to a 5/8 inch diameter iron pin monument marking the southwest corner of the SE ¼ of said NE ¼;

Thence along the west boundary of said SE ¼ of the NE ¼ N 0°36'34" E a distance of 241.62 feet to the **POINT OF BEGINNING**;

Thence continuing along said west boundary N 0°36'34" E a distance of 36.14 feet to a point on a curve;

Thence leaving said boundary a distance of 12.16 feet along the arc of an 85.50 foot radius non-tangent curve left, said curve having a central angle of 8°08'52" and a long chord bearing N 43°10'39" E a distance of 12.15 feet to a point of tangency;

Thence N 39°06'13" E a distance of 8.74 feet to a point;

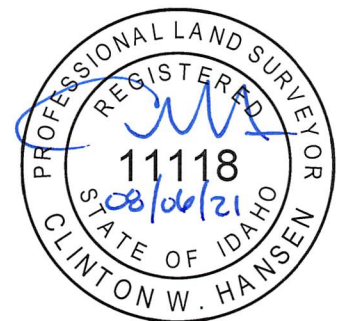
Thence S 50°53'47" E a distance of 29.00 feet to a point;

Thence S 39°06'13" W a distance of 8.74 feet to a point of curvature;

Thence a distance of 41.30 feet along the arc of a 114.50 foot radius curve right, said curve having a central angle of 20°39'51" and a long chord bearing S 49°26'09" W a distance of 41.07 feet to the **POINT OF BEGINNING**.

This easement contains 1,037 square feet (0.024 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
 Land Solutions, PC
 August 6, 2021





AGENDA ITEM

ITEM TOPIC: Final Plat for Oakwind Estates No. 2 (FP-2022-0006) by Kimley Horn, Located at 6180 W. McMillan Rd.



MEMO TO CITY COUNCIL

Staff Contact: Alan Tiefenbach

Meeting Date: April 12, 2022

Topic: Final Plat for Oakwind Estates No. 2 (FP-2022-0006) by Kimley Horn, Located at 6180 W. McMillan Rd.

Request:

Final Plat proposal consisting of 70 single family lots, 1 common driveway and 9 common lots on 8.82 acres in the R-15 zone.

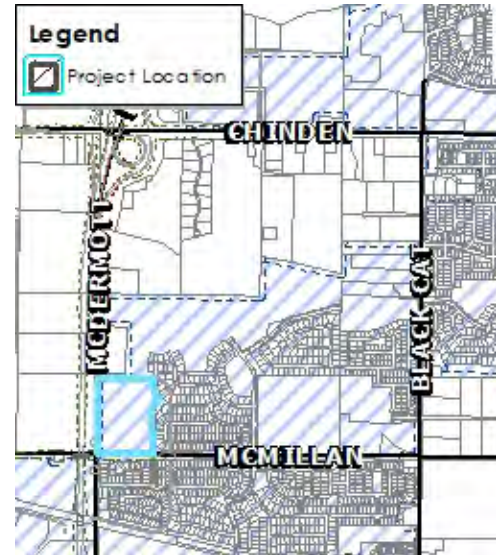
Information Resources:

[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 4/12/2022
TO: Mayor & City Council
FROM: Alan Tiefenbach, Associate Planner
208-489-0573
SUBJECT: FP-2022-0006
Oakwind Estates No. 2
LOCATION: The site is located at 6180 W. McMillan Rd, in the SW ¼ of the SW ¼ of Section 28, Township 4N. Range 1W.



I. PROJECT DESCRIPTION

Final plat consisting of 70 single family lots, 1 common driveway and 9 common lots on 8.82 acres of land in the R-15 zoning district.

II. APPLICANT INFORMATION

A. Applicant / Representative:

Nicolette Womack, Kimley-Horn - 950 W Bannock Street, Ste 1100., Boise, ID 83702

B. Owners:

Oaks Build to Rent, LLC – 4900 N. Scottsdale Rd, Ste 4900, Scottsdale, AZ 85251

III. STAFF ANALYSIS

In 2020, the property received approval of a preliminary plat and development agreement modification to construct 94 single family lots and 92 townhouse lots (H-2020-0093, Instr. # 2021-046527). The first phase, consisting of 91 townhouse lots and 24 single family lots was approved by the City Council on February 22, 2022 (FP-2022-0001). This is the second and final phase for the remaining 70 single family lots.

UDC 11-3B-12 requires all pathways to be landscaped with a strip a minimum of five (5) feet wide along each side of the pathway, with a mix of trees, shrubs, lawn, and/or other vegetative ground cover and a minimum of one (1) tree per one hundred (100) linear feet of pathway. There are pathway lots in which this requirement is not met. This includes Lot 8 Block 6, Lot 7 Block 7, and Lots 6 and

18 Block 8. The applicant will either need to revise the landscape plan to meet the regulations, or apply for alternative compliance prior to signature on the final plat.

With Phase one, the Director approved alternative compliance from the standards of UDC 11-3H, which requires the required noise abatement wall along W. McDermott Road to vary in color or texture or stagger every three hundred (300) linear feet. The applicant noted the wall as proposed is a steel type of fencing that will be more aesthetically appealing as it is designed to look more like a fence than a traditional concrete or modular block wall, but is not engineered for staggering. The applicant added this same style of wall was utilized by the Oaks North and South Subdivisions.

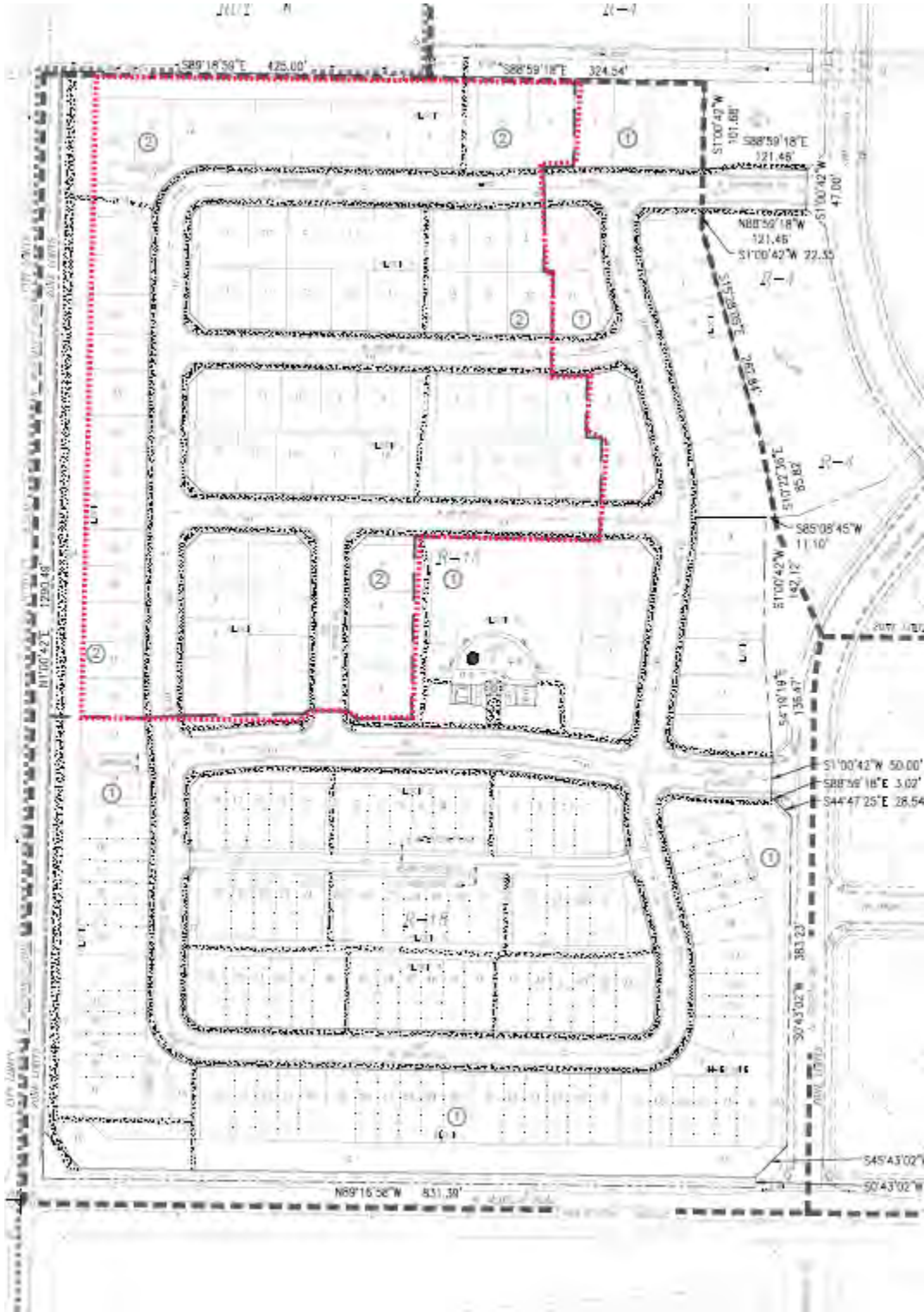
Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat in accord with the requirements listed in UDC 11-6B-3C.2. Because the final plat does not increase the number of building lots and/or decrease the amount of qualified open space as shown on the approved preliminary plat, except for what is listed above, Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

IV. DECISION

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

V. EXHIBITS

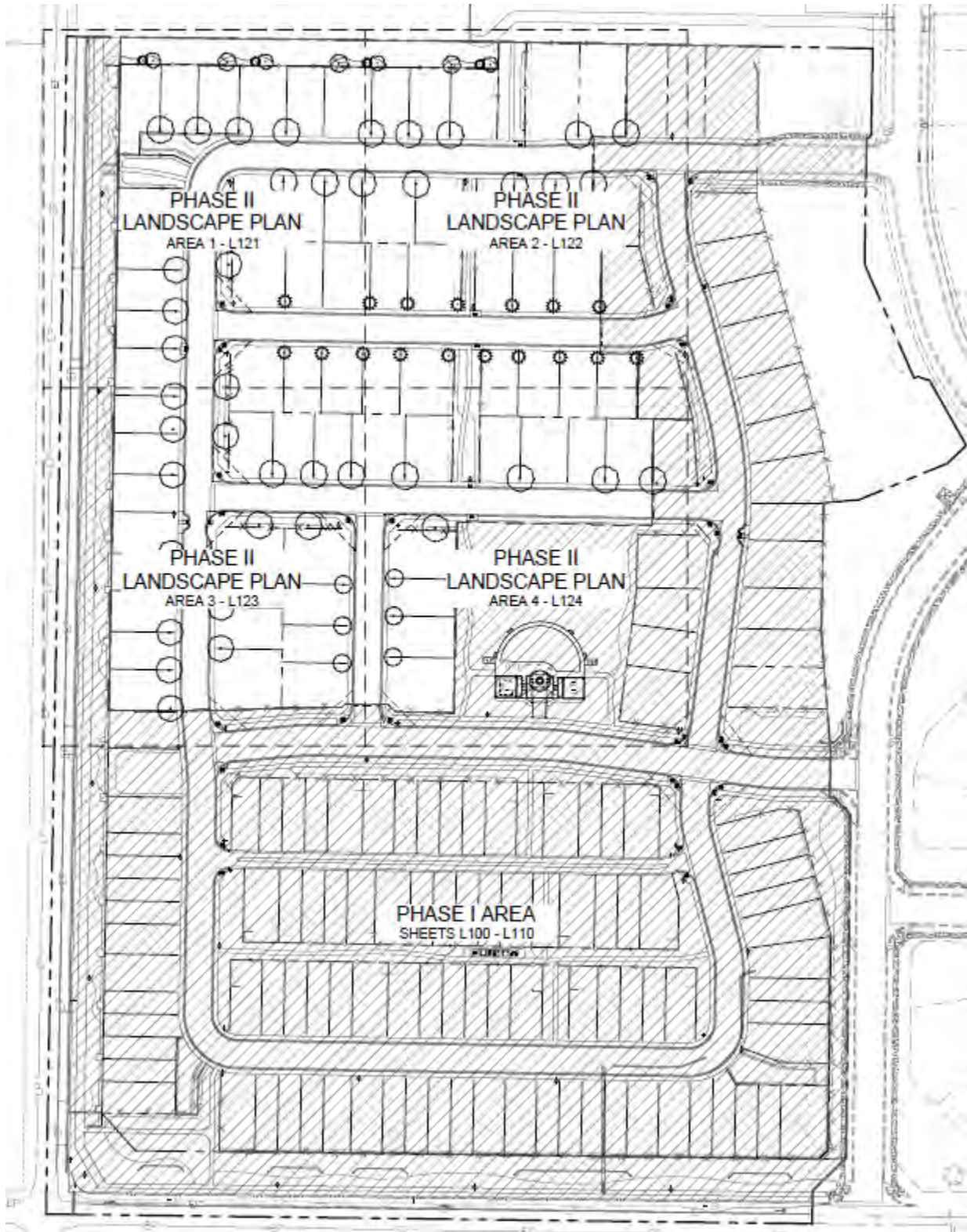
A. Preliminary Plat (date: 9/1/2020)

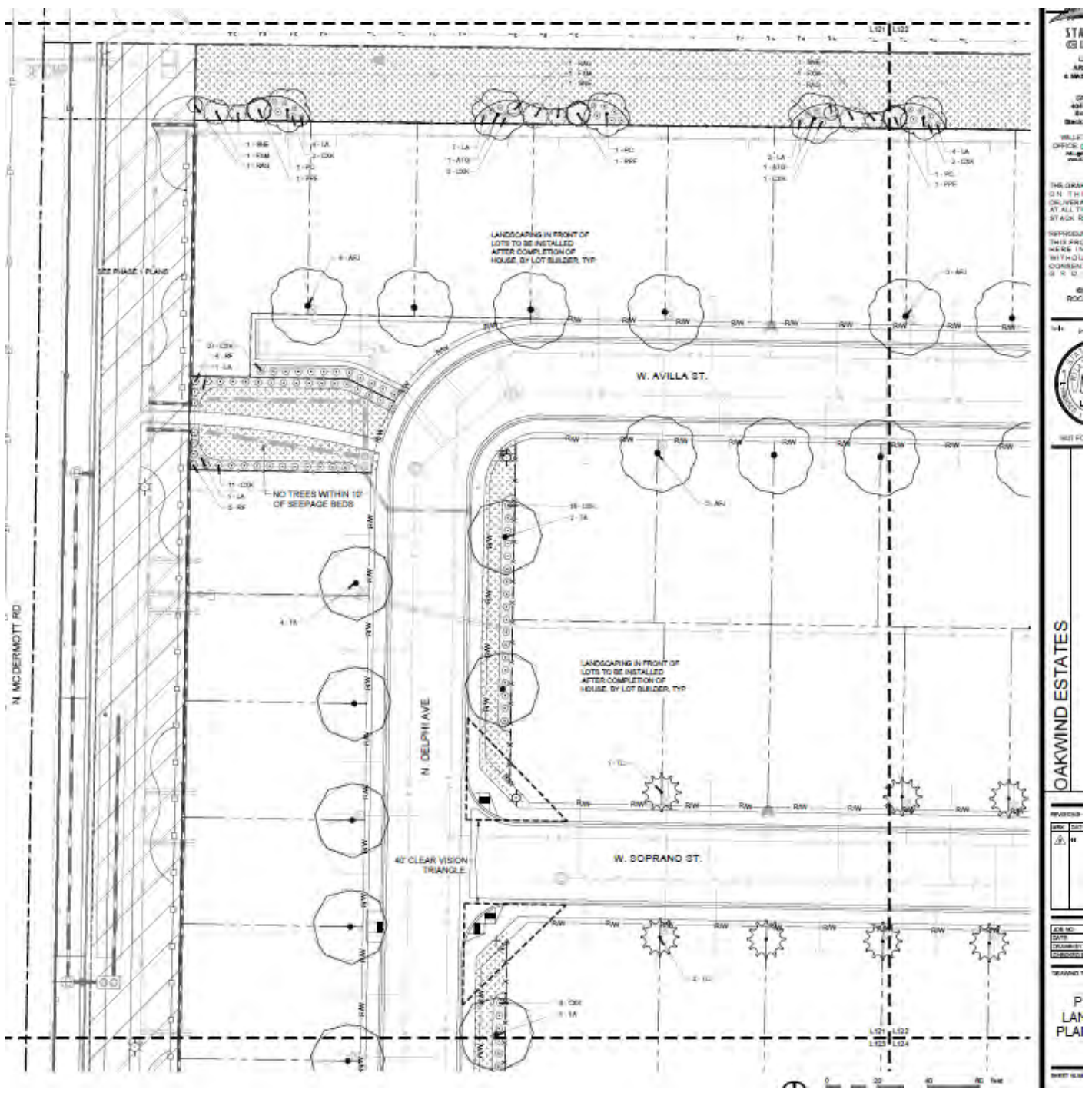


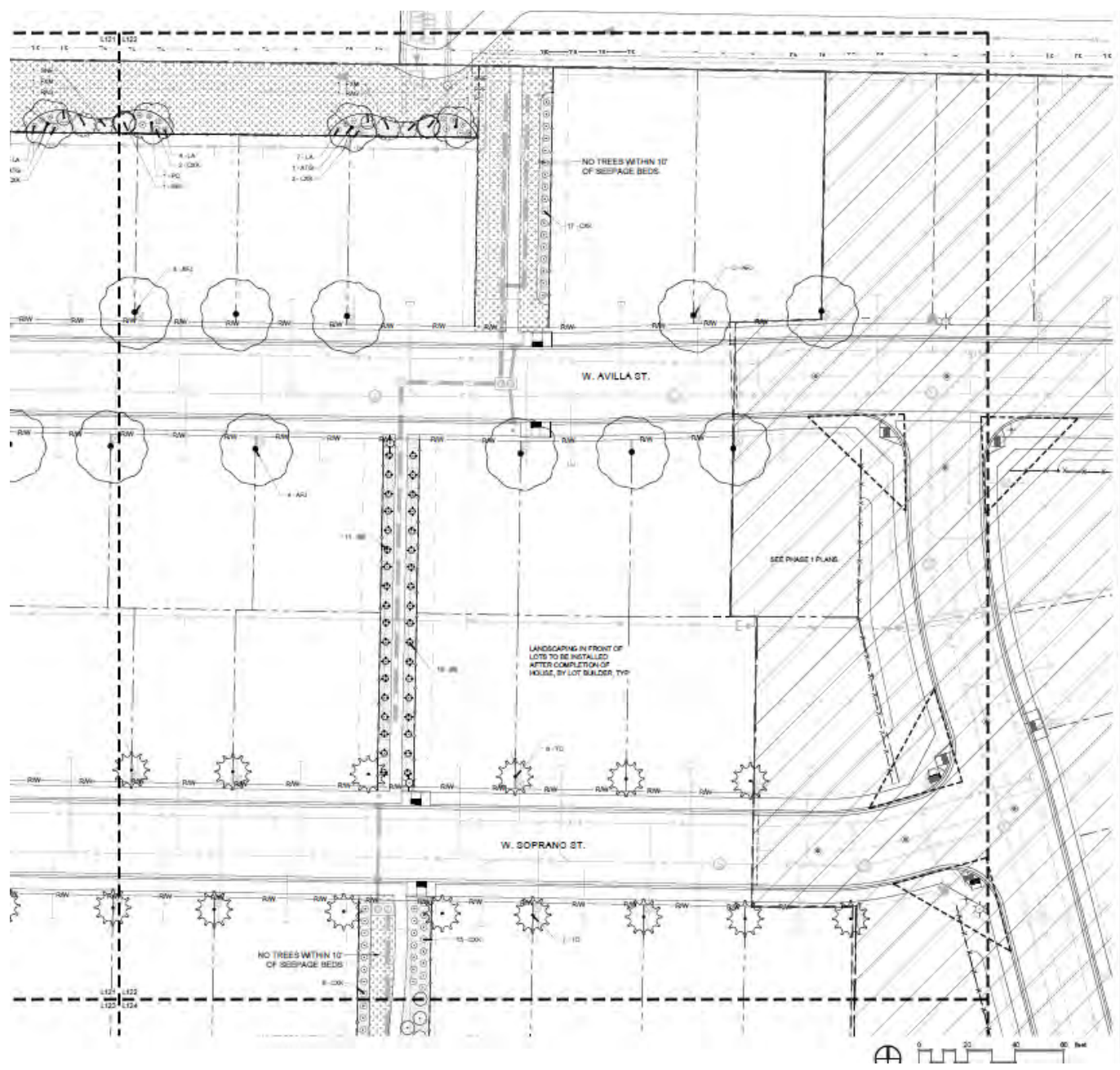
B. Final Plat (date: 2/3/2022)



