



## CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho  
Tuesday, November 21, 2023 at 4:30 PM

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### Agenda

#### VIRTUAL MEETING INSTRUCTIONS

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

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

Webinar ID: 810 9527 6712

#### ROLL CALL ATTENDANCE

\_\_\_ Joe Borton

\_\_\_ Liz Strader

\_\_\_ Brad Hoaglund

\_\_\_ John Overton

\_\_\_ Jessica Perreault

\_\_\_ Luke Cavener

\_\_\_ Mayor Robert E. Simison

#### ADOPTION OF AGENDA

#### CONSENT AGENDA [Action Item]

1. [Approve Minutes of the November 8, 2023 City Council Work Session](#)
2. [Apex Northwest Subdivision No. 4 Pedestrian Pathway Easement \(ESMT-2023-0148\)](#)
3. [Apex Northwest Subdivision No.4 Sanitary Sewer and Water Main Easement No. 1 \(ESMT-2023-0160\)](#)
4. [Centerville Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1 \(ESMT-2023-0167\)](#)
5. [Lake Hazel Rd. Sewer and Water Project Sanitary Sewer and Water Main Easement No. 2 \(ESMT-2023-0161\)](#)
6. [Lake Hazel Rd. Sewer and Water Project Sanitary Sewer and Water Main Easement No. 3 \(ESMT-2023-0162\)](#)
7. [Shafer View Terrace Sanitary Sewer and Water Main Easement \(ESMT-2023-0165\)](#)

8. [SWIG Lost Rapids Subdivision Water Main Easement \(ESMT-2023-0163\)](#)
9. [Final Order for Prariefire Subdivision \(FP-2023-0023\) by Kent Brown Planning Services, located at 3539 N. Locust Grove Rd., near the northwest corner of E. Ustick Rd. and N. Locust Grove Rd.](#)
10. [Final Plat for Sagarra Subdivision No. 2 \(FP-2023-0016\) by Sagarra Phase 1, LLC., generally located at the southeast corner of N. Bergman Ave. and W. Orchard Park Dr.](#)
11. [Final Plat for Aviation Subdivision \(FP-2023-0013\) by Jadon Schneider, Bronze Bow Land, located near the northeast corner of N. Black Cat Rd. and W. Franklin Rd., to the north and northeast of Compass Public Charter School.](#)
12. [Development Agreement \(Petsche Rezone H-2023-0039\) Between City of Meridian and Tammy Petsche for Property Located at 1508 N. Meridian Rd.](#)
13. [Development Agreement \(Ringneck Place Subdivision H-2023-0009\) Between City of Meridian and WFG Investments, LLC for Property Located at 2315 E. Ustick Rd. \(Parcel #S1105212448 and S1105212449\)](#)

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

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

14. [Meridian Fire Department: Fiscal Year 2024 Budget Amendment in the Amount of \\$100,000.00 for Darkhorse Data Analytics and Predictive Modeling Software](#)
15. [Solid Waste Program Recommended Changes to Bulky Items Pickup Program](#)
16. [Resolution 23-2425: A Resolution Accepting the Donations of Services and Programming Offered by Republic Services of Idaho: Updating Republic Services' Address for Notice Under the Solid Waste Collection and Disposal Services Franchise Agreement; Superseding Sections 2 and 3 of Resolution 12-844, as well as Exhibit A and the Addendum Thereto; and Providing an Effective Date](#)

**ADJOURNMENT**



## AGENDA ITEM

ITEM **TOPIC:** Approve Minutes of the November 8, 2023 City Council Work Session

A Meeting of the Meridian City Council was called to order at 4:34 p.m. Tuesday, November 8, 2023, by Mayor Robert Simison.

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

Members Absent: Luke Cavener.

Others Present: Chris Johnson, Bill Nary, Steve Siddoway, Warren Stewart, Mike Barton, Keith Watts, Shawn Harper, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Jessica Perreault	<input type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is November 8, 2023, at 4:34 p.m. We will begin this afternoon's work session with roll call attendance.

**ADOPTION OF AGENDA**

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I move we approve the agenda as published.

Overton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

**CONSENT AGENDA [Action Item]**

- 1. Approve Minutes of the October 24, 2023 City Council Work Session**

- 2. Apex Northwest Subdivision No. 4 Water Main Easement #2 (ESMT-2023-0149)**
- 3. Dutch Bros at Ustick Water Main Easement No. 3 (ESMT-2023-0144)**
- 4. Meridian Middle School Cafeteria Sanitary Sewer and Water Easement (ESMT2023-0153)**
- 5. Meridian Office Water Main Easement (ESMT-2023-0152)**
- 6. Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 1 (ESMT-2023-0156)**
- 7. Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 2 (ESMT-2023-0157)**
- 8. Sagarra Subdivision Sanitary Sewer and Water Main Easement No. 3 (ESMT-2023-0158)**
- 9. Final Plat for Prairiefire Subdivision (FP-2023-0023) by Kent Brown Planning Services, located at 3539 N. Locust Grove Rd., near the northwest corner of E. Ustick Rd. and N. Locust Grove Rd.**
- 10. License Agreement Between the Nampa & Meridian Irrigation District and the City of Meridian for Multi-Use Pathway in Aviation Subdivision**
- 11. License Agreement with J.R. Simplot Company for Pathway from Reflection Ridge to Mary McPherson Elementary School**
- 12. Memorandum of Agreement for Contribution to Transit Stop Public Artworks Between the Meridian Development Corporation and the City of Meridian**
- 13. Memorandum of Agreement for Contribution to 2024 Concerts on Broadway Between the Meridian Development Corporation (MDC) and the City of Meridian**
- 14. Fiscal Year 2024 Net-Zero Budget Amendment in the amount of \$8,000.00 for Meridian Development Corporation Sponsorship of Transit Stop Public Artwork**
- 15. Approval of Equipment Purchase Contract with FilmTec Corporation, a subsidiary of DuPont. for the WRRF Tertiary Filter Membrane – Equipment Purchase project for the Not-To-Exceed amount of \$6,809,834.00**