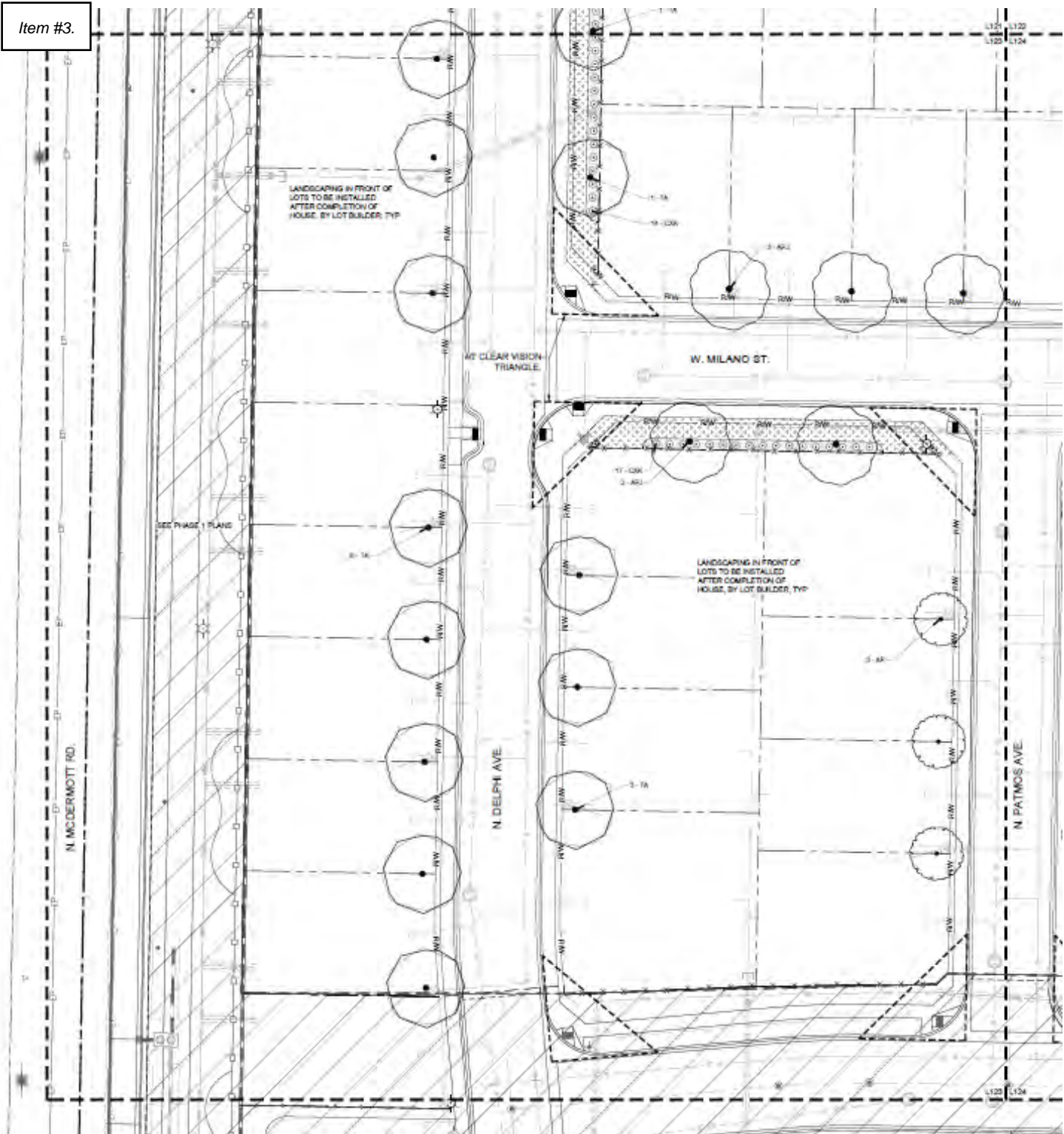
C. Landscape Plan (date: 02/4/2022)

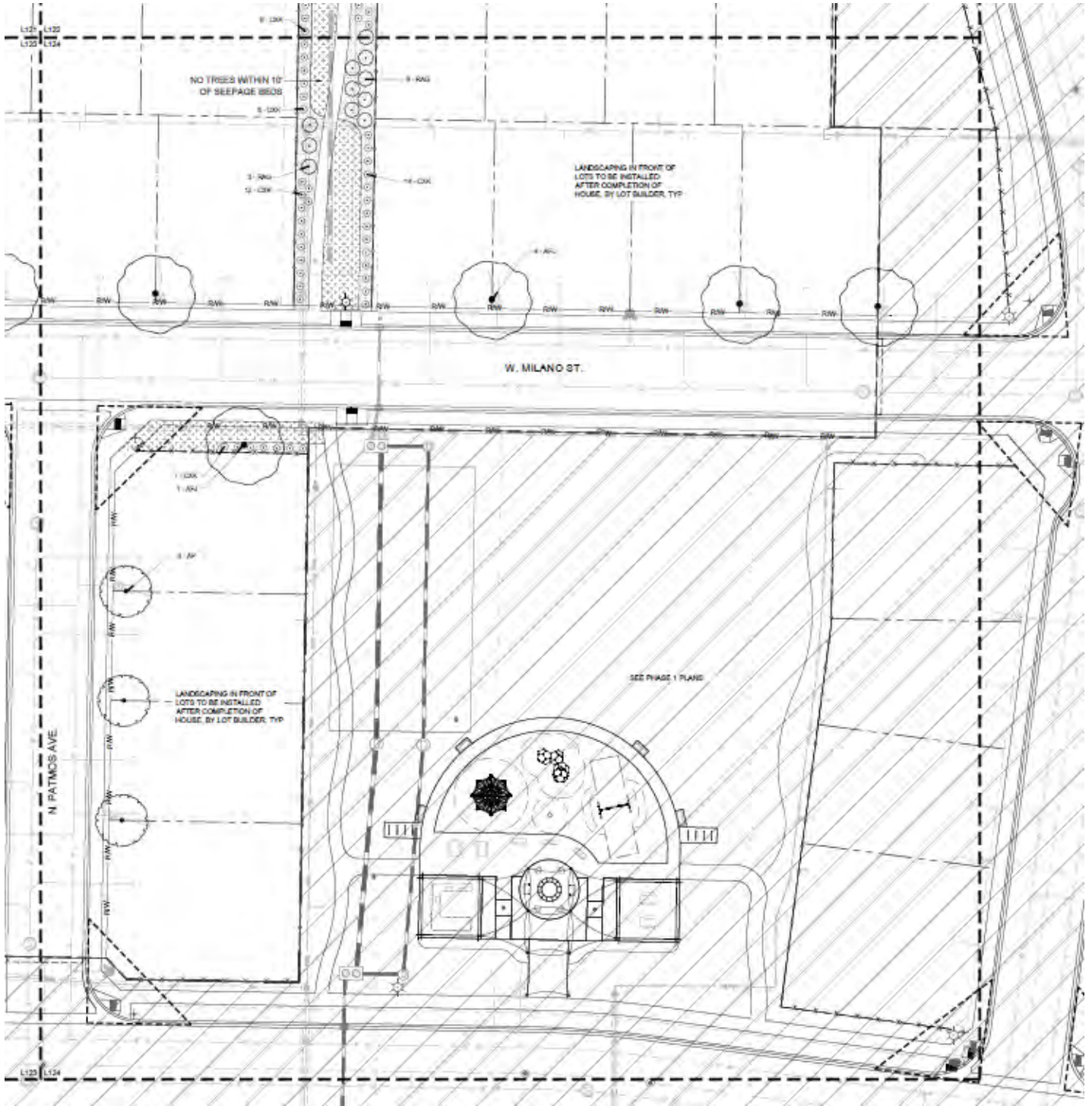




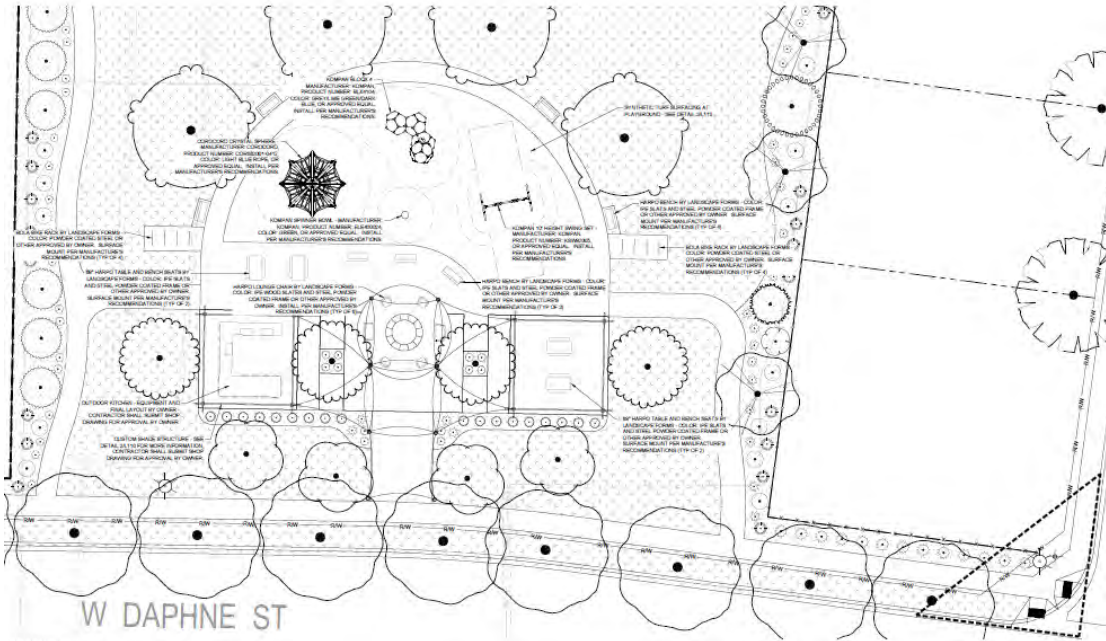


Item #3.

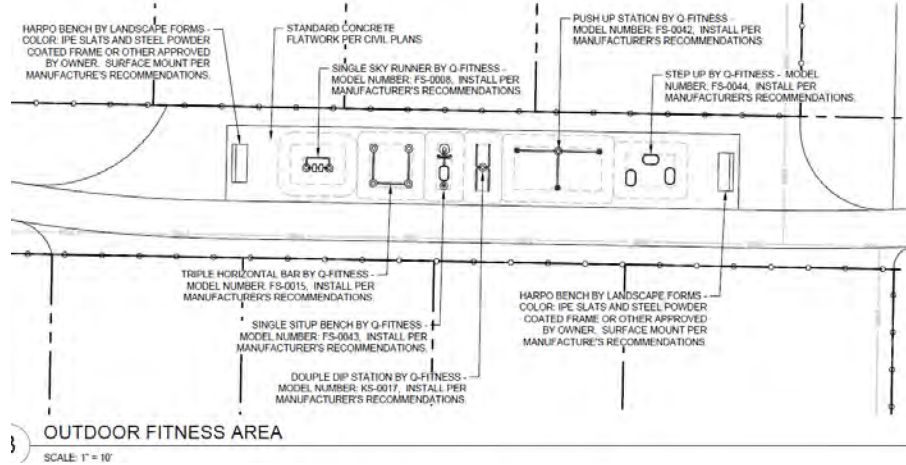
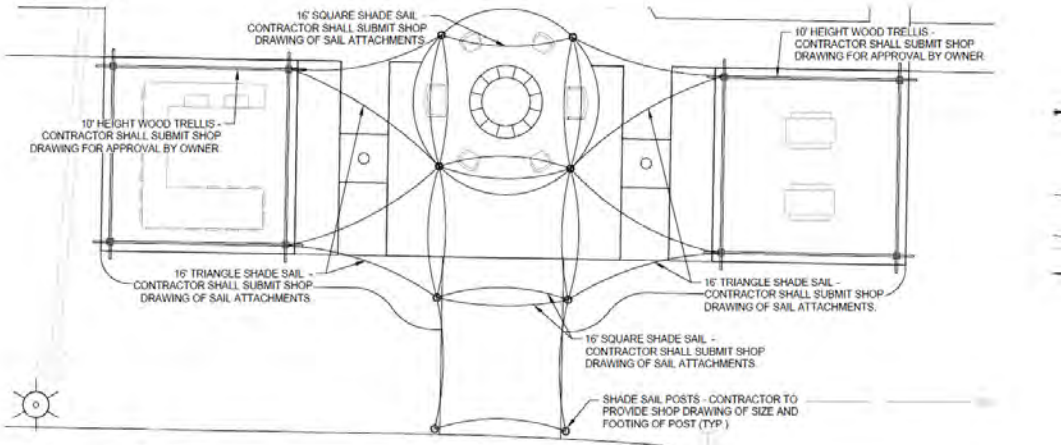




D. Amenity Details (date: 01/07/2022)

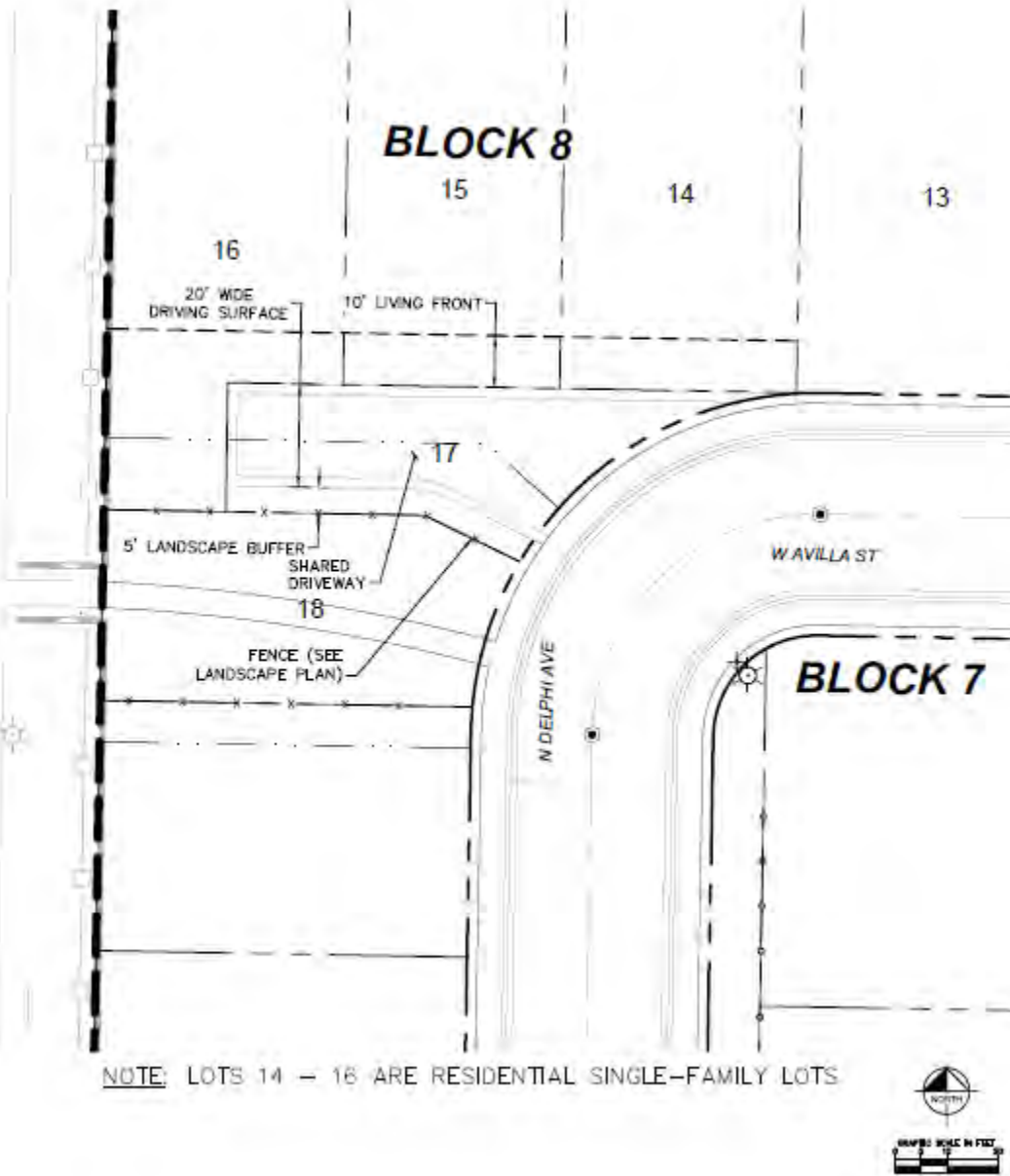


1 AMENITY AREA ENLARGEMENT
SCALE: 1" = 10'



OUTDOOR FITNESS AREA
SCALE: 1" = 10'

D. Common Drive Exhibit



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Applicant shall meet all terms of the approved annexation (Development Agreement - Inst. # AZ 08-004, MDA #114030972) and preliminary plat (H-2020-0093) applications approved for this site.
2. The applicant shall obtain the City Engineer's signature on successive phases of the preliminary plat by January 5, 2023, or within two years of the City Engineer's signature on the previous phase final plat as set forth in UDC 11-6B-7B; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.
3. Prior to City Engineer signature on the final plat, the final plat prepared by Land Solutions, stamped by Clinton W. Hansen, dated: 02/03/2022, included in Section V.B shall be revised as follows:
 - a. Note 10, add Instrument Number.
 - b. Note 12, add Instrument Number.
4. The landscape plan, prepared by Stack Rock Group on 02/04/2022 is approved with the following revisions:
 - a. All pathway lots (Lot 8 Block 6, Lot 7 Block 7, Lot 6 and 18 Block 8) shall be planted in accordance with UDC 11-3B-12 including a landscape strip a minimum of five (5) feet wide along each side of the pathway and one (1) tree per one hundred (100) linear feet of pathway, or the applicant shall apply for alternative compliance prior to signature of the City Engineer on the final plat.
5. The applicant shall preserve any existing trees on the subject property that are four-inch caliper or greater; or mitigate for the loss of such trees as set forth in UDC 11-3B-10C.
6. 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, as applicable.
7. The development shall comply with standards and installation for landscaping as set forth in UDC 11-3B-5 and maintenance thereof as set forth in UDC 11-3B-13.
8. Developer shall comply with all ACHD conditions of approval.
9. The plat shall comply with the provisions for irrigation ditches, laterals, canals and/or drainage courses, as set forth in UDC 11-3A-6.
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. Staff's failure to cite specific ordinance provisions does not relieve the applicant of responsibility for compliance.