**16. Approval of Sole Source for Annual Non-Micro Water Testing and UCMR Sampling by Eurofins Eaton Analytical, LLC**

**17. City of Meridian Financial Report - September 2023**

Simison: Next up is the Consent Agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

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

Overton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

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

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

**PROCLAMATIONS**

**18. Rocky Mountain High School Girls Golf Team State Champions Day Proclamation**

Simison: So, we will go on to our proclamations. Our first proclamation of the evening will be the Rocky Mountain High School Girls Golf State Champions Day. If I could get Coach Gibbs and the team to join me at the podium, please. Now, I would like to say that we are getting tired of this, but we are really not. It's -- it's great that we are here again to celebrate the Rocky Mountain High School girl's golf team. So, we will go ahead and do a proclamation and, then, just like in years past if you would state say your name on the record and the year that you were in school. I know the team is not the exact same, just the results are the same. So, it's great that we get to continue to celebrate everybody so -- whereas being a Rocky Mountain High school girls golf team player is more than teeing off, having strong iron shots, chipping up and down for par and striving for a hole in one. It is trying to build leadership, character, confidence and resilience, all traits needed succeed on the green, in the classroom and in the real world and whereas the hard work and dedication of the Rocky Mountain girls golf team and coaches has resulted in the fourth straight state title for the school and whereas the Grizzlies took the 5A Girls Golf State Championship after a dominating performance at

the District 3 tournament and whereas the girls golf team put in time and effort throughout the season and were able to see their perseverance pay off in the championship game, proving that team members were in it to win it and whereas the leadership, training and discipline of their coach helped all team members to focus their talents, passion, determination to become a winning team, with each player making valuable contributions to their victory. Therefore, I, Mayor Robert E. Simison, hereby proclaim November 8th, 2023, as Rocky Mountain High School Girls Golf Team State Champions Day in the City of Meridian, call upon the community to join me in congratulating the Rocky Mountain High School Girls Golf Team on their remarkable athletic achievement and for representing Meridian so proudly in the state tournament. Dated this 8th day of November 2023. So, on behalf of the city congratulations on your success and thank you for being here.

Hoopes: My name is Elliana Hoopes and I'm a freshman.

Nichenko: My name is Natalie Nichenko and I'm a sophomore.

Urian: My name is Maggie Urian and I'm a sophomore.

Dabell: My name is Anna Dabell and I'm a senior.

Barry: My name is Jane Barry and I'm a senior.

Gibbs: I'm Coach Gibbs. My third year coaching.

Simison: And you're under no affirmative obligation to stay, unless you really need credit for something in school. So, appreciate it. Thank you.

## **19. Meridian Veteran & Spouse Small Business Week Proclamation**

Simison: And with that we are going to move on to our next proclamation. Mindi, if you would like to come forward. So, yesterday I had the privilege of presenting this proclamation at an event that was being held by the Idaho Veterans Chamber of Commerce regarding -- and my proclamation was Veterans and Spouse Week. So, I'm going to read the proclamation, but I'm sure Ms. Anderson is going to tell you a little bit more about everything that they did yesterday and what they have been working on. So, whereas nearly one out of ten small businesses across the United States is veteran owned and are a pillar of our economy and contribute to the foundation of our nation from Main Street storefronts to virtual high tech startups and whereas veteran and spouse small business owners are resilient, disciplined and mission oriented, thanks to their military service and committed to serving our country and communities and whereas when we resolve ourselves to strengthen our communities we must empower and support the giants, the veteran and spouse entrepreneurs, are in our economy and whereas the Adult Veterans and Spouse Small Business Week highlights the programs and services available to veteran and spouse entrepreneurs through so many resource partners at the state and federal level and whereas the State of Idaho and the City of

Meridian support and join in this national effort to help American veterans and spouse small business owners start, grow and recover their businesses after disaster and help our communities arrive. Therefore, I, Mayor Robert E. Simison, hereby proclaim November 6th through 11th, 2023, as Veterans and Spouse Small Business Week in the City of Meridian and call upon the citizens to join me in recognizing and celebrating the veteran-owned businesses in our community. Dated the 7th day of November 2023. So, today I'm actually going to give you the proclamation, but we appreciate you and all that you are doing and if you would like to say a few words and we will do a picture.

Anderson: Thank you, sir. This actually started with Governor Little. He did this last year for us and we decided to take it across the state and have a couple of cities that joined in with wanting to do just this week and recognizing and just creating more awareness, really, of what this is doing for our veteran and spouse community business owners that have their different challenges and struggles as business owners and they are underserved to some degree and do need connection and resources and support. So, I just appreciate not only the proclamation that you did for us, but just all of the support. You have been at ribbon cutting ceremonies with us supporting our veteran business owners. You have been at the Purple Heart luncheon honoring our Purple Heart recipients and it's just been really great to have your support. So, I'm excited that you were elected again and look forward to continuing to work with you, sir.

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

### **20. Public Hearing for Parks and Recreation Department Lakeview Golf Course Proposed Fee Increase**

Simison: With that, Council, we will move on to Item 20 on the agenda, which is a public hearing for Parks and Recreation Department Lakeview Golf Course proposed fee increases. We will open this public hearing with comments from Mr. Barton.

Barton: Good afternoon, Mayor and Council. We were here a couple of weeks ago on October 17th and presented some new fees for 2024 at Lakeview Golf Course. At that time there really wasn't any questions and so we have noticed those fees and we are back this evening to get a resolution -- new fee resolution adopted. With that I will stand for any questions you have.

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

Overton: Mr. Mayor?

Simison: Yes, Councilman Overton.

Overton: I don't have a question, but I have a statement that I think needs to be said and goes for the entire Parks Department. I continue to be impressed about the high quality and variety of activities our Parks Department gives to everyone in our city for a variety of different activities that may not be for a whole group of people, but for a

different selection and slice of our population. For the golf course specifically these upgrades you have made to the pathway system, to the irrigation system, to the clubhouse and the future permanent upgrades to the restrooms has done an amazing job in lifting up, better than I think it's ever been, the quality of what we have as a golf course in the city and I'm a huge fan of what you have done. It's that Meridian Way bringing the quality up to what we bring to the city into every way we do it and I think these fee increases are necessary as we are providing a much better product than we have ever had in the city for our golf course and it keeps us competitive and continues to keep our revenue stream coming in.

Simison: Thank you very much. Council, any additional questions for staff? Okay. Thank you. This is a public hearing. Mr. Clerk, we actually had nobody sign up on --

Johnson: Mr. Mayor, nobody signed up.

Simison: Okay. And we have nobody but staff online. Is there anybody from the public who plays golf who would like to come forward and make comments on this public hearing? I see that -- I don't see a yes on that. So, do I have a motion to close the public hearing?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: With no further public comments, I move that we close the public hearing.

Borton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

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

Overton: Mr. Mayor?

Simison: Councilman Overton. Item No. 21?

Overton: Yes.

Simison: Next item is Item 21, a Resolution 23-2423. Councilman Overton.

Overton: Mr. Mayor, I move that we approve Resolution -- Resolution 23-2423, a resolution adopting new fees of the Park -- Meridian Parks and Recreation Department, authorizing the Meridian Parks and Recreation Department to collect such fees and providing an effective date.

Strader: Second.

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Just -- just a brief comment on it. Part of what makes what we are doing successful is it's based in large part upon a policy, the cost recovery work that was done, how our golf course is going to fit within that spectrum of cost recovery and I have been a pretty strong advocate of trying to reduce fees and lower fees for the golf course, but I also understand that adherence, once we establish an objective policy and adhere to it, that that's really important. I think what you are doing here in this resolution meets exactly what we have set forth in the policy. So, this is just one example of many we have, when a policy has been enacted, now it's for us to make the decision to -- to follow the steps that we have put in that policy. So, this exemplifies it perfectly. So, it's - it's further reason why I'm supportive of the resolution.

Simison: Any additional comments? If not -- do a roll call. My brain is fuzzy. If not, Clerk will call the roll.

Roll Call: Hoaglund, yea; Borton, yea; Cavener, absent; Perreault, yea; Strader, yea; Overton, yea.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

## **22. Discovery Park Phase 2 Tennis/Pickleball Court Lighting Update**

Simison: Thank you for that one and I think that we will just bring you right back up for Item 24, which is Discovery Park Phase 2 tennis/pickleball court lighting update conversation.

Barton: Thank you, Mr. Mayor and Council Members. So, last week we opened up phase two of Discovery Park. It was ahead of schedule and we are under budget, which is really good news. Part of what we did during this construction is we installed conduit that go from a location over to the tennis courts and pickleball courts in case we wanted to install lighting at some time in the future. If we didn't do this it would be highly unlikely that we would ever go back, because we would have to tear out a lot of grass

and concrete and that. So, we have these conduits in place. We have junction boxes in place. We have gotten calls over time for lights around pickleball courts and so what we did -- so, part of the -- part of the guaranteed maximum price to build phase two of Discovery Park and it included the sum of all the bids, the general conditions and also a contingency amount. The contingency amount right now is largely unspent and that is four and a half percent of the total cost of the project. It's about 550,000 dollars. So, we wanted to just take the step to get some pricing to see what it would take -- because we got these -- because we have been getting these requests, we wanted to see what it would take to actually go ahead and finish this and put the lights in around the court. So, we got a price back from our low bid electrical contractor of 165,000 dollars to -- to do these lights. So, our request and our discussion here today is to see if finishing the -- installing the lighting at Discovery Park is something that you might want to use some of that contingency for. The contingency is a hundred percent from impact fees. Just -- that's noteworthy. And part of what we would do with this system -- we checked it -- it falls within our existing CZC, so there is no issues there. We would have a couple of timing sets on there. We would have a master timer, so the whole system would be energized until a certain time at night and, then, you would go to each pole and set a timer for an hour that would countdown. So, it's not like you could have -- be out there with the lights on all night long. We would determine that maybe in the summer, for instance, it could be -- the whole system off at 10:00 p.m. and, then, during the winter the whole system could go off at say 8:00 p.m. or the shoulder season could be 8:00 p.m. or 9:00 p.m. We haven't quite worked out the complete logistics, but just from the sake of keeping people in the park after dark, we already have softball fields that are lit and, then, these fields would kind of fit in that same -- same use. So, with that I would be happy to answer any questions you have.

Simison: Thank you. Council, questions, comments?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you, Mike. Does the park have hours? I just had kind of a basic question, like do we keep certain hours in the park? How does this extend the usability of the park?

Barton: So, we do. Generally it's dawn to dusk in parks, but where -- where we have softball fields that are lit we have people in the park until 10:30 or 11:00 o'clock in the summer and it's generally confined to the softball areas, but realistically the hope -- the entire park is open. It's just some of it's dark and it's -- there is a little bit of gray area there, but it's worked for years where we haven't had any -- haven't had any trouble with that and, you know, when the lights go off the park's closed.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Are you concerned at all about this kind of opening up a big gray area in terms of other areas of the park being used after dark? It just kind of -- it sounds fine, but it's like -- I just want to make sure we really thought it through.

Barton: That's a great question and I don't think that this will any more than -- than the current softball fields would. I mean the lighting is LED lighting that's pretty directional. So, it's confined to just the courts. We have a lighting study that there is very little spill into other areas. Like it's not going to -- it's not going to light the playground. So, you know, we have been by when -- when there is softball games going on and there may be a little bit of use that spills out into the park, but it doesn't seem to be rampant and people are pretty well behaved. So, yeah, I mean when -- when it's dark you can't -- you can't go over into a grass area and throw a Frisbee. It's dark. These lights are very directional.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. So, I know that all of the indoor courts get really full in the winter time. Do we have any other courts that are lit in the city?

Barton: Mr. Mayor, we -- Council Woman, we do not.