SITE SPECIFIC CONDITIONS:

1. Streetlights must be installed and operational, with approved record drawings submitted, before any form of occupancy.

GENERAL CONDITIONS:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.

13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-foot wide for a single utility, or 30-foot wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point

connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.

24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Final Plat for Woodcrest Townhomes (FP-2022-0010) by Blaine A. Womer Civil Engineering, Located at 1789 N. Hickory Dr.



MEMO TO CITY COUNCIL

Staff Contact: Sonya Allen

Meeting Date: April 12, 2022

Topic: Final Plat for Woodcrest Townhomes (FP-2022-0010) by Blaine A. Womer Civil Engineering, Located at 1789 N. Hickory Dr.

Request:

Final plat consisting of 19 building lots and 5 common lots on 1.97 acres of land in the R-15 zoning district.

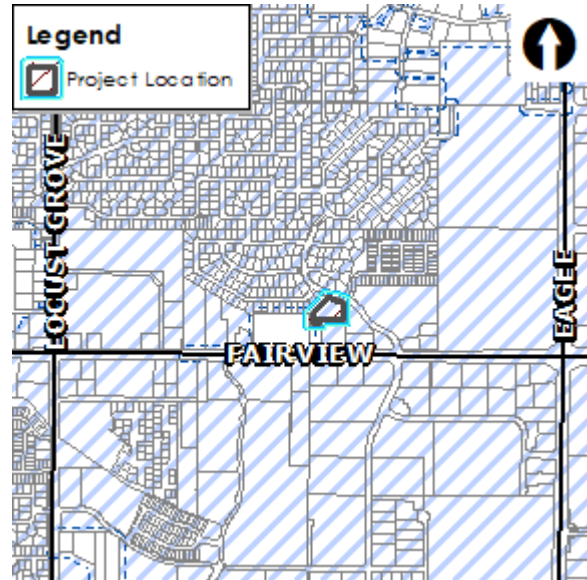
Information Resources:

[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 4/12/2022
TO: Mayor & City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2022-0010
Woodcrest Townhomes – FP, ALT
LOCATION: 1789 N. Hickory Way, in the SE ¼ of
Section 5, Township 3N., Range 1E.



I. PROJECT DESCRIPTION

Final plat consisting of 19 building lots and 5 common lots on 1.97 acres of land in the R-15 zoning district for Woodcrest Townhome Subdivision.

II. APPLICANT INFORMATION

A. Applicant:

Andrew Newell, Blaine A. Womer Civil Engineering – 4355 W. Emerald St., Ste. 145, Boise, ID 83706

B. Owner:

Landmark Pacific Development, Inc. – PO Box 1939, Eagle, ID 83616

C. Representative:

Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the preliminary plat (H-2021-0082) and associated conditions of approval as required by UDC 11-6B-3C.2. There is the same number of buildable lots and common open space depicted on the proposed final plat as shown on the approved preliminary plat. Therefore, Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

The Applicant also requests alternative compliance to UDC 11-3F-5D, which requires the residential development to be a (new or) gated development. As an alternative to a traditional functioning gate,

a faux gate is proposed at the entry of the subdivision to signify the street is for private rather than public use. In accord with the Findings in Section VII, the Director finds the proposed faux gate to be an acceptable and equal means of meeting the intent of the code requirement.

The subject property is a lot (i.e. Lot 4, Block 1) in Mallane Subdivision. Note #10 on the subdivision plat states that all lots in the subdivision are subject to common/cross access/ingress-egress pursuant to the CC&R's recorded as Inst. No. 103165333.

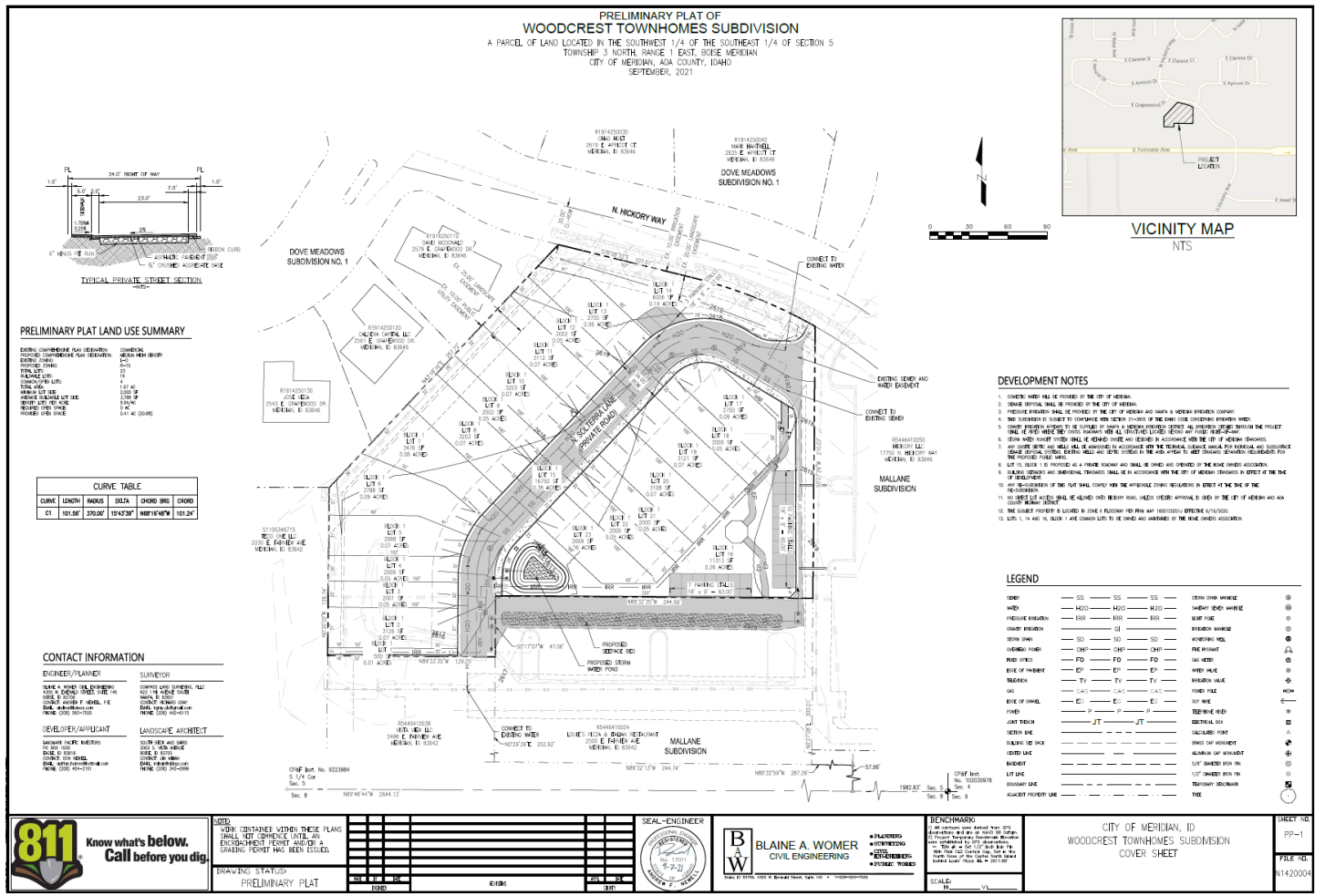
IV. DECISION

A. Staff:

Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report. The Director approved the request for Alternative Compliance to UDC 11-3F-5D per the Findings in Section VII.

V. EXHIBITS

A. Preliminary Plat (date: 9/7/2021)



PRELIMINARY PLAT LAND USE SUMMARY

DESIGNATION	AREA (SQ. FT.)	PERCENTAGE
RESIDENTIAL SINGLE-FAMILY	1,234,567	85%
RESIDENTIAL MEDIUM-DENSITY	234,567	15%
RESIDENTIAL HIGH-DENSITY	12,345	1%

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C1	170.86'	370.00'	194.23°	108.16' N 10.14° W	101.24' S 10.14° W

CONTACT INFORMATION

ENGINEER/PLANNER: SUPERVISOR
 NAME: [Name], LICENSE NO. [Number]
 ADDRESS: [Address], CITY: [City], STATE: [State], ZIP: [Zip]
 PHONE: [Phone], FAX: [FAX], EMAIL: [Email]

DEVELOPER/APPLICANT: LANDSCAPE ARCHITECT
 NAME: [Name], LICENSE NO. [Number]
 ADDRESS: [Address], CITY: [City], STATE: [State], ZIP: [Zip]
 PHONE: [Phone], FAX: [FAX], EMAIL: [Email]

- DEVELOPMENT NOTES**
- CONCRETE SHALL BE FINISHED TO THE TOP OF CURB.
 - SEWER INSTALL SHALL BE FINISHED TO THE TOP OF SEWER.
 - PROVIDE FINISH SHALL BE FINISHED TO THE TOP OF SEWER AND MAKE A SEWER PROTECT COVER.
 - THE SUBDIVISION IS SUBJECT TO CONFERENCE WITH SEWER DISTRICTS OF THE AREA FOR EXISTING SEWER LINES.
 - STORM DRAINAGE SHALL BE FINISHED TO THE TOP OF CURB AND MAKE A SEWER PROTECT COVER. ALL SEWER PROTECT COVERS SHALL BE FINISHED TO THE TOP OF CURB.
 - STORM DRAINAGE SHALL BE FINISHED TO THE TOP OF CURB AND MAKE A SEWER PROTECT COVER. ALL SEWER PROTECT COVERS SHALL BE FINISHED TO THE TOP OF CURB.
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LEGEND

SS	SS	SS	SS	SEWER OVER WARE	⊙
WB	WB	WB	WB	SEWER OVER WARE	⊙
WB	WB	WB	WB	SEWER OVER WARE	⊙
WB	WB	WB	WB	SEWER OVER WARE	⊙
WB	WB	WB	WB	SEWER OVER WARE	⊙
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WB	WB	WB	WB	SEWER OVER WARE	⊙
WB	WB	WB	WB	SEWER OVER WARE	⊙
WB	WB	WB	WB	SEWER OVER WARE	⊙

811 Know what's below. Call before you dig.

NOTICE: CONTRACTOR WHEN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCLOSURE PERMIT HAS BEEN ISSUED.