Perreault: Okay. Thank you.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, I guess maybe to piggyback on what Mike said, if we were to discover a problem that it was becoming more problematic for people sort of not -- weren't just in the area that was lit and maybe kind of the fringe around the area that was lit, but becoming more problematic with complaints or neighbors and things like that, again, our ordinance does allow us to designate this area is open and that's all that's open. So, the rest of the park still could be closed. So, we could certainly button that up in the ordinance without it being problematic. But as Mike said, we really haven't had an issue, where there really isn't people creating problems or mischief at other areas of the park while people are over in the softball areas and they are doing something else somewhere else. But if that were to be a problem we could certainly address it.

Simison: I think that there might be a few problems in parks where we do things at night, such as Movie Night. I mean -- so, I saw the lieutenant getting ready to make a comment, so I thought I would open that up for him just for information.

Harper: Mayor, Members of Council, I think the biggest thing is is proper signage designating those locations, which, then, will allow us to have the ability to enforce

those areas that aren't supposed to be being used by the general public. I think that would help us a lot, because we -- that gray area does make it challenging if we do have problems and we have -- are having to take enforcement action and not being able to because of the gray.

Simison: Council Woman Strader, do you have anymore?

Strader: I was going to be asking what the communication plan was to alert the public and just make it obvious of when -- you know, when -- when -- when and what parts of the park can be used. I feel like if we are turning lights on we are inviting people. Just want to make sure it's not confusing for people.

Barton: Council Woman, I think that's -- I think that with a little bit of increased signage we can -- we can come up with something that fits into our current ordinance and develop a sign so people do know that it's confined to lit areas only and we -- we haven't had -- you know, at Storey -- at Storey Park and Discovery where we currently have softball fields that are lit and a baseball field, we haven't really had any problem with people thinking the entire park is open. It's been pretty quiet, so -- but I think the increased signage and communication with the public is a great idea.

Simison: So, Council, would you like to see a budget amendment officially? That was the direction that occurred previously, even though there is authority. Council didn't necessarily want contingency to be used. I know the -- just looking for how you would like to see this come back or if you would like to see it come back.

Watts: Yeah, Council. I think that might have been a different project where they didn't want to use the contingency. On this there is spending authority for this. It's currently in the contract.

Simison: It was general guidance that Council didn't want us using -- that's why we are here to begin with is to try to figure out how Council wants to handle these things. Even when you have the spending authority it's something that wasn't originally contemplated as part of the project.

Barton: Yeah. So, my recollection is that was with the golf course irrigation system and the use of the contingency would be for something entirely different, such as -- it was the patio shade. So, we did bring back a budget amendment for the patio shade. Where this is -- is in the contract and we are -- we are just -- we are just asking for spending authority. Want to be completely transparent as far as our scope goes and this would be an increase over the original scope, but we have the budget and we don't need to do a guaranteed maximum price amendment of any kind. It's a -- it's an authorization to our contractor to proceed.

Watts: And I would caution to -- to not take that too far, because that's contingency for every single project. You know, that would mean that every change order would need a budget amendment. So, I want to try to stay away from that. This -- this -- like I said,

this money is budgeted. It's in the actual agreement already for our construction manager and this would just be authorizing additional work to complete a project. That the -- the wiring, the conduit, that's all in the scope currently. This is just installing -- purchasing and installing the lights I believe.

Borton: Mr. Mayor?

Simison: Was that Councilman Borton? You are on my bad eye.

Borton: I'm piecing it together. I appreciate the input from both. I think it makes great sense with that explanation and -- and I appreciate the attention to detail and -- and transparency for sure, but at least even on the public record talk about this, explain what we are doing and why. Even if it doesn't necessitate a budget amendment it seems appropriate to make it known publicly what's happening. So, it seems to fit. Impact fee funding is designated for it. Sounds like a great addition.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I would like to hear from Director Siddoway if this leaves an adequate amount of impact fees for other priorities or how this might impact other projects that he would like to do.

Siddoway: Yes. I would be supportive. I believe that this -- these are funds that have already been encumbered for Discovery Park and it's just spending them on Discovery Park where they have already been encumbered. So, yes, I believe it's appropriate.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: All right. I appreciate that. But the reason I'm mentioning it in part of the whole contingency thing is if it's not spent, right, the contingency would go back and so it could be used for something else. So, that's the reason I'm asking. But it sounds like you are very supportive of it. You feel like this is a good addition to the park. Doesn't leave you concerns about the adequacy of the impact fees for your other priorities where you might need more.

Siddoway: We can always use more impact fees, but I do feel that this is a good use, so I'm supportive. Yes.

Strader: Okay.

Siddoway: Yes.

Simison: And so, Council, would you like to -- someone like to make a motion or is a head nod -- how would people prefer to give direction on the spending issue?

Borton: Mr. Mayor? Mr. Mayor?

Simison: Councilman Borton.

Borton: Just move it through with a motion, even if it's not necessary. Couldn't hurt.

Simison: Okay.

Borton: Mr. Mayor, I move we approve the request to utilize the -- the impact fees available for Discovery Park phase two tennis and pickleball court lighting as presented.

Overton: Second.

Simison: Have a motion and a second. Is there further discussion? If not, all in favor signify by saying aye. Any opposed? The ayes have it and direction is given. Thank you. Appreciate it.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

### **23. Civic Block Update**

Simison: Next item up is Item 23, which is a Civic Block update. Mr. Miles.