NO.	DATE	DESCRIPTION
1	09/07/2021	ISSUED FOR PERMIT

SEAL-ENGINEER

BLAINE A. WOMER
 CIVIL ENGINEERING

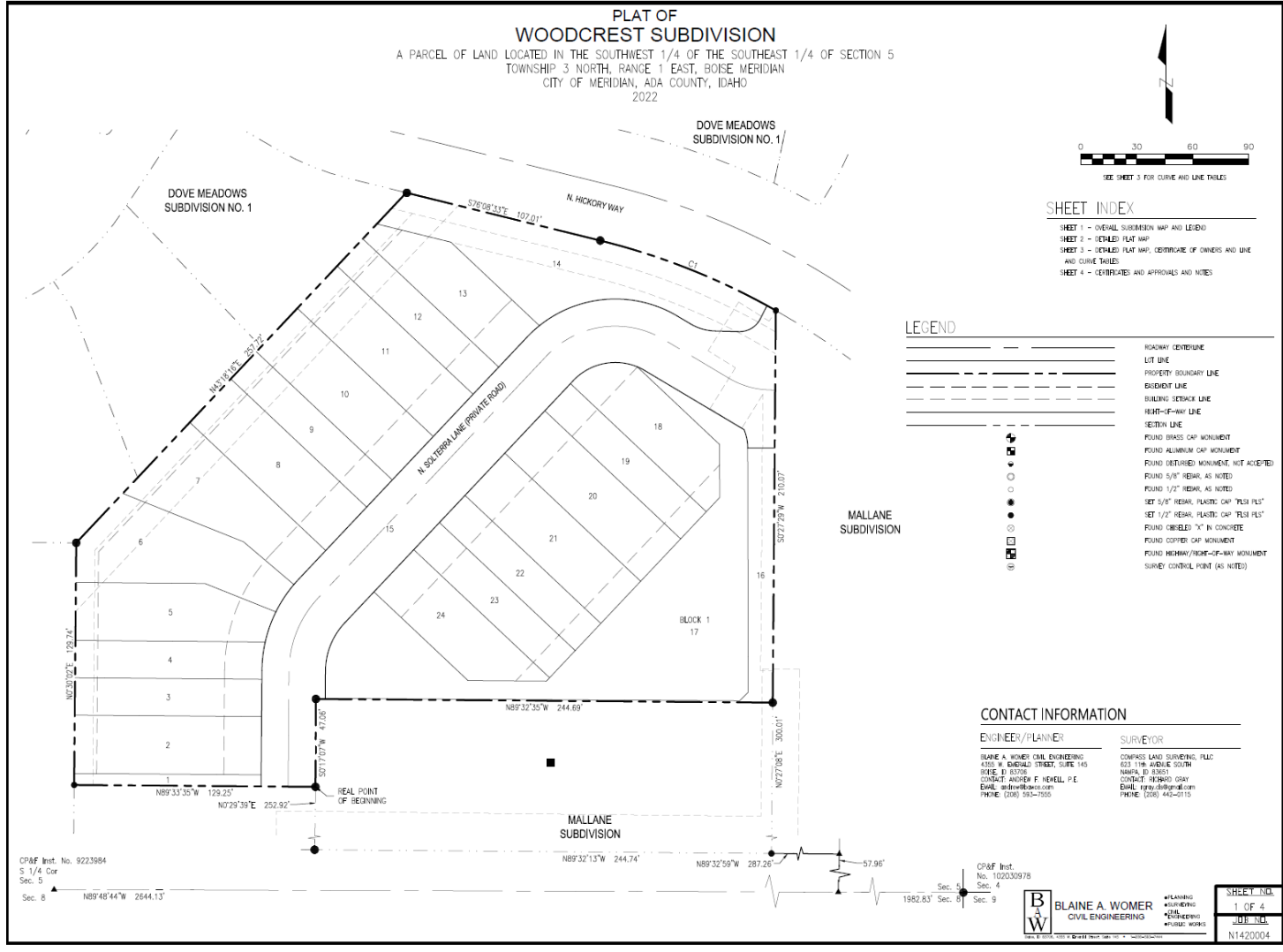
BENCHMARK

PLANNING
 ARCHITECTURE
 ENGINEERING

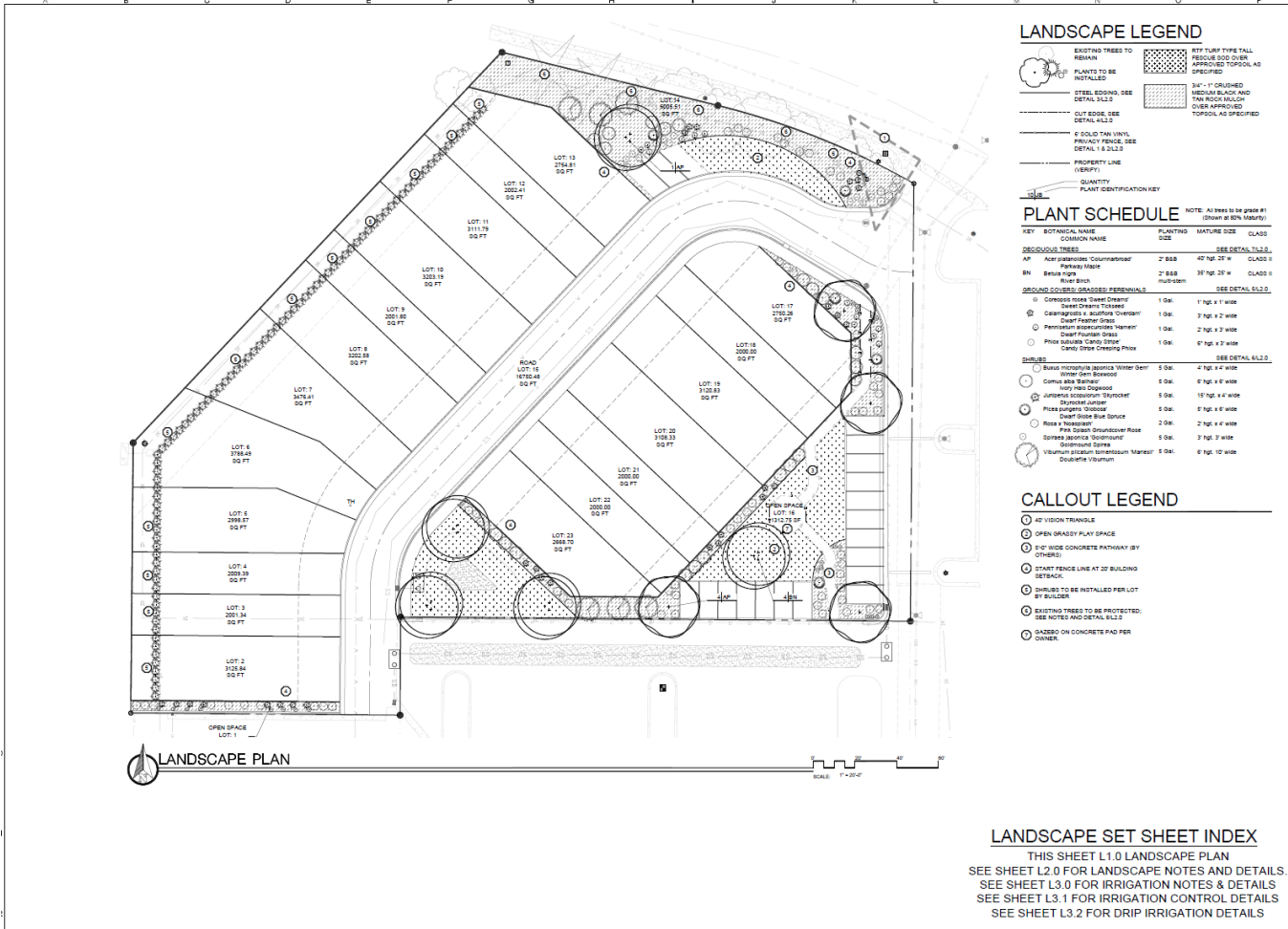
CITY OF MERIDIAN, ID
 WOODCREST TOWNHOMES SUBDIVISION
 COVER SHEET

SHEET NO. PP-1
 FILE NO. N1420004

B. Final Plat (date: 2/7/2022)



C. Landscape Plan (date: 11/4/2021) & Amenity Detail



DATE: 11/4/2021

SOUTH BECK & BAIRD
 ARCHITECTS
 1789 N. HILKORY WAY
 MERIDIAN, ID 83646

LANDSCAPE PLAN
 WOODCREST TOWNHOMES
 1789 N Hilkory Way Meridian, ID 83646

DRAWN BY: JPS
 CHECKED BY: JCB
 PROJECT NUMBER: 21-046
 SHEET: L1.0

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-2021-0015 (DA Inst. #2022-018604; H-2021-0081)].
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of approval of the preliminary plat (by January 18, 2024); or, a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat shown in Section V.B prepared by Blaine A. Womer Civil Engineering, shall be revised as follows:
 - a. Note #10: "Lots shall not be reduced in size without prior approval from the health authority and the City of Meridian."
 - b. Note #14: Include the recorded instrument number of the ACHD landscape license agreement.
 - c. Note #15: Include the recorded instrument number of the NMID license agreement.
 - d. Remove the former 25' landscape easement along the project's northwest boundary as it's no longer required with residential development.
 - e. Remove the building setback line from the face of the plat and the Legend.
 - f. The final plat shall be stamped, signed and dated by the PLS.

An electronic copy of the revised plat shall be submitted with the final plat for City Engineer signature.

5. The landscape plan shown in Section V.C, dated 11/4/21, shall be revised as follows:
 - a. Depict a pathway from the sidewalk along the private street on the west end of the site through the common area to the parking area at the southeast corner of the site as required by preliminary plat condition #3a. Also, depict landscaping along the pathway in accord with the standards listed in UDC [11-3B-12C](#).
 - b. Depict the location of the faux gate at the entrance to the subdivision off the north/south shared drive aisle from N. Hickory Way.
 - c. Remove the shrubs that are depicted along the northwest boundary of the site as a landscape buffer is not required with this development.
 - d. The location of the pedestrian pathway on Lot 17, Block 1 shall be shifted away from Lots 18 and 19 as much as possible to comply with the standard in UDC 11-3B-12C.1, which requires a minimum 5-foot wide landscape strip to be provided along each side of pathways, while not encroaching in the 2-foot wide vehicle overhang area adjacent to the row of parking along the east boundary of the site.

An electronic copy of the revised plat shall be submitted with the final plat for City Engineer signature.

6. All development shall comply with the dimensional standards for the R-15 zoning districts listed in UDC [Table 11-2A-7](#). *In the case where a wider easement exists, a greater setback may be required.*
7. Install “No Parking Fire Lane” signs along the private street per requirement of the Fire Department in accord with ACHD standards. The bottom of the sign(s) should be 7-feet above the road/sidewalk surface and shall not be in the travel way. The sign(s) shall be installed about 6-inches to 1-foot behind the curbing or edge of pavement on a Telspar post. No other signs shall be approved:
8. A private street application was tentatively approved by the Director on January 5, 2022 for the proposed private street. Compliance with the standards for such listed in UDC 11-3F-4 is required. The Applicant has one (1) year to complete the tasks listed in UDC 11-3F-3B in order to obtain final approval of the private street. Upon completion of these tasks, the Applicant shall submit documentation to the Planning Division verifying completion and the Director will issue a letter stating the private street has been approved. **No building permit shall be issued for any structure using a private street for access to a public street until the private street has been approved per UDC 11-3F-3B.5.**
9. The private street shall connect to the collector street (i.e. N. Hickory Way) for emergency wayfinding purposes; the connection requires approval from ACHD. If not possible to connect, the Applicant shall submit an application for alternative compliance to UDC 11-3F-4A.2.
10. “No Parking Fire Lane” signs are required to be installed the entire length of the private street in accord with ACHD standards; if a curb exists next to the drive aisle, it shall be painted red per UDC 11-3F-4B.2d.
11. All ditches are required to be piped in accord with UDC 11-3A-6A unless waived by City Council or used as a water amenity or linear open space.
12. The Director approved alternative compliance to UDC 11-3F-5D to allow faux gates to be constructed at each end of the private street as shown in Section V.D, rather than fully functioning gates that restrict access to the development.
13. 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.
14. A Design Review application shall be submitted for all of the structures in the development and approved prior to submittal of application(s) for building permits. The elevations submitted shall comply with the design standards in the Architectural Standards Manual and the provisions in the Development Agreement.
15. Staff’s failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

Site Specific Conditions:

1. A streetlight plan has not been approved. Streetlights must be installed and operational, with approved record drawings submitted, prior to occupancy of any building within the development.

2. Sewer services shall be installed perpendicularly to the water main, or discharge directly into a manhole. Block 1, Lot 2, Block 1, Lot 5, and Block 1, Lot 6 do not meet this requirement and need adjustment.
3. A geotechnical report was not provided with the Final Plat application. A geotechnical report must be provided and reviewed prior to signature of the Final Plat.

General Conditions:

4. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
5. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
6. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
7. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
8. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
9. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
10. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
11. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.

13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
16. All grading of the site shall be performed in conformance with MCC 11-1-4B.
17. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
18. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
19. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
20. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
21. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
22. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
23. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
24. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.

- 25. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
- 26. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
- 27. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

VII. FINDINGS

A. Alternative Compliance (UDC 11-5B-5): In order to grant approval of an alternative compliance application, the Director shall determine the following:

- 1. Strict adherence or application of the requirements is not feasible; OR

The Director finds strict adherence to the required finding for private streets listed in UDC 11-3F-5D which requires the residential development to be a (mew or) gated development is feasible.

- 2. The alternative compliance provides an equal or superior means for meeting the requirements; and

The Director finds the proposed alternative compliance of providing a faux gate at the entry of the private street provides an equal means for meeting the requirement in that it signifies a private area that is not for public access.

- 3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of the surrounding properties.

The Director finds that the proposed alternative means of compliance will not be detrimental to the public welfare or impair the intended use/character of the surrounding properties.



AGENDA ITEM

ITEM TOPIC: Conduit License Agreement Between the City of Meridian and Fatbeam, LLC for Conduit Sharing

Item #5.

CONDUIT LICENSE AGREEMENT

This CONDUIT LICENSE AGREEMENT ("Agreement") is entered into between City of Meridian, an Idaho Municipal Corporation ("City") and Fatbeam, LLC, an Idaho Limited Liability Company ("Fatbeam"). This Agreement as of the 10th day of March, 2022 (the "Effective Date"). Each of the City and Fatbeam are individually referred herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has a conduit system approximately 2,284 feet in length, as set forth in Exhibit A to this Agreement (the "City Route");

WHEREAS, Fatbeam has a conduit system approximately 2,777 feet in length, as also set forth in Exhibit A to this Agreement (the "Fatbeam Route") (together with the City Route, each a "Route" and collectively the "Routes");

WHEREAS, the City and Fatbeam believe that the interests of the public and the Parties will be well served by City and Fatbeam respectively licensing to the other party, the access and use of each respective Route in accordance with the terms and conditions contained herein and that the value of the exchanged fiber in City's Route is roughly equal to the value of the exchanged fiber in Fatbeam's Route.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. EXCHANGE OF CONDUIT.

1.1 As of the Effective Date of this Agreement, and subject to Section 1.2 below, Subject to the terms set forth herein: (i) City hereby irrevocably (except in the case of uncured breach of this license) licenses to Fatbeam, and Fatbeam's employees and authorized agents, to: (A) access, occupy, and right to use, the City Route, for the purposes set forth in this Agreement.; and (B) install fiber, and (ii) Fatbeam hereby irrevocably (except in the case of uncured breach of this license) licenses to the City, and City's employees and authorized agents, to: (C) access, occupy, and right to use, right to use, Fatbeam Route; and (B) install fiber. Exhibit A is attached hereto and incorporated by reference.

1.2 Prior to commencement of the respective license set forth in Section 1.1, and as a precondition to each Party's respective obligations to exchange as contemplated hereunder, each Party shall, no later than thirty (30) days from notice received from the other Party of proposed delivery of the respective Routes, perform an inspection of the Route to verify that its "as-is" condition is acceptable to the respective Party. Each Party shall review the results of the testing and provide written notice accepting (or rejecting by specifying the defect or failure in the testing which is the basis for such rejection) the other party's Route. If a Party fails to provide notification of its acceptance or rejection of the final test results with respect to the other Party's Route within thirty (30) days after the receipt of the notice of proposed delivery, the recipient Party shall be deemed to have accepted the other Party's Route. The date of such notice of acceptance (or deemed acceptance) of the Route shall be the "Acceptance Date" for the Fatbeam Conduit. In the event of any good faith rejection, the granting Party shall take such action reasonably necessary and as expeditiously as practicable to correct or cure such defect or failure and the process of testing, provide notice to the other Party and acceptance shall be repeated with respect to such rejected Route.

1.3 Subject to the provisions of this Agreement, each Party shall have responsibility for determining any network and service configurations or designs, routing configurations, rearrangement or consolidation of channels or circuits and all related function with regard to the use of that Party's Route.

Item #5.

CONSIDERATION. The Parties mutually acknowledge and agree that the mutual license and exchange of the respective Routes is fair and valuable exchange of consideration.

3. LICENSE TERM. The initial term of the license set forth in Section 1 shall commence upon the Acceptance Date, and shall continue for a period of twenty (20) years (“Initial License Term”). Upon the expiration of the Initial License Term, the term of the license shall continue for two (2) successive five (5) year periods respectively (each and collectively, the “Renewal License Term”), unless otherwise terminated by either Party upon written notice not less than ninety (90) days prior to the termination of the Initial License Term or a Renewal License Term. Both the Initial License Term and the Renewal License Term are collectively referred to herein as the “License Term.”

4. FIBER. The Parties acknowledge and agree that: (a) Each Party may elect, in its discretion, to install fiber(s) into the other party’s Route which it is licensing under this Agreement; and (b) upon the installation of fiber(s), all ownership rights shall vest in the install Party. The non-installing Party hereby assigns all right, title and interest in and to the fiber(s), that the non-installing Party may now or hereafter have in and to the fiber(s).

5. WARRANTY

5.1 With respect to the respective Routes, each Party represents and warrants to the other Party that:

- (a) the Routes have been constructed in accordance with industry standards in effect at the time of construction;
- (b) During the License Term, the conduit in the Routes, and the construction thereof, shall materially conform with the Specifications. If either Party discovers any defect in construction within twelve (12) months following the Effective Date, the other Party which licensed the defective Route shall, within fifteen (15) days of receiving written notice of such defect, correct any such defect within thirty (30) days thereafter at licensing Party's expense or provide notice of its dispute as to any defects. In the event the correcting Party is unable to correct any such defect with that thirty (30) day period, the other Party may elect to provide notice to terminate this Agreement;
- (c) it is the true and lawful owner, and it currently holds all rights, licenses, permits, authorizations, franchises, rights of way, easements and any other necessary governmental approvals;
- (d) During the License Term, each Party shall obtain and maintain in full force and effect all rights, licenses, permits, authorizations, franchises, rights-of-way, easements, leases, access rights and other rights, consents and approvals (collectively, the “Required Rights”) that are necessary in order to permit the other Party to construct, install and keep installed, replace, repair and maintain the respective Route;
- (e) No Hazardous Materials (as defined below) shall be created, stored, used, disposed of, brought to or handled at any time on or near the Routes, except Hazardous Materials contained in or used in connection with construction equipment necessary for the operation of such equipment or vehicle being used for work which is authorized this Agreement. For purposes of this Agreement, “Hazardous Materials” means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment; and
- (f) Each Party agrees to transfer and assign to the other Party any warranty it may have received from the manufacturer, or supplier, to the extent that such warranty is assignable.

5.2 EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE RESPECTIVE ROUTES, INCLUDING THE CONDUIT, HAND HOLES OR OTHER ASSOCIATED MATERIALS, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN ADDITION, EXCEPT AS SET FORTH IN THIS AGREEMENT, CITY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY TYPE CONCERNING THE INTEGRITY OR PERFORMANCE OF THE MATERIALS FURNISHED BY FATBEAM.

6. LIMITATION OF LIABILITY

Item #5.

EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

7. GENERAL

7.1 Default and Termination. In the event of a default, the non-defaulting party must provide written notice of such default including reasonable detail, and an opportunity to cure the default within thirty (30) days after receipt of such notice. Notwithstanding, when a default cannot reasonably be cured within such thirty (30) day period, the time for curing such default shall be extended for a period no longer than sixty (60) days from the date of the receipt of the default notice if the Party proceeds promptly to cure the default with due diligence.

7.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed as follows:

To Fatbeam as follows:

Fatbeam, LLC
2065 W. Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814
Attn: Chief Operating Officer

To City as follows:

David Tiede, CIO
Meridian City Hall
33 E. Broadway Ave,
Meridian, Idaho 83642

With a Copy to Meridian City Clerk

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

7.3 Assignment. Neither party shall assign or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign or otherwise transfer without the express written consent of the other party in connection with: (i) any disposition of all or substantially all of the assets of either party; (ii) any merger, consolidation or reorganization of either party; (iii) any assignment, in whole or in part, to any subsidiary, parent company or other affiliate of either party; (iv) any collateral assignment, security interest or pledge of this Agreement to a lender; or (v) any lease, sublease, sub easement, sublicense, indefeasible right of use, or sale or transfer of, conduit, fiber or similar facilities by either party within its telecommunications system to any third-party users of such facilities.

7.4 Costs. Each party shall bear all of its own attorney's fees and other expenses related to this Agreement.

Item #5.

7.5 Governing Law. This Agreement shall be governed by and construed solely in accordance with the laws of the State of Idaho with jurisdiction in the Fourth Judicial District, Ada County Court.

7.6 Force Majeure. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, terrorism, riots, wars, or strikes, lockouts, work stoppages or other labor difficulties.

7.7 Complete Agreement. This Agreement and any other written agreement expressly referenced herein represent the entire understanding between Fatbeam and City with respect to the installation and sale of the Fatbeam Conduit and Ancillary Facilities covered hereunder and incorporate all prior and contemporaneous understandings, whether written or oral, between the parties. This Agreement supersedes all other prior oral or written agreements concerning the installation and sale of the Fatbeam Conduit and Ancillary Facilities covered hereunder. This Agreement may not be rescinded, amended, or otherwise modified except by a writing executed by the authorized representatives of both parties.

7.8 No Personal Liability. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer, director or agent of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations or provisions of this Section.

[Signature page follows]

Item #5.

NESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

Fatbeam, LLC

City of Meridian

By  _____
1453816E39B84B5...

By: _____

Printed Name: Jason Koenders

Printed Name: Robert E. Simison

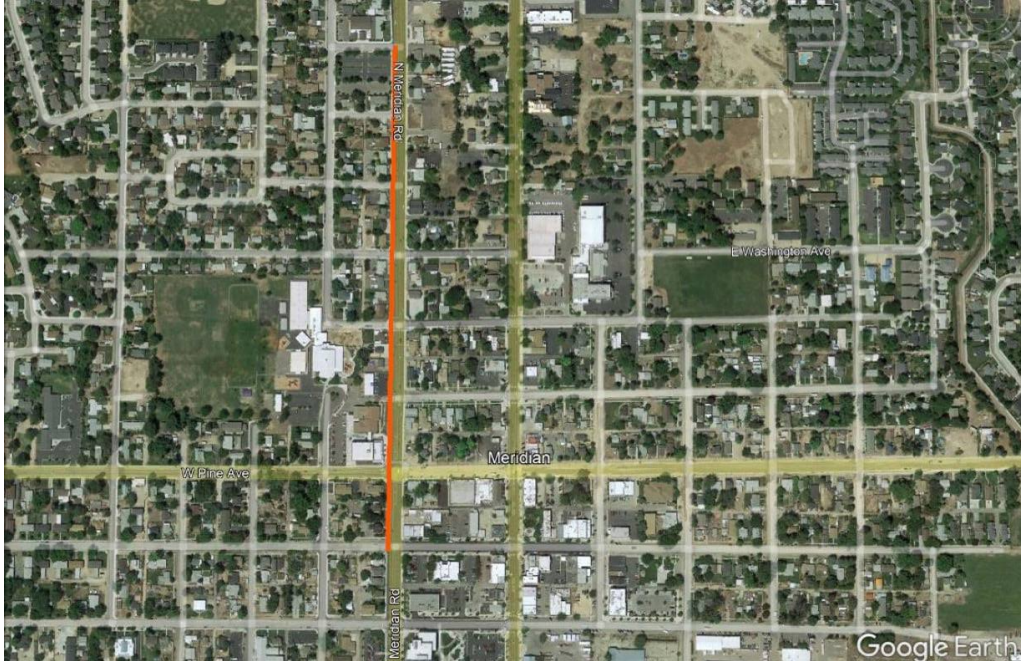
Title: COO & CTO

Title: Mayor

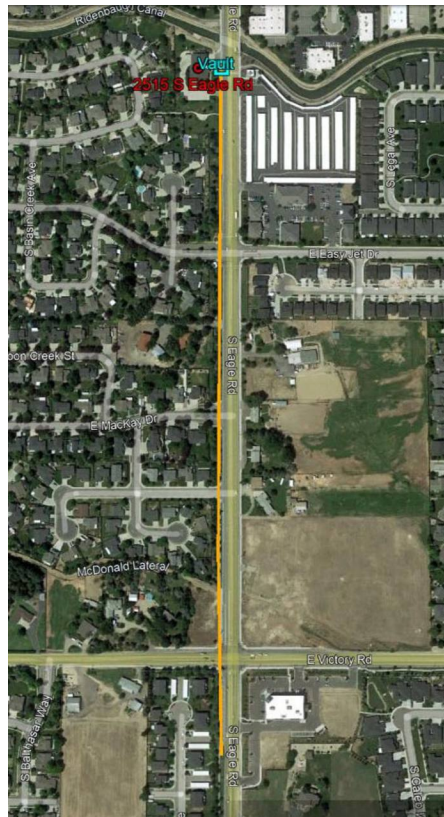
Item #5.

EXHIBIT A

Routes



City Route – conduit and junction boxes City owns in the subsurface of Meridian Road between Elm Avenue to Idaho Avenue



Fatbeam Route – conduit Fatbeam owns in the subsurface of Eagle Road from Fire Station 4 at 3545 N. Locust Grove Rd, Meridian, Idaho 83642 to roughly 325 feet south of the South Eagle Road/ East Victory Road intersection

Certificate Of Completion

Envelope Id: 3391E35929EC4171AD2A512D6F4F7C26 Status: Completed
Subject: Please DocuSign: CITY OF MERIDIAN_CONDUIT LICENSE AGREEMENT_FINAL 04042022.pdf
Source Envelope:
Document Pages: 6 Signatures: 1 Envelope Originator:
Certificate Pages: 1 Initials: 0 Chariti Zlateff
AutoNav: Enabled 2065 W. Riverstone
Envelopeld Stamping: Enabled Ste. 105
Time Zone: (UTC-08:00) Pacific Time (US & Canada) Coeur d'Alene, ID 83814
chariti.zlateff@fatbeam.com
IP Address: 148.59.195.106

Record Tracking

Status: Original Holder: Chariti Zlateff Location: DocuSign
4/4/2022 5:04:28 PM chariti.zlateff@fatbeam.com

Signer Events

Jason Koenders
jason.koenders@fatbeam.com
COO/CTO
Fatbeam, LLC
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Signed by link sent to jason.koenders@fatbeam.com
Using IP Address: 148.59.195.106

Timestamp

Sent: 4/4/2022 5:05:44 PM
Viewed: 4/4/2022 5:06:05 PM
Signed: 4/4/2022 5:06:10 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Table with 3 columns: Event Type, Status, and Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events, Witness Events, Notary Events, Envelope Summary Events, and Payment Events.



AGENDA ITEM

ITEM TOPIC: Memorandum of Agreement for the Civic Block Development Proposal
Between the City of Meridian, the Meridian Development Corporation, and Meridian Caddis, LLC

**MEMORANDUM OF AGREEMENT
CIVIC BLOCK DEVELOPMENT PROPOSAL**

This MEMORANDUM OF AGREEMENT (“Agreement”) is made this ___ day of _____, 2022 (“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”) and Meridian Caddis, LLC, a Michigan limited liability company registered to do business in Idaho (“Respondent”). The foregoing may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, MDC in cooperation with the City issued a Request for Proposals (“RFP”) seeking proposals from interested parties for the development or redevelopment of the Civic Block property (the “Project”) containing parcels owned by the City and MDC;

WHEREAS, River Caddis Development, LLC, a Michigan limited liability company (the “Original Respondent”) submitted one of three proposals received and was selected by MDC and the City subject to certain contingencies;

WHEREAS, Respondent is wholly owned by Original Respondent or its principals and was formed by Original Respondent for purposes of entering into this Agreement and the Definitive Agreements (as defined in Article 2, below) and pursuing the Project;

WHEREAS, the Parties desire to describe the process necessary for the Respondent’s proposal to move forward;

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

1. MDC and the City’s acceptance of the Original Respondent’s proposal was conditioned upon the attached list of contingencies which includes RFP and RFP addendum content, the Original Respondent’s proposal and presentations, as well as conditions discussed at MDC and City joint public meetings where Original Respondent was present (See Exhibit A attached hereto and incorporated by reference herein). The Parties acknowledge and agree to these contingencies and that they will be incorporated into the Definitive Agreements or survive the execution of the Definitive Agreements, as applicable.

2. The Respondent agrees that its Proposal will remain valid until the completion of negotiations and possible execution of (i) a purchase and sale agreement for the City property between the City, as seller, and MDC, as purchaser (the “City/MDC Purchase Agreement”); (ii) a purchase and sale agreement between MDC as seller, and Respondent, as purchaser, for the MDC property and the City property (the MDC/Respondent Purchase Agreement”); and (iii) an owner participation agreement for the entire Project property between MDC and Respondent, as developer (the “OPA”) (all of the aforementioned agreements in this paragraph are collectively referred to as the “Definitive Agreements”). The Parties acknowledge that the sale of the City property to MDC is subject to a public process and is a necessary component of the Definitive Agreements. The Parties acknowledge that the City cannot guarantee an outcome and/or commit to transfer of the city

property to MDC in advance of that public process.

3. This Agreement is governed by the laws of the State of Idaho, constitutes the entire understanding between the Parties and may not be modified except by written consent of all the Parties. The Parties agree to participate in the negotiation of the Definitive Agreements in good faith. This Agreement will automatically terminate if the Definitive Agreements acceptable to all parties are not executed by City, MDC and Respondent as applicable on or before 5:00 pm on December 31, 2022 (the “Negotiation Period Expiration Date”). If this Agreement is in effect, then between the Effective Date and the Negotiation Period Expiration Date, City and MDC shall deal exclusively with the Respondent in connection with the Project and shall not negotiate, discuss or enter into any purchase agreement, owner participation agreement or similar agreement with respect to the Project or the Project property as referenced above with any other party. The Parties may extend the Negotiation Period Expiration Date by mutual written amendment to this Agreement. Upon the execution of the Definitive Agreements by the Parties, this Agreement shall be of no further force or effect, except for those obligations set forth herein that expressly survive the execution of the Definitive Agreements.

4. Either Party may terminate this Agreement upon thirty (30) days written notice of default regarding the terms and conditions of this Agreement or for lack of substantial progress in the negotiations of the Definitive Agreements. If the defaulting Party cures the default or lack of substantial progress within the thirty (30) day period described in the notice, then the notice shall be deemed withdrawn and this Agreement will remain in effect. Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered; or (ii) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery; or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid; or (iv) when sent by facsimile or electronic (pdf) transmission during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. For communication purposes the contact information for the Parties is as follows:

Ashley Squyres
Meridian Development Corporation
104 E. Fairview #239
Meridian, ID 83642
208-830-7786
Email: __meridiandevelopmentcorp@gmail.com

John McGraw
Director of Development
River Cadis Development, LLC
1038 Trowbridge Road
East Lansing, Michigan 48823
Email: jmcgraw@rivercaddis.com

Bruce Freckleton
City of Meridian
33 E. Broadway Ave
Meridian, ID 83642
Email: bfreckleton@meridiancity.org

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first noted above.

MERIDIAN DEVELOPMENT CORPORATION:

By: Dave Winder, Chairman

Attest: Steve Vlassek, Secretary

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: Chris Johnson, City Clerk

MERIDIAN CADDIS, LLC

By: Kevin T. McGraw, _____

EXHIBIT A

**Civic Block Project
Development Contingencies**

MDC and the City recommend approval of the Respondent’s proposal with the contingencies cited below, which will be incorporated into the Definitive Agreements as applicable. It is important to note that the OPA will place all of the risk on the Respondent as to whether the tax increment generated by the Project will be sufficient to cover the reimbursable costs of the Project and corresponding improvements. If the required contingencies are not met, the Project will not move forward, and the City and MDC will not have expended any funds.

- The final Project must address the Guiding Principles and Basis for Selection criteria outlined in the RFP and incorporated herein by this reference. To the extent that the list set forth below contains additional requirements beyond what is specified in the RFP, the more specific requirements shall prevail. Specifically:
 - a. Preferred projects should feature a mixed-use development with active street level uses that will bring visitors to the area, service downtown residents and workers, and contribute to the vitality of Downtown Meridian.
 - b. The Project should “substantially conform with the vision, goals, and objectives of Destination Downtown, the Meridian Revitalization and Union District Plans, and the Comprehensive Plan for the City of Meridian.”
 - c. Economic benefits include...broadening and enhancing the economic base of the downtown, stimulating new growth and other private development and investment, tax revenue generated, increased property values, long term economic opportunities, employment and job creation, and attraction of visitors and residents to support downtown businesses.
 - d. Preferred projects will include outdoor spaces that encourage public gathering.
 - e. Respondent timelines and cost breakdowns should include all visioning, community outreach and engagement, design, Ada County Highway District (“ACHD”) approvals, and construction for East 2nd Street improvements.” Preferred projects are “encouraged to capitalize on” the enhanced streetscapes and pedestrian-friendly downtown corridor on East 2nd Street “and create pedestrian connections to the proposed project.
 - f. Regarding the public alley vacation, the proposed project must include one-way vehicular access from East 2nd Street. Respondent will obtain the approval for the location of the one-way vehicular access from the adjoining landowners (unBound and COMPASS/VRT).

- g. Prior to the execution of the Definitive Agreements, Respondent shall provide City and MDC representatives with an opportunity to meet with Respondent's proposed financing provider to discuss and verify the Respondent's financial ability and financing plan to complete the project in a timely manner and verify the liquidity and net worth of the guarantor entity.
- Respondent should begin stakeholder outreach and engagement as soon as practical. Public notification should include all property owners, residents, and businesses within 500 feet of the Project site. A minimum of three public meetings are expected.
 - Prior to City's execution of the City/MDC Purchase Agreement, City must be satisfied with the Project elements, including but not limited to the mix of uses on the site, number of parking spaces dedicated to the Project and to the public, public gathering spaces, general site plan and renderings showing height and mass of the Project, and the Festival Street. The above information will be included in the OPA as attachments describing the Project and the OPA will state that any substantial change to these items will require the approval of MDC. The OPA will also require that the Respondent consult with the City prior to requesting any substantial changes to the above attachments and that MDC will consider the input from the City in regard to the proposed substantial changes.
 - To ensure that the Respondent actually closes on the Property in accordance with the terms of this Agreement and the MDC/Respondent Purchase Agreement, the City shall not be required to close under the City/MDC Purchase Agreement until the MDC shall have entered into the MDC/Respondent Purchase Agreement in accordance with the terms hereof and the Respondent shall have satisfied or waived all of its contingencies and conditions to closing thereunder.
 - Due to the substantial costs that Respondent will incur in connection with the negotiation of the Definitive Agreements, due diligence investigations of the Project site and the design, planning, financing and obtaining approvals for the Project, including without limitation the planning and approvals required in connection with the relocation of the Hunter Lateral (as discussed below) (collectively, the "Pre-Closing Expenses"), it is agreed by City and MDC that (i) the City/MDC Purchase Agreement, after execution by such parties, shall not be terminable by either the City or MDC for any reason other than the Financing Condition (as defined herein), or a default by Respondent under the MDC/Respondent Purchase Agreement beyond all applicable notice and cure periods set forth therein; and (ii) Respondent shall be named as an express and intended third-party beneficiary of the City/MDC Purchase Agreement, such that if the City fails to close the transaction contemplated by the City/MDC Purchase Agreement, Respondent shall be permitted to either seek the remedy of specific performance to ensure that both the City and MDC perform their respective obligations under the City/MDC Purchase Agreement or Respondent shall be permitted to seek damages against the City equal to Respondent's Pre-Closing Expenses. The MDC/Respondent

Purchase Agreement shall also permit Respondent the remedy of specific performance to ensure that the MDC performs its obligations under the MDC/Respondent Purchase Agreement and to recover its Pre-Closing Expenses from MDC in the event of a default by MDC under either the MDC/Respondent Purchase Agreement or the City/MDC Purchase Agreement.

- The MDC/Respondent Purchase Agreement shall contain the following contingencies benefiting Respondent: (a) all site conditions, including without limitation, soils, geotechnical and environmental conditions shall be acceptable to Respondent; (b) all matters of title and survey shall be acceptable to Respondent; (c) Respondent shall have determined that the Project is economically feasible in Respondent's sole discretion, including without limitation the costs associated with the relocation of the Hunter Lateral and Respondent's ability to recover such costs under the OPA; (d) Respondent shall have received such approvals as are deemed by Respondent as necessary for the development and construction of the Project; (e) Respondent shall have obtained financing commitments and such other incentives as are deemed necessary for the Project by Respondent, all of which shall be on terms and conditions that are acceptable to Respondent; and (f) MDC shall have acquired the City property from the City pursuant to the terms of the City/MDC Purchase Agreement. Other than the Respondent's costs and expenses incurred in connection with the potential relocation of the Hunter Lateral, which shall include without limitation the cost of all investigations, feasibility studies, plans, applications and approvals procured or prepared by Respondent in connection with such relocation (the "Lateral Relocation Expenses"), which shall be reimbursed by the City as provided in this MOA, if the Respondent decides not to proceed with the Project based upon the foregoing contingencies, then the Respondent shall bear all of its costs, expenses and fees related to the Project and MDC shall have no obligation to reimburse Respondent in any manner. The Respondent/MDC Purchase Agreement shall also provide that if Respondent waives all contingencies and thereafter defaults in its obligation to purchase the Property (after all applicable notice and cure periods as may be set forth in the Respondent/MDC Purchase Agreement), then MDC may terminate the Respondent/MDC Purchase Agreement and recover from Respondent all of MDC's actual, out of pocket attorney fees associated with the transactions contemplated hereunder.
- If the Definitive Agreements are entered into in accordance with the terms of this Agreement and the Respondent thereafter incurs Lateral Relocation Expenses but does not ultimately proceed with the Project for any reason other than the Respondent's default under a Definitive Agreement (including without limitation a failure of a contingency under the MDC/Respondent Purchase Agreement or a failure to perform by the City or MDC under the City/MDC Purchase Agreement or the MDC/Respondent Purchase Agreement), then the City shall be responsible for, and hereby agrees to reimburse the Respondent on demand for, all of the Lateral Relocation Expenses incurred by Respondent. Following such reimbursement,

Respondent shall turn over to the City all plans, studies, applications and other work product procured or prepared by Respondent in connection with the Lateral Relocation Expenses. The City's obligation under this paragraph shall be binding on the City and survive the execution of the Definitive Agreements and any subsequent termination of the Definitive Agreements.

- The Purchase Price payable by Respondent for the entire Project property (including both the City property and the MDC property) under the MDC/Respondent Purchase Agreement shall be equal to the current fair market value of the City property, as determined by a licensed, MAI real estate appraiser reasonably acceptable to the City, MDC and Respondent. Specifically, the appraiser shall take into account the current location of the Hunter Lateral on the City property in determining the City property's fair market value. After Closing, it will become necessary to relocate the Hunter Lateral in order to develop and construct the Project. If Respondent proceeds to closing under the MDC/Respondent Purchase Agreement, Respondent will assume responsibility for relocation of the Hunter Lateral from design through construction and acceptance of improvements by Nampa Meridian Irrigation District and ACHD. Actual, audited costs are eligible for TIF reimbursement with the details to set forth in the final OPA. MDC and the City will continue current efforts to coordinate such relocation with relevant entities prior to finalizing the Definitive Agreements.
- The MDC/Respondent Purchase Agreement shall also require, as the sole condition to MDC's obligation to perform thereunder, that Respondent provide to MDC, prior to closing, the following: (a) a financing commitment from an established financial institution in order to demonstrate that Respondent has the financial ability and viable plan to complete the Project in a timely manner; and (b) copies of loan documentation between Respondent and its lender that set forth an affirmative obligation for Respondent to substantially complete the Project within a definitive construction schedule (but in no event shall Respondent be required to share its construction budget, operating proforma or other financial documentation) (collectively, the "Financing Condition")
- The final Project must include funded, adequate parking. Any off-site parking must be at a specified, approved, alternate location before the Subject Property will be transferred for development. The Parties may negotiate additional public parking.
- Respondent shall cover all Project design costs, up to and including without limitation construction documents, for all buildings, site improvements, parking, and required public infrastructure improvements.
- Audited, verified costs of reimbursable public improvements would be eligible for tax increment financing ("TIF") reimbursement, with the details to be set forth in the final OPA.
- Project funding for reimbursable public improvements will be based on a TIF performance-based reimbursement model. Reimbursement will be made upon successful completion of the Project and reimbursable public

improvements and only from an agreed upon portion of the tax increment dollars received by MDC from the subject property.