Miles: Good afternoon, everybody. Just handing around a simple timeline. I did e-mail that to you all this morning, but I know many of you might not have gotten to it. Really, my job today is just to give a little bit of background of how we got here and the timeline of the Hunter Lateral relocation project, as well as -- as it relates to the Civic Block project and wanted to just make sure that you are all aware and everybody is on the same page -- the public's on the same page of where we stand today with some of the actions that have occurred through the last few months. Beginning, really, with April 18th, 2023, if you recall there was a first amendment to the Memorandum of Understanding between River Caddis, MDC, and the city that addressed allowing the city to construct a project, as well as the -- extend the MOA timeline, which gave River Caddis time to continue to work through the economic challenges they were having to see where they could make the project viable or not. That led to August action where you all approved, essentially, a placeholder budget amendment to allow for the funding to repay the River Caddis if they were to move forward. Fast forward into October we progressed through the bid process as well to help that move along. Received bids back and, then, just on October 31st we got the letter from River Caddis that they were not going to move forward and they were going to terminate their end of making the project happen. So, that sort of leaves us in a position where -- the way I summarize is there is four pending actions that are coming forward and we want to make sure that you are all aware and everybody is in general alignment of where those are going. One

being that we -- before terminating the MOA we need to consider approval of purchasing the plans from River Caddis, so that the city owns the rights to the plan and can move forward if they choose to when the project is under construction we actually have plans. So, before terminating the MOA we have to take the action in the MOA to do that. That's step one. Step two would be -- and I would look to Mr. Nary a little bit, but there is a legal action within the MOA to say we are also terminating, we agree that effort is complete and done through the MOA. And, then, third and fourth would be approving a budget amendment for the construction of the Hunter Lateral that the city would be constructing and we would just move on separately as our -- our own project, with the intent of whatever happens to the civic block is a later conversation between you all, MDC, of what's best for that property and that moving forward for the community. And, then, finally approving the construction contract. So, those are sort of the four actions that we see coming back to you next week. If there is general alignment, which I think there is, but we just wanted to come in front and let you all know where we stand and what we think are the right next steps to happen, make sure everybody is on the same page and if there is any questions, between Bill and I think we will do the best we can to answer them.

Simison: Thank you. Council, questions?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: You said four actions next week. It wouldn't -- all four wouldn't be something to act on next week, would it?

Miles: So, Mr. Mayor and Councilman Borton, that would be our intent. We could move forward with buying the plans, purchasing the plans and terminating the MOA. We could also move forward with awarding the contract and approving a budget amendment and awarding the contract as well. So, we could do separate actions, as I understand.

Borton: Okay.

Simison: And if anyone is not approved, then, the next ones don't happen. So, it's -- but those would be the four steps that would be necessary in order to do the projects -- or the project. Council Woman Perreault was next.

Perreault: Mr. Mayor, thank you. Could you clarify the role of the city and MDC in these four steps and, you know, which party is doing what and, then, is -- are we to understand that -- that none of the funds are coming from -- from MDC dollars, this is just going to be funded entirely by -- by general fund monies?

Miles: Mr. Mayor and Council Woman Perreault, that's my understanding at this point in time. The city's in the driver's seat of the project and funding.

Simison: Council Woman Strader.

Strader: Thank you, Mr. Mayor. Is there a discussion around the purchase price of the plans?

Miles: Mr. Mayor and Council Woman Strader, there has been and so through the Public Works Department they have been working with River Caddis. The purchase price that has been invoiced and reviewed by the Public Works -- invoice by River Caddis and reviewed by Public Works is roughly 93,000 dollars. That includes their design work, their architectural fees that they have gone through. The bid price from the construction is roughly 618,000 dollars. So, you add those two together, along with contingency and there is construction services and some fees for street lighting as well. The budget amendment you would be sitting around is 801,000 dollars that you would be seeing, with the construction price, again, being the 618 that was at opening.

Strader: Uh-huh. And if we were to purchase our own plans how do we think that price compares. Is it similar?

Miles: Mr. Mayor, Council Woman Strader, that's a good question. I think general standard practice is you are in that ten to 20 percent range of the project costs. Do the -- the math of whatever the project --

Simison: Dave, can you get closer to the mic?

Miles: Sorry. General -- general practice in that ten to 20 percent of a project cost for design plans. So, you are probably right in that ballpark.

Strader: Okay. I think what I'm struggling with a little bit -- at some point it makes sense to do the Hunter Lateral. I think the main driver of that was the civic block project. That project is not moving forward. I don't -- I guess I don't really feel that there is an urgency, besides perhaps urban renewal, around the timing. So, I -- I -- I don't really know if I view it -- I guess maybe clarification whether you all are advocating for steps one through four or some of the steps, because it doesn't seem like they are, you know, all required to happen; right?

Miles: Mr. Mayor, Council Woman Strader, I think at this point in time staff are advocating to move the project forward and primarily what -- what we think about is knowing that a project is -- wants to be considered or something eventually will happen, the property becomes much more useful, more attractive when there is an improvement made to it. If there is Hunter Lateral relocation -- from what we heard from River Caddis has been that that was a big component of the challenges they were facing. So, you have a much more usable project -- or property with one of the infrastructure impediments out of the way and that's been the discussion the city's been having of, well, do you improve the land to the point where it becomes easier and more acceptable for a project to happen, whatever that project is, by getting the Hunter Lateral to a point where it's now not a factor in developing that piece of land.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Just -- I think it can -- I have a couple of concerns -- a concern that I have is I don't -- I don't view it that the Hunter Lateral is the main obstacle to the success of a project on this site at this time. It looks like construction costs, financing costs, interest rate environment are a big factor. I don't know that the Hunter Lateral cost in the scheme of a project of this size would -- would be a main impediment. It's also where we are using our current community center, the small -- and I guess Steve Siddoway would say the inadequate community center, but that is where we are -- where we do have a community center and it may take us time, you know, to -- to get our ducks in a row to find a way to pay for -- for a bigger one and I think we should take our time. I don't think there is a rush. So, I -- I -- I guess I'm struggling around the urgency around timing why we need to do this now. Makes sense to me that, you know, at some point we need to back out of the MOA, like that -- that seems pretty obvious. If the other party is, then, we need to do that. But if I'm just not -- and maybe I just need to think about it more, but I'm not understanding why we would move forward on the Hunter Lateral at this time. I don't see how it's in our best interest.

Simison: Just from a practical standpoint, I think one thing we found is the Hunter Lateral can only be done during a certain time. So, unless you align a future project you could still delay a project by up to a year without it being done. You are correct, we don't know when we are going to move forward, but we know if this -- this can only be done during certain times of the year in order to achieve the goal for that right opportunity. Don't disagree. It may not produce a product in the next year or two, but it doesn't impact the community center. There is no impact to that. It actually could make it a viable place to put the community center if we wanted to put it there in the future, because we have eliminated that -- that challenge of not being able to build over that space. Makes the property more valuable for -- if we do put it out for an RFP. So, we will recoup the cost and unless Warren wants to tell me differently, construction prices are not going down. So, eventually, it will cost somebody more. If -- if the viewpoint is it would be the developer side of it, that's okay. But I think that -- I would like to think that we are going to recover a good portion of our costs from doing this, because the price of the land that would be done through an MOU would be different than the 300,000 that we were doing before. What will the price of that land be in two years I couldn't say, just like the construction cost. So, it is just really why we are preparing this for what we think we want it to ultimately become or do we not and we may have a similar situation where we got to wait a year for a project. Depends on the timing, which is sometimes going to be out of everyone's control and we got to what we believe is a great price for the low bid.

Miles: And, Mr. Mayor, if I may, just to add one more. Appreciate your comment about is it the right time to do that. We have just been operating under -- the staff has been operating under the guidance of trying to move the product forward. So, I think it's a fair question for you all to consider, but to the Mayor's points and we are working

underneath the bid contract as well. If this is the direction we are going we do need to take action, so that we can award a contract within a timely range as well. So, that's sort of how we have been operating. But it's a -- it's a valid point and I appreciate the comment and I think that's something for you all to consider.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: It's been a few years since the details were presented. Can you remind us if there is benefit to other properties outside of the civic block perimeter? If I recall correctly there -- there are going to be benefits beyond just that site for other parcels or other properties in downtown by finishing this; correct? Or is my memory poor?

Miles: Mr. Mayor and Council Woman Perreault, I might defer a little bit to Public Works if they are sitting there behind me. I think ultimately when you improve a piece of infrastructure there is a benefit to everybody that's served by that, but that's -- that would be the -- the first thing that I would --

Simison: Phone a friend.

Miles: Yeah. There is Warren.

Stewart: Mayor, Council Woman, there is value -- anytime you replace and put in new infrastructure there is value in that. You increase the longevity of that infrastructure and that serves the downstream users -- or that benefits the downstream users. I think the one thing that is important to keep in mind is at one point this project contemplated going additional blocks to the north. Because of the cost of that that was scaled back. So, the benefit to those properties further to the north is not what it used to be and so there's really no other project -- or no other parcels that are directly impacted besides those at the civic block. But I can say downstream users will benefit from the fact that there is new infrastructure delivering that and that's going to provide better service.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: What -- what other benefits -- and I'm not -- Dave, I'm not sure if you are the right person to direct this to, but what other benefits are there to the city besides -- I understand if we -- if we put, you know, money into something it's worth more. That -- that -- that -- that's always going to be true, though, and I have concerns around the timing. But what are the other benefits of doing this? Is there something around the -- the site -- that this improves the site? Like how does it make it more usable? I guess help me understand what other benefits -- if -- let's say that we never build -- and I hope not, but let's say that we can't figure it out, there is no good way to pay for it and we

don't build a community center for ten years. How could this site be improved to make our existing community center more usable?

Miles: Mr. Mayor, Council Woman Strader, maybe a question. How could -- how does this improvement improve this site?

Strader: Yes.

Miles: Again, taking a piece of infrastructure that currently bisects the project across diagonally --

Strader: Uh-huh.

Miles: -- anytime anything's going to happen there into the future you are going to have to deal with it and so by doing it today in today's dollars you are not going to pay tomorrow's dollars. That's -- that's really the simple explanation of it. If nothing else happens and this is just the relocation, you are getting new infrastructure that services that piece of infrastructure and those downstream users and you are clearing out a site that says there is a vacant site that has one less impediment to it. That's the best way I can describe the -- the long-term benefits of doing just this project and nothing else.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I was thinking more along the lines of -- and I just don't have it in front of me, but here is how -- you know, here is the square footage of the site that becomes usable that's not accessible right now. You know, we could expand the parking, we could expand the footprint of the building, I'm assuming those things are all true. I just -- I don't recall how much of the site is dissected.

Miles: Mr. Mayor, Council Woman Strader, I don't have the -- the specifics off the top of my head. We can get them for you.

Strader: Okay.

Miles: I think ultimately if you think about various improvements, you know, do you plant grass, pavement over the top of infrastructure today with agreements? Yes. That can sometimes happen, depending on where the irrigation district lets you go. The second you start talking about footings and electrical, plumbing, sewer, those types of things, you are digging into the ground and so now you -- you are -- again, not knowing the specific -- not recalling the specific project off my -- property off the top of my head, but it's tough to say where you are going to put a building over the top of a piece of infrastructure without impacting it.

Simison: We can provide the diagnostic that showcases the amount of space that would be opened up for a building, because to your point, even if we want to do -- it would be difficult for us to expand our current facility, even if we just wanted to take half of it, because of where it cuts through. Is it 30 feet or 40 feet that cuts through that property, because of the lateral?

Strader: Mr. Mayor?

Miles: Or I can phone a friend.

Stewart: Mayor and Council, I don't recall. It's at least a 30 foot easement that encompasses that irrigation line. It's a fairly large line. I think the pipe that we are replacing it with is a 30 inch diameter -- 36 inch diameter pipe. So, it's got a fairly significant easement across it and it runs across the center of that block. Almost the center. It's slightly to the west, I believe, closer to our existing building. So, you couldn't expand very much until that became a problem, because you can't build over the top of it. So, any kind of a building you are going to put there is going to be limited in size on either side of that easement.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Sorry. Just one more question. Forgive me. Maybe this is not -- given that a parks facility exists on the site and will potentially in the future, is there a reason that we can't use impact fees for this project?

Miles: Mr. Mayor, Council Woman Strader, I defer a little bit to Finance and Steve, but my understanding is if it -- if a project is identified inside of the impact fee study you could use impact fees for a project that's identified in there. I don't know if you can --

Simison: We will let Steve answer that question, because it has a little bit more to do --

Siddoway: Mr. Mayor, Council Woman Strader, you cannot use impact fees to renovate or replace an existing facility.

Strader: Oh.