- Respondent agrees that its proposal will remain valid for sufficient time to allow for entitlement approvals and execution of the Definitive Agreements.
- The OPA shall contain liquidated damages provisions whereby if Respondent fails to construct the Project in accordance with the requirements of the OPA, subject to force majeure and applicable notice and cure periods set forth therein, MDC shall be permitted to recover from Respondent liquidated damages for Respondent's failure to perform. The liquidated damages recoverable by MDC shall be equal to \$25,000/month (\$835.00/day) for each delay day as to key milestone dates for the commencement and completion of the Project (which shall be more particularly set forth in the OPA); provided, however, the cumulative liquidated damages payable by Respondent under the OPA shall in no event exceed the Purchase Price paid by Respondent for the Property. The OPA will provide that these liquidated damages are to be waived by MDC in the event that Respondent has shown to MDC's reasonable satisfaction that it has made good faith progress toward achieving such key milestone dates for the commencement and completion of the Project and/or if any such delays were for reasons beyond the reasonable control of Respondent. In no event shall any type of liquidated damages exceed the fair market value of the MDC property.



AGENDA ITEM

ITEM TOPIC: Public Works: Fiscal Year 2022 Budget Amendment in the Amount of \$275,650.00 for Well 34 (Test Well) Additional Construction Funds



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

TO: Mayor Robert E. Simison
Members of the City Council

FROM: Brent Blake
Engineering Project Manager

DATE: 3/24/2022

SUBJECT: BUDGET AMENDMENT FOR FY 2022 IN THE AMOUNT OF \$275,650 FOR TEST WELL #34.

I. RECOMMENDED ACTION

A. Move to:

1. Approve the Well 34 Test Well Budget Amendment for \$275,650.
2. Authorize the Mayor to sign the amendment.

II. DEPARTMENT CONTACT PERSONS

Brent Blake, Engineering Project Manager	489-0340
Kyle Radek, Assistant City Engineer	489-0343
Warren Stewart, City Engineer	489-0350
Laurelei McVey, Director of Public Works	985-1259

III. DESCRIPTION

A. Background

A test well is the first step in the process of drilling a new well. It provides the City valuable information allowing them to identify and target the best quality groundwater and locate the depth to which the final production well will be drilled. This new well site is in pressure zone 1 in the Northwest area of Meridian.

B. Reason for Amendment

Bids for the construction phase of the test well were opened on February 28, 2022. The low bid exceeded the balance of the FY22 available funding. In order to award a contract for construction additional funds are needed. The primary reason for the shortfall is related to the current bidding environment. The rising cost of materials, equipment, and fuel, has also contributed to higher than anticipated costs.

IV. IMPACT

A. Strategic Impact:

This project meets our mission requirements to identify and prioritize work to anticipate, plan, and provide public services and facilities that support the needs of our growing community and ensure modern reliable facilities while maintaining financial stewardship.

B. Fiscal Impact

Current Funding Status	Accounting	Comments
FY22 Original Project Funding	\$ 500,000	
Existing Costs	\$ (127,600)	Test Well Design
Available Remaining Funding Balance	\$ 372,400	

Additional Funding Needed	Cost	Comments
Pending Test Well Construction Bid	\$ 648,050	
Available Funding Balance	\$ (372,400)	
Total Shortfall	\$ 275,650	Proposed FY22 Budget Amendment Value

V. **ALTERNATIVES**

The City could choose not to approve the budget amendment and delay award of a construction contract to the next fiscal year. However, it is unlikely that a contractor would guarantee bid prices for 5 months, so the project would likely need to be bid again and prices could go up or down.

VI. **TIME CONSTRAINTS**

This project is currently planned for completion in fall of 2022. Choosing not to approve this request will result in delay of completion by at least 5 months.

Approved for Council Agenda: 

City of Meridian FY2022 Budget Amendment Form

Total Amendment Cost - Lifetime

	Prior Year(s) Funding	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Department Name: <u>Public Works</u>
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	Title: <u>Well 34 (Test Well)</u> Instructions for Submitting Budget Amendments: > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Operating		\$ -	\$ -	\$ -	\$ -	\$ -	
Capital		\$ 275,650					
Total	\$ -	\$ 275,650	\$ -	\$ -	\$ -	\$ -	
Total Estimated Project Cost: \$ 275,650							

Evaluation Questions

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

1. Describe what is being requested?
 \$275,650 is being requested to provide additional funding to award the low bid for the construction and completion of the Test Well 34 Construction phase of the overall Well 34 project. This project is currently in year one of a three year project. The design and bidding processes of the test well are currently complete. The current Enterprise Fund balance will support the addition of this funding to FY22.

2. Why was this budget request not submitted during the current fiscal year budget cycle?
 The need for additional funding was not known at the time the 2022 budget request was made. The primary reason for the shortfall is related to the current bidding environment. Contractors have many opportunities with the rapid growth taking place, and don't have to compete as aggressively for new work. The rising cost of materials, equipment, steel, and labor has also contributed to higher than anticipated costs.

3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?
 Waiting until the next fiscal year to provide funding for the project would delay project completion by at least 5 months. Additionally, it is unlikely that a contractor would guarantee bid prices for 5 months, so the project would likely need to be re-bid at a later date and bid amounts could go up.

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.
 Enterprise Fund.

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 - Public Health and Safety.

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.
 Yes - Purchasing for contract execution.

7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)

8. Is the amendment going to result in the disposal of an asset? (Yes or No)

9. Any additional comments?

Total Amendment Request \$ 275,650

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



AGENDA ITEM

ITEM TOPIC: Approve Bid and Award Contract to Treasure Valley Drilling, LLC for Test Well 34 for the Not-to-Exceed Amount of \$648,050.00



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Sandra Ramirez **Meeting Date:** 4/12/2022
Presenter: N/A **Estimated Time:** N/A
Topic: Approve Bid and Contract for Test Well 34

Recommended Council Action:

Approve bid and award contract to Treasure Valley Drilling, LLC for Test Well 34 for the Not-to-Exceed amount of \$648,050.00 and authorize the Procurement Manager to sign the Purchase Order for the Not-to-Exceed amount of \$648,050.00.

Background:

This contract is in conjunction with Public Works Budget Amendment in the amount of \$275,650.00.

TO: Keith Watts, Purchasing Manager

FROM: Brent Blake, Engineering Project Manager

DATE: 2/1/2022

SUBJECT: WELL #34 TEST WELL - CONSTRUCTION CONTRACT WITH DRILLING CONTRACTOR FOR A NOT-TO-EXCEED AMOUNT OF \$TBD

I. DEPARTMENT CONTACT PERSONS

Brent A. Blake, Engineering Project Manager	489-0340
Warren Stewart, PW Engineering Manager	489-0350
Kyle Radek, Assistant City Engineer	489-0343
Laurelei McVey, Director of Public Works	985-1259

II. DESCRIPTION

A. Background

The demand for potable water increases as commercial and residential development continues to surge. Specifically, development is increasing in NW Meridian creating need for additional water sources. Production wells must be developed in these areas to enable development; test wells are the first step in the process. A test well provides the City and drilling contractor with invaluable information allowing them to identify and target the best quality groundwater and locate the depth to which the production well will be drilled.

B. Proposed Project

This project is to drill and construct a test well with up to 12 zones.

C. Describe Item

This project entails the construction of a new test well located near the intersection of Ustick Road and Black Cat Road in pressure zone 1.

III. IMPACT

A. Strategic Impact:

This project meets our mission requirements to identify and prioritize work in order to anticipate, plan and provide public services and facilities that support the

needs of our growing community, and to ensure modern reliable facilities while maintaining financial stewardship.

B. Fiscal Impacts

Project Costs:

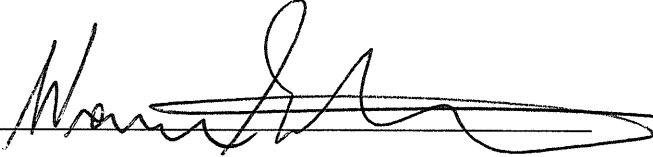
Fiscal Year 2022		
	Engineer Estimate	\$525,000.00
	Total	\$525,000.00

Project Funding

Fiscal Year 2022		
	Account Code 60-3490-96179	\$372,400.00
	Total	\$372,400.00

C. Alternatives

The City could choose to not approve the construction contract and risk not meeting the growing development-driven potable water demand.

Department Approval:  _____ Date

**CONTRACT FOR PUBLIC WORKS CONSTRUCTION
TEST WELL 34 CONSTRUCTION
PROJECT # 10634.B**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION is made this _____ day of March, 2022, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and Treasure Valley Drilling, LLC hereinafter referred to as "CONTRACTOR", whose business address is 5840 Adams Rd. New Plymouth, ID 83655 and whose Public Works Contractor License # is C-046777

INTRODUCTION

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

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

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

TERMS AND CONDITIONS

1. Scope of Work:

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

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

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

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

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

2. Consideration

2.1 The Contractor shall be compensated on a Not-To-Exceed basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof for the Not-To-Exceed amount of **\$648,050.00**.

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

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

3. Term:

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

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

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

4. **Liquidated Damages:**

Substantial Completion shall be accomplished within 180 (one hundred eighty) calendar days from Notice to Proceed. This project shall be considered Substantially Complete when the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work, corrections or repairs remain for the physical completion of the total contract. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$500.00 (five hundred dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

Upon receipt of a Notice to Proceed, the Contractor shall have 210 (two hundred ten) calendar days to complete the work as described herein. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$500.00 (five hundred dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty. See Milestones listed in the Payment Schedule for Substantial Completion.

5. **Termination:**

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

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

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

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

6. Independent Contractor:

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

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

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

7. Sub-Contractors:

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

8. Removal of Unsatisfactory Employees:

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

9. Indemnification and Insurance:

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

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

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

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

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

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

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

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

10. Time is of the Essence:

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

11. Bonds:

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

12. Warranty:

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

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

13. Changes:

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

14. Taxes:

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

15. Meridian Stormwater Specifications:

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

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

16. ACHD:

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

17. Reports and Information:

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

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

18. Audits and Inspections:

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

19. Publication, Reproduction and Use of Material:

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

20. Equal Employment Opportunity:

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

21. Employment of Bona Fide Idaho Residents:

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

22. Advice of Attorney:

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

23. Attorney Fees:

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

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

24. Construction and Severability:

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

25. Waiver of Default:

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

26. Entire Agreement:

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

27. Assignment:

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

28. Payment Request:

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

29. Cleanup:

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

30. Order of Precedence:

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

31. Compliance with Laws:

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

32. Applicable Law:

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

33. Notices:

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

CITY

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

CONTRACTOR

Treasure Valley Drilling, LLC
Attn: Trisha Post
5840 Adams Rd.
New Plymouth, Idaho 83655
Phone: 208-465-6100
Email: tvdrilling@gmail.com
Idaho Public Works License
#C-046777

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

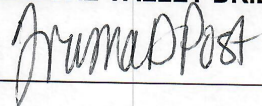
34. Approval Required:

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

CITY OF MERIDIAN

BY: _____
KEITH WATTS, Procurement Manager

TREASURE VALLEY DRILLING, LLC

BY:  _____

Item #9.

Dated: _____

Dated: _____

Approved by Council: _____

Project Manager
Brent Blake

EXHIBIT A

SCOPE OF WORK

REFER TO INVITATION TO BID PW-2219-10634.b ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS included in the Invitation to Bid Package # PW-2219-10634.b, are by this reference made a part hereof.

SPECIFICATIONS / SCOPE OF WORK

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

See separate attached documents:

- Technical Specifications by Kevin Boggs dated 11/18/2021 (33 pages)

Exhibit B

MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$648,050.00.

MILESTONE DATES/SCHEDULE					
Milestone 1	Substantial Completion	180 Days from Notice to Proceed			
Milestone 2	Final Completion	210 Days from Notice to Proceed			
PRICING SCHEDULE					
Contract includes furnishing all labor, materials, equipment, and incidentals as required for the TEST WELL 34 CONSTRUCTION PROJECT per IFB PW-2219-10634.b.					
NOT TO EXCEED CONTRACT TOTAL.....\$648,050.00					
This is a fixed price contract with a not to exceed amount. No price adjustments will be allowed for material escalation. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city.					
Contract Pricing Schedule					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Stormwater Permitting and Management	1	LS	\$ 12,000.0	\$12,000.00
2	Permitting/Mobilization/ Demobilization/Cleanup	1	LS	\$ 50,000.0	\$ 50,000.0
3	Direct Mud-Rotary Drilling and Steel Surface Casing and Seal	60	LF	\$ 750	\$ 45,000.0
4	Pilot Hole Drilling	1200	LF	\$ 140	\$ 168,000.0
5	Geophysical Logging	1	EA	\$ 7,500.0	\$ 7,500.0
6	Borehole Reaming	1200	LF	\$ 140	\$ 168,000.0
7	Caliper Survey of Reamed Borehole	1	EA	\$ 7,500.0	\$ 7,500.0
8	Furnish and Install 2-Inch Diameter PVC Well Casing and Screen	2500	LF	\$ 18	\$ 45,000.0
9	Furnish and Install 4-Inch Diameter PVC Well Casing and Screen	1500	LF	\$ 18	\$ 27,000.0
10	Furnish and Install Sand Filter Pack	550	LF	\$ 65	\$ 35,750.0
11	Furnish and Install Grout Seals	500	LF	\$ 65	\$ 32,500.0
12	Well Development and Sampling	60	HR	\$ 650	\$ 39,000.0
13	Disinfect and Cap Well	1	LS	\$ 9,500.0	\$ 9,500.0
14	Rig time	2	HR	\$ 650	\$ 1,300.0

CONTRACT CHECKLIST

Item #9.

I. PROJECT INFORMATION

Date: 1/15/2022 REQUESTING DEPARTMENT Public Works

Project Name: Test Well #34 (Construction)

Project Manager: Brent Blake Contract Amount: \$648,050

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

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

II. BUDGET INFORMATION (Project Manager to Complete)

Fund: 60 Budget Available (Purchasing attach report):
 Yes No

Department: 3490 FY Budget: 2022 - amendment underway

GL Account: 96179 Enhancement: Yes No

Project Number: 10634.b

Will the project cross fiscal years? Yes No

III. Contract Type

Construction

Task Order

Professional Service

Equipment

Grant

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

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

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

V. BASIS OF AWARD

BID	RFP / RFQ	TASK ORDER
Award based on Low Bid	Highest Ranked Vendor Selected	Master Agreement Category: _____
(Bid Results Attached) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	(Ratings Attached) Yes <input type="checkbox"/> No <input type="checkbox"/>	Date MSA Roster Approved: _____
Typical Award Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If no please state circumstances and conclusion: _____		
Date Award Posted: <u>3/15/2022</u>	7 day protest period ends: _____	<u>March 22, 2022</u>

VI. CONTRACTOR / CONSULTANT REQUIRED INFORMATION

PW License: 1/25/2028 Expiration Date: 4/30/2023 Corporation Status: Active-Goodstanding

Insurance Certificates Received (Date): 3/31/2022 Expiration Date: 11/22/2022 Rating: A-

Payment and Performance Bonds Received (Date): 3/17/2022 Rating: _____

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

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

VII. TASK ORDER SELECTION (Project Manager to Complete)

Reason Consultant Selected 1 Performance on past projects

Check all that apply

Quality of work On Budget
 On Time Accuracy of Construction Est

2 Qualified Personnel

3 Availability of personnel

4 Local of personnel

Description of negotiation process and fee evaluation:
 Lowest responsive and qualified bid.

Kyle Radek 3/30/2022
 Enter Supervisor Name Date Approved

VIII. AWARD INFORMATION

Date Submitted to Clerk for Agenda: March 30, 2022 Approval Date: _____ By: _____

Purchase Order No.: _____ Date Issued: _____ WH5 submitted: _____
(Only for PW Construction Projects)

NTP Date: _____

Item #9.

City Of Meridian
Detailed Statement of Revenues and Expenditures - Rev and Exp Report - Sandra
60 - Enterprise Fund
3490 - Water Construction Projects
From 10/1/2021 Through 9/30/2022

	<u>Budget with Amendments</u>	<u>Current Year Actual</u>	<u>Budget Remaining</u>	<u>Percent of Budget Remaining</u>
Capital Outlay				
96179 WELL 34				
10634 Well 34	<u>500,000.04</u>	<u>127,600.00</u>	<u>372,400.04</u>	<u>74.48%</u>
Total Capital Outlay	<u>500,000.04</u>	<u>127,600.00</u>	<u>372,400.04</u>	<u>74.48%</u>
TOTAL EXPENDITURES	<u>500,000.04</u>	<u>127,600.00</u>	<u>372,400.04</u>	<u>74.48%</u>



AGENDA ITEM

ITEM TOPIC: Public Works: Request from Janice Larrea for Connection to the City Water System Outside City Limits at 100 E Rosalyn Dr.

requested water service connection with a consent to annex agreement that also includes:

- Consent to annex upon development of the property, or at another appropriate time in the future;
- Requirement to abandon the existing well per Idaho Department of Water Resources requirements within 60 days after hookup to City water;
- Payment of appropriate water assessment and meter fees;
- Requirement to connect to sewer when available in its ultimate configuration and to pay appropriate sewer assessments at that time;
- Design and construction costs for water and sewer are the responsibility of owner. Plans for City infrastructure must be approved and inspected through Community Development / Public Works.

IV. ALTERNATIVES


1. Council could approve the request and also require annexation at this time.
2. Council could deny the request. The owner would have to make do with their current water supply situation for up to 18 months while waiting for a new well to be drilled. It is also in the interest of the City and its residents to limit the number of domestic wells in the area since each well has potential to be a threat to groundwater quality.

V. TIME CONSTRAINTS

The owner would like to secure an agreement and construct the water service as soon as possible, as service from the well is already problematic and will likely get worse.

VI. LIST OF ATTACHMENTS

- Request from Janice Larrea for Connection to the City Water System Outside City Limits at 100 E Rosalyn Drive

Approved for Council Agenda: _____ 

Date: 3/31/22

March 10, 2022

Director of Public Works
City of Meridian
33 E Broadway Ave
Meridian, Id 83642

Dear Sir or Madam;

I am writing this letter to request to connect to City water services even though our property is outside the city limits. The property is located at 100 E Rosalyn Dr. Meridian Idaho – parcel number R2114050052. This is a 4.5 acre parcel from the original subdivision of Edmonds Subdivision. We do not foresee any change in the use of the property. We’ve been here since 1975. It’s a single residence and shop.

However, now because of the drought and growth in the area, my well, which is only 40 feet deep, is becoming marginal. We still are able to have some household water, if we let the well recover between uses.

We would agree to future annexation if need be, although, our use of the property will not change. I understand that the well must be closed in compliance with IDWR. We will abandon the well after we are connected to the city system as soon as possible.

Thanks you for your consideration in this request. The cost of a new well is prohibitive and would be a year and half before someone could do it. There is a water line running the whole length of our property which I believe we would be able to utilize.

Sincerely,

Janice Larrea
Jose Ignacio Larrea
Legal owners

[Faint, illegible text, likely bleed-through from the reverse side of the page]



AGENDA ITEM

ITEM TOPIC: Public Works: Request from EPIC Development, LLC for Connection to the City Water and Sewer Systems Outside City Limits at 5317 W. Franklin Rd.

III. STAFF FINDINGS AND RECOMMENDATIONS

Comments from the various City of Meridian departments are summarized below.

- **Public Works:**

The existing water mainline is approximately 450 feet east of the entrance to the industrial site, but the line could be extended to provide water service for the proposed development.

The closest sewer mainline is also approximately 450 feet from the entrance of the site. However, this mainline was not intended to serve this parcel of land. This parcel sits on the other side of a sewer shed boundary, and sewer service to the site was intended to come from the future McDermott trunk sewer line extensions. Because the site is relatively small and sits on the boundary of the sewer shed, Public Works did model the proposed development to see if it is feasible to provide service to the site from the neighboring sewer shed. This analysis suggests that with careful sewer layout, and site grading, it might be feasible to serve the site from the neighboring sewer shed mainline to the east. The existing line does appear to have enough capacity to handle the additional flow based on the demands provided by the developer.

The most recent site plan provided by the applicant shows an alternative sewer mainline route down a proposed street to the east of the Butte Fence parcel. This route is shorter and makes it easier to maintain the pipe grade needed to serve the far corner of the site. However, it does require that a portion of the sewer line be installed across the southern end of the Butte Fence parcel through an easement. Easements make access for operations and maintenance more difficult and our preference would be to keep the line in public right-of-way or in a private road or drive with an easement.

In summary, it is probably feasible to provide water and sewer service to the proposed development if the City Council chooses to do so. However, it would be a departure from the existing Sewer Master Plan.

If a connection is approved, water and sewer assessment and meter fees should apply to the proposed development. Additionally, an agreement consenting to annex into the City of Meridian as soon as the parcel is contiguous with the city limits should also be required. This agreement will require city staff to prepare, track and enforce the agreement over time.

- **Fire Department:**

The Fire Department provided the following comments to Ada County as part of the county's process and requested the same comment be included as part of this process.

“The Fire Department cannot support this project as submitted. It does not meet the fire code as laid out and they have no water for fire flow. I recommend denial of the application.”

It should be noted that EPIC has modified the proposed site layout since this comment was provided, and fire flow is provided if a connection to the City is approved. The Fire Department provided the following additional comments after the revised plan was reviewed.

“This parcel of land is well outside our 5 minute response time goal. The closest fire station is 7 minutes away. We need another fire station out in this area.

As the rural fire district is not collecting impact fees to help fund a station, it would be better to wait until the property can be annexed into the city.”

- **Community Development:**

Please see the letter to Ada County Development Services from Caleb Hood, dated November 18, 2021 (attached). This letter provides Community Development’s initial comments on the proposed project.

It should be noted that EPIC has modified the proposed site layout since this letter was sent to the County. Community Development provided the following comments based on the updated site plan.

The development proposes to take direct access from Franklin Road without access to the rest of the planned transportation network in the Ten Mile Specific Area Plan or as shown on the Master Street Map (MSM). The planned, future, east-west collector is now referenced in the updated site plan, which is positive but the location appears to be split evenly over the top of an existing irrigation drain. Typically, easement, right-of-way, or other dedication for such a transportation facility would be half plus 12 (feet). Split evenly, and over an irrigation facility, may create a scenario where a critical transportation connection is difficult to implement later. The collector roadway system is essential to the local transportation network. Without it, the aggregated impacts from piecemeal development projects fronting Franklin, such as this, may cause irreparable harm to the transportation network. Consistent with ACHD’s report no structures should be built where the future east-west collector is planned on the Master Street Map and preserved by Butte Fence to the east.

Related, the site plan is not showing any cross-access for properties to the east or west along Franklin; something that would be required if the applicant was applying to the City for entitlements. Cross-access for parcel #S1216120645

is especially important so that future redevelopment of the parcel, which does not have access to the collector network, may limit the aggregated impacts to safety and efficiency of regional thru traffic on Franklin Road. Some access is necessary to Franklin Road for the subject property's narrow flag, but it should be shared with the properties to the east and west as they develop; cross-access ingress/egress easements should be provided.

Additionally, there are a significant number of unknowns related to the site plan, and no elevations or landscape plans were provided. While this project is not outdoor storage, the outdoor storage facility approved by Ada County to the immediate west does not comply with City design standards. That project, even if temporary, was approved without any landscaping, unsightly chain link, and is detrimental to the City's planned transportation network until a higher and better use comes along. Supporting the subject application without additional details to better indicate compliance with Meridian's site and architectural standards, seems unequitable to future development in the area, as the City requires a higher quality project.

Lastly, and as noted by the Parks Department, there is a critical pathway connection not being accommodated by this site plan. While the Master Pathway Plan often has some flexibility, the site plan as shown does not facilitate any connectivity and no alternative is proposed (for example, along the future east-west or north-south collector roadways).

In summary, Planning Staff has some reservations about allowing this site to develop in the County, without conforming to City Standards and full analysis and consistency with City policy. If the Council is in favor of providing services to this site in advance of annexation, Staff recommends a revised site plan, a landscape plan and elevations be provided prior to approval.

- **Police Department:**

The Police Department didn't express major concern with the proposed development. They felt like it could be served by the department, but would be a county parcel.

They wanted to make sure the developer installed a well-lit sign at the main access point so first responders could quickly and safely identify where to go within the development.

- **Parks Department:**

A Pathway -- comprising a segment of the proposed Pipeline Pathway, which is also a portion of the Meridian Loop Pathway is planned to cross the northern portion of the site and should be required as a condition to receiving water and sewer service.

Applicant should dedicate a 14'- permanent pedestrian access easement to the City.

The pathway should make a connection across the subject property [roughly] as shown on the Pathways Map – see yellow highlight below.

Pathway as shown may overlay the Williams Northwest Pipeline Alignment. Should this be the case, please be aware of development restrictions pertain to that easement.

Please refer to Community Developments comments for additional information on the location of the pathway.



IV. CONCLUSIONS

Sewer and water service to the proposed project does appear to be feasible. However, overall staff support for the project, is not universal. Providing services in advance of annexation may not be beneficial to the City’s long-term vision for the area, and could negatively affect the City’s ability to collect the impact fees necessary to support other services (police, fire, parks) required for this development.

V. LIST OF ATTACHMENTS

- January 7, 2021 Letter from EDM Partners requesting sewer and water service for 5317 W. Franklin Rd. without annexation into the City of Meridian.
- Letter from Jarron Langston describing the proposed project.
- Property legal description
- Warranty Deed
- ACHD Application
- November 18, 2021 letter from Caleb Hood to Ada County outlining the City's comments and concerns with the proposed development.
- Original site plan by EDM partners for the Franklin Industrial Park located at 5317 W Franklin Rd.
- Revised site plan from Architecture Designs Plus, P.A. for Industrial/Business Park located at 5317 W Franklin Rd.
- Revised site plan dated Feb. 11, 2022 showing proposed road east of Butte Fence parcel and showing alternate sewer layout.



January 7, 2021

Warren Stewart
City Engineer
33 E. Broadway Ave, Suite 200
Meridian, Idaho 83642

RE: 5317 Franklin Road – Out of Trunkshed Sewer Request

Dear Mr. Stewart:

This letter seeks to secure approval from the City of Meridian to allow a sewer extension and connection to an out-of-shed sewer main. Epic Development is working to develop a 14.5-acre parcel, addressed 5317 West Franklin Ave, in Ada County. Epic is seeking to develop the property into an industrial subdivision featuring flex warehouses.

The subject project has no viable sewer alternatives. In order to sewer the project within the North McDermott Trunkshed, the project would have to install a 5,200-lf force main to the west along Franklin Road and then north along North McDermott Road and tie into the Purdam Lift Station. In discussion with the City of Meridian, the subject property will not likely have public sewer access for the next 10-20 years, rendering the property undevelopable.

The City of Meridian has 15-in gravity sewer main and a 12-in water main in the South Black Cat Trunkshed which terminate approximately 600-lf east of the subject Parcel. We understand that the water main has the pressure and capacity to serve this project, provided the main is extended to the property. The subject project's sewer flows have been estimated in accordance with the methodology presented in the City of Meridian's 2017 Collection System Master Plan Update. A table of the estimate flows is immediately below.

5317 Franklin Road Flex Warehouse Project - Sewer Flow Estimate							
Parcel	Land Use	Acreage	Sewer Model Unit Flow *	Estimated Daily Flow	Estimated Daily Flow (8-hr Day)	Peaking Factor	Peak Flow
		(ac)	(GPAD)	(GPD)	(GPM)		(GPM)
S1216120735	Industrial	14.5	190	2755	5.74	3.62	20.78

*From City of Meridian 2017 Collection System Master Plan Update, July 2017, Table 6-4

Given that the proposed project of flex warehouses are perfectly suited for this area and are in high demand and that the project's land use type produces one of the lightest sewer loads possible, we believe that our project should be allowed to connect to the adjacent South Black Cat Sewer Trunkshed.

We appreciate your consideration of this request.

Sincerely,

EDM Partners, LLC



Ted Burke, PE
Partner

5317 W Franklin Ave – Meridian

Project Description:

To Whom it may Concern,

Epic Development LLC is proposing the re-zone of approximately 14 acres of land currently zoned RUT to M-1. Our plan is to develop a world class Industrial Park consisting of approximately 19 industrial/flex buildings. Buildings will range in size from 7,500 Sf ,9,975 up to 15,000 SF.

With the Growth in the Treasure Valley the commercial and industrial sector is growing at a rapid pace. Several local businesses are expanding and lots of out of state businesses are looking for space to relocate or expand their business into our market. This style of flex building can accommodate a large variety of business. Wither they need a lot of office or mostly warehouse each building and unit within the building can be modified to meet their businesses needs.

Where this property sits on the edge of Meridian and Nampa it's a perfect location for access to our entire market. With phenomenal freeway access at 10 Mile or Garrity and just a mile away from McDermott and the future Hwy 16 accessing North Meridian, Eagle and Star is also very convenient!

We are excited to offer a top shelf industrial/business park to our community and for what this park will do for business owners, their employees, and their families across our valley.

We appreciate the support of Ada County and the City of Meridian as we move through the planning and approval process.

Thanks

Jarron Langston

Principal

EPIC DEVELOPMENT

PROPERTY DESCRIPTION
FOR
EPIC DEVELOPMENT

A parcel of land lying in the NW1/4 of the NE1/4 of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a 2 inch aluminum cap marking the northeast corner of Section 16; From which bears N. 89° 24' 39" W., along the North line of said Section 16, 2641.40 feet to a 5/8 inch iron pin marking North 1/4 corner of said Section 16; thence N. 89°24'39" W., along the North line of said Section 16, 1928.81 feet to a point, said point being the POINT OF BEGINNING;

Thence S. 00°32'40" W. 230.08 feet to a 5/8" iron pin;

Thence S. 89°24'39" E. 374.00 feet to a 5/8" iron pin;

Thence S. 00°37'58" W. 666.56 feet to a 5/8" iron pin;

Thence S. 89°28'46" E. 299.85 feet to a 5/8" iron pin;

Thence S. 00°38'31" W. 432.02 feet to a point;

Thence N. 89°23'17" W. 724.38 feet to a point;

Thence N. 00°32'40" E. 1328.01 feet to a point;

Thence S. 89°24'39" E. 52.29 feet to the POINT OF BEGINNING.

Said parcel contains 13.97 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

ELECTRONICALLY RECORDED
STAMPED
RECORDED IN THE OFFICE OF
THE CLERK OF THE DISTRICT COURT

Rerecorded to correct legal
description



Order Number: 20395170

Warranty Deed

For Value Received,

Timothy Hansen, a married man, as his sole & separate property, the Grantor, does hereby grant, bargain sell and convey unto, Epic Development, LLC, a Nevada limited liability company, whose current address is 11785 Valley Sage Dr., Sparks, NV 89441, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

The West half of the West half of the Northeast quarter of the Northeast quarter, and the East half of the Northwest quarter of the Northeast quarter of Section 16, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Except the East 264 feet of the West half of the West half of the Northeast quarter of the Northeast quarter of Section 16, Township 3 North, Range 1 West of Boise Meridian.

Also Except a part of the North half of the Northeast quarter of Section 16, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho as follows:

Commencing at the section corner common to Sections 9, 10, 15 and 16, Township 3 North, Range 1 West of the Boise Meridian; thence West 1256.4 feet along the section line between Sections 9 and 16; thence South 0°01' West 25.00 feet to an iron pin, the Real Point of Beginning; thence continuing South 0°01' West 871.20 feet along an old fence line to an iron pin; thence West 300.00 feet to an iron pin; thence North 0°01' East 871.20 feet to an iron pin; thence East 300.00 feet to the Point of Beginning.

Also Except:

Order Number: 20395170

Warranty Deed (4-09) - Page 1 of 3

A portion of the East half of the Northwest quarter of the Northeast quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, more particularly described as follows:

Commencing at the section corner common to Sections 9, 10, 15 and 16, Township 3 North, Range 1 West, Boise Meridian; thence
West along the North section line of Section 16, a distance of 1556.40 feet to the Real Point of Beginning;
thence
South 0°1' West 230.00 feet; thence
West 374.00 feet; thence
North 0°11' East 230.00 feet to the North section line of Section 16; thence
East along the North section line of Section 16, a distance of 374.00 feet to the Real Point of Beginning.

Also Except:

A parcel of land lying in a portion of the Northeast quarter of the Northeast quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 16; thence
North 89°54'51" West, 788.70 feet along the North boundary line of said Section 16, to the Real Point of Beginning; thence
South 00°10'11" West, 1328.44 feet to a point on the South boundary line of the Northeast quarter of the Northeast quarter of said Section 16; thence ~~461.81~~ 464.81
North 89°53'36" West, ~~461.81~~ feet along said South boundary line; thence leaving said boundary line
North 00°07'36" East, 1328.27 feet to a point on the North boundary line of said Section 16; thence
South 89°54'51" East, 465.81 feet along said North boundary line to the Real Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

Dated: 4/12/2021

[Handwritten Signature]

Timothy Hansen

State of Idaho, County of Ad, ss.

On this 20th day of April in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy Hansen, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

[Handwritten Signature]

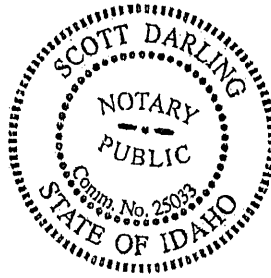
Notary Public

Residing In:

My Commission Expires:

(seal)

Residing at: Boise, ID
Commission expires: 11/28/2025





Project/File: Franklin Industrial Park/ APP21-0008/ 202102653-ZC-DA-S-MSP
This is a rezone and preliminary plat applicant to allow for the development of 19 industrial/ flex buildings on 14.5 acres. This application includes a development agreement with Ada County.

Lead Agency: Ada County

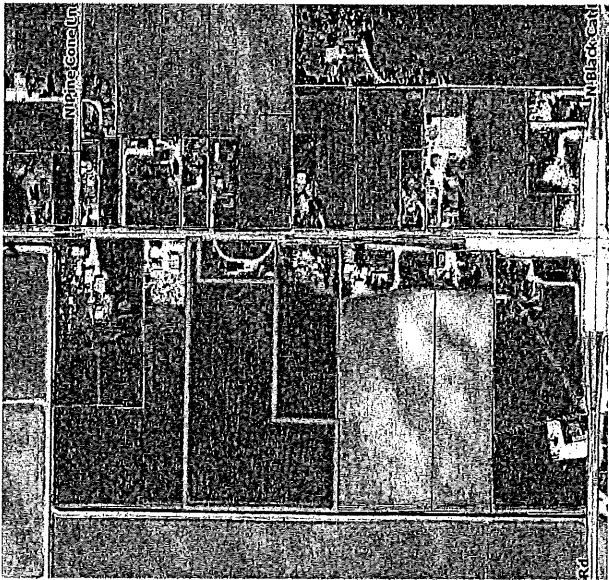
Site address: 5317 W Franklin Road

Staff Approval: January XX, 2022

Applicant: Epic Development Idaho II, LLC
Truman Mathews
1831 E Overland Road
Meridian, ID 83642

Engineer: EDM Partners
Ted Burke
902 N 19th Street
Boise, ID 83702

Staff Contact: Brenna Garro
Phone: 387-6346
E-mail: bgarro@achdidaho.org



A. Findings of Fact

- 1. **Description of Application:** The applicant is requesting approval of a rezone of 14.5 acres from RUT (Rural Urban Transition) to M-1 (Limited Industrial). The applicant is also requesting approval of a preliminary plat to allow for the development of 19 industrial/flex buildings on 14.5 acres.

The site is in the City of Meridian's impact area and the applicant's rezone proposal is not consistent with the City of Meridian's future land use map which designates this area as Industrial.

- 2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Area of City Impact	RUT
South	Area of City Impact	RUT
East	Area of City Impact	RUT & M-1
West	Area of City Impact	M-1

- 3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. Adjacent Development: The following developments are pending or underway in the vicinity of the site:

- Two Men and a Truck, a contractor's yard and storage facility located northwest of the site, was approved by ACHD staff on April 7th, 2021.
- The Butte Fence manufacturing facility, a 13,000 square foot manufacturing facility located directly east of the site, was approved by ACHD staff on June 17th, 2019.
- The Black Cat Industrial rezone, a 123 acre rezone from RUT to I-L for the future development of an industrial complex located directly south of the site, was approved by ACHD staff on November 4th, 2021.

5. Transit: Transit services are available to serve this site via route 40.

6. Pathway Crossings: United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

7. New Center Lane Miles: The proposed development includes 0 centerline miles of new public road.

8. Impact Fees: There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

9. Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):

- The intersection of Franklin Road and McDermott Road is scheduled in the IFYWP to be constructed as a multi-lane roundabout. The design year is scheduled in 2024 with construction in the future.
- Franklin Road is listed in the CIP to be widened to 5-lanes from McDermott Road and Black Cat Road between 2026 and 2030.
- Black Cat Road is listed in the CIP to be widened to 5-lanes from Overland Road to Franklin Road between 2036-2040.
- Black Cat Road is listed in the CIP to be widened to 5-lanes from Franklin Road to Cherry Lane between 2031-2035.