Siddoway: It has to be new -- part of a new project that -- it does have to be capital. This is capital. But it doesn't do anything to provide a new facility that's growth related that the new folks will be paying for.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: That's kind of what I was getting at. So, would that be true even if -- like let's say that we were to do this project and it resulted in expanded parking facilities, because the area available at the site has now expanded and it is more usable. Would that -- would that count or is that -- or does it have to -- help me understand --

Siddoway: If there was an impact fee for a parking facility I suppose you could.

Strader: Right.

Siddoway: But not in the current fee.

Strader: Okay. Well, let's take it offline. I want to dig into the details. Thanks.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: To prepare for a discussion on this topic next week or in two weeks it could help -- be helpful if -- if any Council Members have information that they would like, whether it's a map showing the location of it, whether it's confirming there is no alternative funding source use of impact fees, things like that, I think it would be great to ask you that now, so you have -- or we get what we are all looking for, so we can discuss it with that data next week. The thing that I would ask for is the timetable. One of the benefits would be if what you are recommending were to be approved, just provide us that schedule that says if it's approved, then, we would presume that construction would start this month and be finished this month and that's the window where there is some benefit to hitting this particular window when you could do it. That would be helpful to see.

Miles: Mr. Mayor, Councilman Borton, I appreciate that comment. Rough timeline. The construction season is now until March 15th due to the irrigation season. So, I'm guessing --

Borton: Again, I'm not -- not asking you to figure it out now, but just to be able to describe here is when it could fit and it could fit and it could finish -- if you approve it now we can finish it by X date.

Watts: And one more thing to consider, we have a current bid that we have issued and that bid will expire on the 17th, next Friday. So, we will open ourselves up to possible escalation charges, as we -- you know, unless the contractor is willing to hold his price further and that would be something I would have to do between Tuesday and Friday if we don't move forward.

Simison: Which is the reason why next week is really the week to make decisions one way or the other. Either to say no to the bid and I'm not going to presume what it means to River Caddis with the purchase. Yeah.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. I appreciate Councilman Borton bringing up specifics. For me I would specifically like to know the pros and cons of leaving this for the next purchaser or developer of this property versus doing it now. The Mayor mentioned added value. If there is a way for us to get an assessment of what value will be added to the property by -- by doing it. Just -- just a rough current valuation. I realize that we can't project in the future. But let's talk with our real estate contacts about, you know, how much value that does bring. Whether -- whether the value is monetary or not and also -- or is it just value of marketing. It would -- you know, if we -- if we were to -- to put out an RFP for the development of it again, is that going to bring us more applicants, because it's done or not, that kind of thing.

Miles: We can do that.

Hoaglund: Mr. Mayor? Mr. Mayor?

Simison: Oh. Councilman Hoaglund. Thank you.

Hoaglund: Yeah. You know, where is that adage about time is money and by not moving it. This URD expires in 2040. You know, next year that's 16 years. You are not going to be pulling the revenue in over that longer period of time and if -- if we get -- there was another interested party that was a part of that request for proposals and bids previously. If they come in next year and it's irrigation season, they have to wait another year to make that move. Time is money and we are losing out on revenue. So, if there are things that you think, well, maybe MDC should reimburse the city or other options we can explore that. But, again, any delays is going to delay any activity on that site and doing something that generates revenue to our economy, to our downtown and the vibrancy and if someone comes in -- and I know that the commercial markets are somewhat questionable, but there might be someone coming in who -- they don't have to rely on those commercial markets quite as much. So, who knows. That's all I have to say on that.

Simison: And if it's a financial issue, the city could -- as was mentioned, we could enter it into a reimbursement agreement with MDC if that's an important component for the city to consider.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I would like to understand some of the details around the reimbursement agreement and whether that's a viable option.

Simison: We will ask Ms. Squyres to reach out to you with that, because I know she's listening.

Strader: Great.

Simison: Okay.

Miles: Thank you.

Simison: Thank you, Dave. Council, we have reached the end of our work session. Do I have a motion to adjourn?

Perreault: So moved.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 5:25 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

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

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

ATTEST:

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



## AGENDA ITEM

**ITEM TOPIC:** Apex Northwest Subdivision No. 4 Pedestrian Pathway Easement (ESMT-2023-0148)

**Project Name (Subdivision):**  
**Apex Northwest Subdivision No. 4**

ESMT-2023-0148

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this 21st day of November 20 23, between Brighton Development Inc., hereinafter referred to as "Grantor", and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as "Grantee";

**WITNESSETH:**

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor    11-21-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk    11-21-2023

STATE OF IDAHO, )

: ss.

County of Ada    )

This record was acknowledged before me on 11-21-2023 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

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

My Commission Expires: 3-28-2028

October 9, 2023  
Apex Northwest Subdivision No. 4  
Project No. 22-053  
Legal Description  
City of Meridian Pathway Easement

**Exhibit A**

A parcel of land for a City of Meridian Pathway Easement situated in a portion of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