10. Roadways to Bikeways Master Plan: ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and

cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies Franklin Road as a Level 3 facility that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 160 vehicle trips per day; 16 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

2. **Condition of Area Roadways**
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Franklin Road	50-feet	Principal Arterial	686	Better than "E"

- * Acceptable level of service for a two-lane principal arterial is "E" (690 VPH).
- * Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH).

3. **Average Daily Traffic Count (VDT)**
Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Franklin Road west of Black Cat Road was 9,238 on 12/19/2018.

C. Findings for Consideration

1. **Ten Mile Specific Area Plan (TMISAP)**

The transportation element of the TMISAP is to guide transportation decisions in the Ten Mile Interchange Area. It was developed concurrently with the Land Use and Design Elements and has been designed to preserve the integrity of the arterial road system and the Ten Mile interchange; provide for the use of public transit; enhance pedestrian and bicycle mobility and accessibility; and create transportation infrastructure and promote land use patterns that encourage the sustainable use of resources and reduces demands on natural resources.

The TMISAP recommends the construction of an east/west collector roadway located at the site's south property line.

2. **Franklin Road**

a. **Existing Conditions:** Franklin Road is improved with 2-travel lanes, 25-feet of pavement (13-feet from the centerline), vertical curb, gutter, and no curb, gutter or sidewalk abutting the site. There is 55-feet of right-of-way for Franklin Road (26-feet from centerline).

b. **Policy:**
Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District’s planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Franklin Road is designated in the MSM as a commercial arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 100-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to dedicate additional right-of-way to total 48-feet from the centerline of Franklin Road.
- d. **Staff Comments/Recommendations:** The applicant's proposal to dedicate additional right-of-way to total 48-feet from the centerline of Franklin Road should not be approved as proposed.

Consistent with the MSM, the applicant should be required to dedicate additional right-of-way to total 50-feet from the centerline of Franklin Road abutting the site. The applicant will be compensated for the additional right-of-way dedication, as this segment of Franklin Road is listed in the CIP.

The applicant should be required to improve Franklin Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder abutting the site.

Consistent with District Sidewalk policy, the applicant should be required to construct 5-foot wide detached concrete sidewalk on Franklin Road abutting the site. However, the site is a flag lot and only has 50-feet of frontage on Franklin Road, most of which will be taken up by a proposed 25-foot wide driveway, leaving minimal frontage on either side. Therefore, no sidewalk is required as part of this application.

3. East/ West (Mid-Mile Collector)

a. **Existing Conditions:** There are no collector roadways within or abutting the site. The Rosenlof Drain runs along the site's south property line.

b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

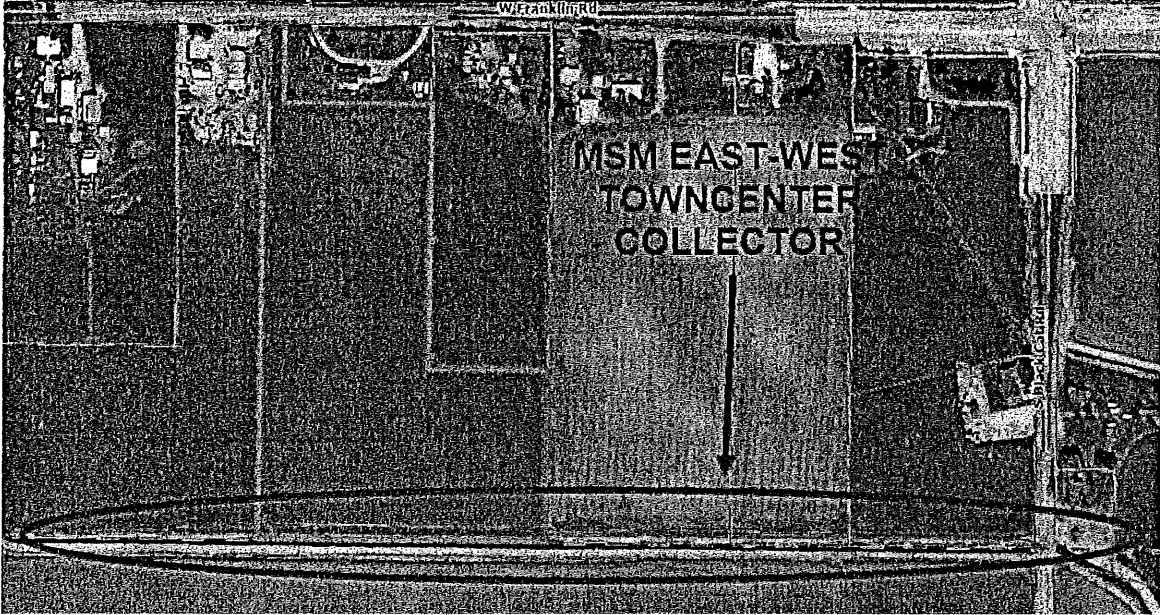
Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Town Center Collector located at the ¼ mile intersecting Black Cat Road and abutting the south property line stubbing to the west. The Town Center Collector typology, as

depicted in the Livable Street Design Guide, recommends a 2-lane roadway with bike lanes and a 36-foot street section within 54-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is not proposing to construct the collector roadway or dedicate right-of-way to accommodate for the future construction of the roadway as depicted on the MSM, see image below.



- d. **Staff Comments/Recommendations:** The applicant's proposal to not construct the collector roadway or dedicate right-of-way to accommodate for the future construction of the roadway does not meet District policy which requires the right-of-way dedication and construction of the proposed collector roadway.

However, staff recommends that no right-of-way and roadway improvements are required at this time, as there are no adjacent improvements to tie into and the Rosenlof Drain runs along the site's south property line. Upon further development of this site, right-of-way and roadway improvements may be required abutting this site consistent with the Master Street Map.

The applicant should not construct any permanent structures within 50-feet of the future roadway location shown on the MSM.

4. Driveways

4.1 Franklin Road

- a. **Existing Conditions:** There is an existing 13-foot wide unimproved driveway from the site onto Franklin Road located approximately 40-feet west of the site's east property line (measured centerline to centerline).

- b. **Policy:**
Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.7 states that direct access to principal arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher

classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.

Driveway Location Policy: District policy 7205.4.7 requires driveways located on principal arterial roadways to be located a minimum of 355-feet from the nearest intersection for a right-in/right-out only driveway. Full-access driveways are not allowed on principal arterial roadways.

Successive Driveways: District policy 7205.4.7 Table 1b, requires driveways located on principal arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 520-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

- c. **Applicant's Proposal:** The applicant is proposing to replace the existing driveway with a 25-foot wide paved driveway from the site onto Franklin Road located approximately 28-feet west of the site's east property line.
- d. **Staff Comments/Recommendations:** The applicant's proposal to replace the existing driveway with a 25-foot wide paved driveway from the site onto Franklin Road, located 28-feet west of the site's east property line, does not meet the District's Successive Driveways policy which requires driveways located on principal arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 520-feet from any existing or proposed driveway. However, staff recommends approval of the proposed location due to the limited site frontage (50-feet) on Franklin Road. The driveway should be constructed as a curb return type.

This is approved as a temporary driveway. Staff recommends that the applicant be required to close the driveway onto Franklin Road and take access to the east/west collector roadway once access becomes available.

5. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

7. Other Access

Franklin Road is classified as a principal arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Dedicate additional right-of-way to total 50-feet from centerline of Franklin Road abutting the site. Compensation will be provided for the additional right-of-way dedication.
2. Improve Franklin Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder abutting the site.
3. Avoid constructing any permanent structures within 50-feet of the future roadway location shown on the MSM.
4. Replace the existing driveway with a 25-foot wide paved curb return type driveway from the site onto Franklin Road located 28-feet west of the site's east property line.
5. Close the driveway onto Franklin Road and take access to the east/west collector roadway once access becomes available.
6. Other than access specifically approved with this application, direct access onto Franklin Road is prohibited.
7. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
8. Payment of impact fees is due prior to issuance of a building permit.
9. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

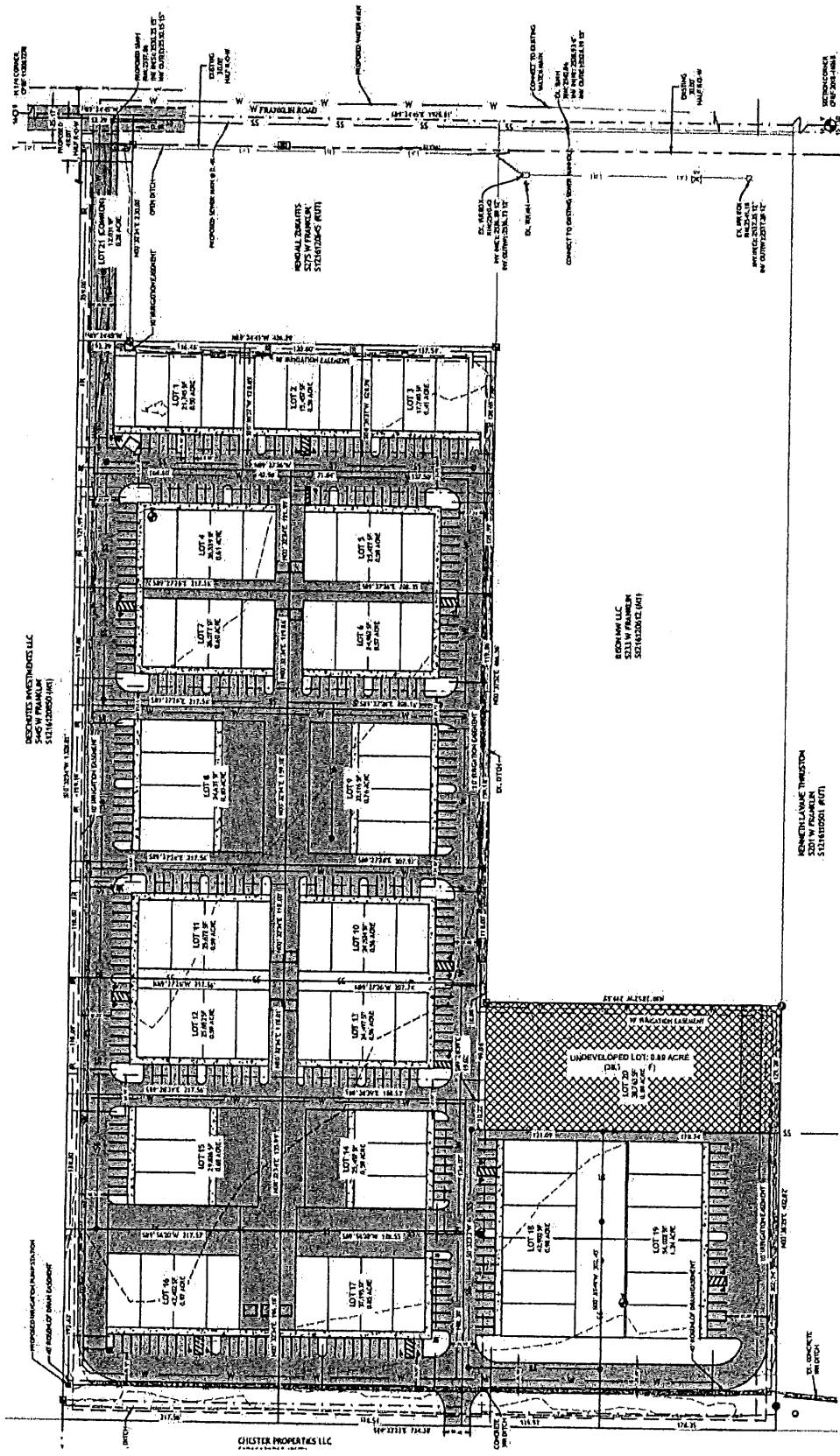
G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a **"No Review"** letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



Mayor Robert E Simison

City Council Members:

Treg Bernt

Brad Hoaglun

Joe Borton

Jessica Perreault

Luke Cavener

Liz Strader

November 18, 2021

Mr. Leon Letson
Ada County Development Services
200 W. Front Street
Boise, ID 83702

Re: File Number: 202102653-ZC-DA-S-MSP
5317 W Franklin Rd, Meridian ID
City of Meridian Response to Application

Dear Mr. Letson,

This letter is being written in response to the application referenced above, and which includes a proposal to develop an Industrial Park at 5317 W Franklin Road. The subject site is located within the Meridian Area of City Impact and is designated "Mixed Employment" on the City's Comprehensive Plan Future Land Use Map. The proposed rezone of approximately 14.5 acres from the Rural-Urban Transition (RUT) District to the Limited Industrial (M1) District is generally *inconsistent* with the City's Comprehensive Plan and Ten Mile Interchange Specific Area Plan (Ten Mile SAP).

While some of the specific uses allowed within the proposed M1 District may fit with the broader future land use designation (Mixed Employment), the timing of development, specific site design, and limited connectivity conceived in the proposed application may be detrimental to future development of the area. Of paramount concern is connectivity, which is at the heart of the Ten Mile SAP. Connectivity between the proposed project with adjacent parcels is very concerning. Proposed access relies too much on Franklin Road, unless the Chester property to the south develops in the City. I will note that there is a proposed project on the Chester property but it is recommended for denial by both City Staff and the Planning & Zoning Commission. Likely most commercial vehicles will be forced to access Franklin directly via narrow drive aisles, adjacent to an existing single-family home, without any intersection control, and without any cross-access east or west in a manner that is an efficient use of overall land area.

The proposed east-west collector described within the Ten Mile SAP and preserved for on the adjacent Butte Fence property to the east, is not being continued. This collector and interconnectivity with other collector, local roadways, and commercial drives are critical in reducing direct access to Franklin and in promoting local traffic away from the busy Franklin

Road corridor. Emergency access and drive aisles with back out parking do not to support this critical need.

General land use (and site design) is also a concern. The proposed concept plan depicts a project that is entirely flex or warehouse space. Some flex space could be positive as the use is underserved in Meridian. The adopted future land use however is *Mixed* Employment and there is no other diversity of building prototypes in support of other desired uses such as office. This may not be a negative if the site was designed for interconnectivity with future adjacent development, but it is not. Mixed Employment is intended to be designed in traditional suburban-style development parks with designs that are attractive, engaging, and accessible. It is not intended to appear or function like a secure industrial site. Opportunities to disperse local traffic, support multiple modes of transportation, provide for shared amenities, and generally be more accessible is described within the Ten Mile SAP. Examples of business parks with these types of amenities and connectivity are Silverstone and El Dorado (near the Eagle/Overland intersection), also with flex space, and examples of industrial style business parks are some of those fronting E. Lanark Street, an Industrial collector that parallels Franklin Road.

The timing of this development is also a concern. The subject site is not currently contiguous to City limits, but they are very close. City services like sewer and water are nearby, but the applicant does not have City Council approval to access and use them. Allowing this intensity of development without urban services is problematic and inefficient. The proposed use in other conditions *may* be consistent with the adopted Future Land Use designation, but in conjunction with the proposed site design and connectivity, is detrimental to the vision and purpose of the Ten Mile SAP.

There are also a number of other more nuanced areas of concern with the proposed development. The proposed application does not indicate how the site and structures will integrate and be consistent with architectural standards and other thematic elements desired in the Ten Mile SAP (and City Code). The project also appears to skirt design standards that would be required with land development in Meridian; elements such landscape buffer widths, sidewalks, pathways, lighting, and other improvements. Further, the proposed site plan hinders the City's pathway network without providing or describing an alternative to it's construction. The M1 designation also allows a variety of specific uses that are not desired within the City's Mixed Employment designation, and only conditionally allows those that are desired.

In summary, this property has a great deal of opportunity and additional flex space may be beneficial for the community in the future, but not now and at the cost of essential connectivity and the equity that comes from the transparent and consistent application of development standards. Development proposals such as this and in the absence of all City services is unfair to other stakeholders, shifts costs for other infrastructure improvements to applicants following the expected process later, disrupts the planning and priority of future services, causes inequity in the taxation and benefit of services such as EMS, and limits opportunities for the more efficient development of land. Ideally, this property would retain its current zoning, or rezone with an

interim use, or wait for the efficient and orderly provision of services consistent with the City's Comprehensive Plan. Should you have any questions or wish to discuss further, please feel free to contact me at 208-884-5533.

Sincerely,



Caleb Hood
Planning Division Manager

CC: Warren Stewart, Meridian City Engineer
Joe Bongiorno, Deputy Fire Chief
Dave Miles, Chief of Staff



AGENDA ITEM

ITEM TOPIC: Finance Department: Annual Fund Transfer Proposal

March 15, 2022

MEMORANDUM

TO: Mayor Robert Simison, Council President Brad Hoaglund, Council Vice President Joe Borton, Councilman Treg Bernt, Councilwoman Liz Strader, Councilwoman Jessica Perreault, Councilman Luke Cavener

CC: [Click here to enter text.](#)

FROM: Todd Lavoie, Chief Financial Officer

RE: Approval Fund Balance Transfer

-
- The below request is an annual process performed by the Chief Financial Officer to propose considerations for the transferring of Fund Balance dollars between funds.
 - The request is proposed annually after the Audited Financial Report is presented to Council stating the actual changes to Fund Balance for the prior fiscal year.
 - **Request #1** is an annual proposal directed by Ordinance 1-9-3 Funds and fund balance policy (6).
 - Any excess revenues generated by the Community Development department in any fiscal year may be transferred from the General Fund to the Capital Improvement Fund.

1. Request Council approval of an Interfund Transfer in the amount of:
 - a. \$3,265,311 (Three Million Two Hundred Sixty-Five Thousand Three Hundred and Eleven dollars)
 - i. Transfer of excess revenues generated in FY2021 by the Community Development Department to the Capital Improvement Fund following Ordinance 1-9-3 Funds and fund balance policy (6).
2. Request Council approval of an Interfund Transfer in the amount of:
 - a. \$1,000,000 (One Million dollars)
 - i. Transfer of available General Fund Balance to the Public Safety Fund for future acquisition of Public Safety Capital needs.