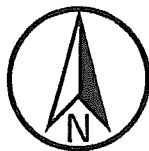
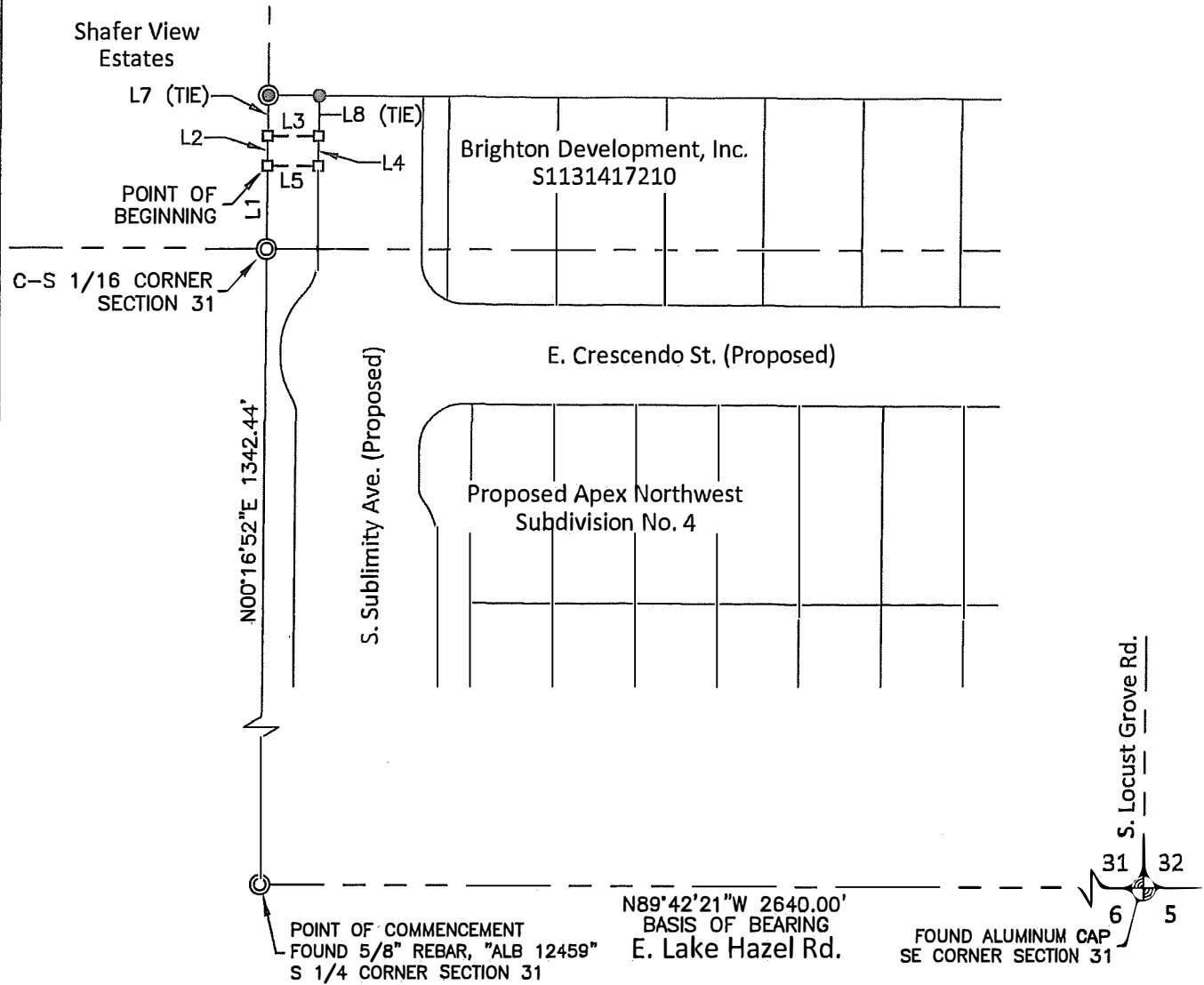
Commencing at a 5/8-inch rebar marking the South 1/4 corner of said Section 31, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Southeast corner of said Section 31;  
Thence following the westerly line of Southwest 1/4 of the Southeast 1/4 of said Section 31, N00°16'52"E a distance of 1,342.44 feet to the Center-South 1/16 corner of said Section 31;  
Thence leaving said westerly line of said Southwest 1/4 of the Southeast 1/4 and following the westerly line of the Northwest 1/4 of the Southeast 1/4 of said Section 31, N00°16'52"E a distance of 50.01 feet to the **POINT OF BEGINNING**.

Thence following said westerly line, N00°16'52"E a distance of 18.00 feet;  
Thence leaving said westerly line, S89°43'08"E a distance of 31.00 feet;  
Thence S00°16'52"W a distance of 18.00 feet;  
Thence N89°43'08"W a distance of 31.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 558 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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





0 100 200 300

Plan Scale: 1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°16'52"E	50.01
L2	N0°16'52"E	18.00
L3	S89°43'08"E	31.00
L4	S0°16'52"W	18.00
L5	N89°43'08"W	31.00
L7	S0°16'52"W	24.55
L8	S0°16'52"W	24.55

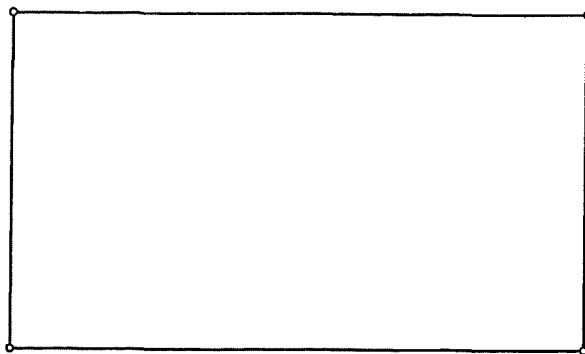
**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

DATE: October 2023  
PROJECT: 22-053

SHEET:  
1 OF 1

Exhibit B - City of Meridian Pathway Easement  
Apex Northwest Subdivision No. 4

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



Title:		Date: 10-04-2023
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.013 Acres: 558 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 98 Feet		
001=n00.1652e 18.00	003=s00.1652w 18.00	
002=s89.4308e 31.00	004=n89.4308w 31.00	



## AGENDA ITEM

**ITEM TOPIC:** Apex Northwest Subdivision No.4 Sanitary Sewer and Water Main Easement  
No. 1 (ESMT-2023-0160)

**Apex Northwest Subdivision No. 4  
Sanitary Sewer and Water Main Easement No. 1**

**ESMT-2023-0160**

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 21 day of November 20 23 between  
\_\_\_\_\_ **Eagle 1 LLC** ("Grantor") and the City of Meridian, an Idaho Municipal  
Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

LB

LB

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor      11-21-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk    11-21-2023

STATE OF IDAHO, )

: ss.

County of Ada      )

This record was acknowledged before me on 11-21-2023 (date) by  
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in  
their capacities as Mayor and City Clerk, respectively.

(stamp)

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

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

LVB

October 23, 2023  
Apex Northwest Subdivision No. 4  
Project No. 22-053  
Legal Description  
City of Meridian Utility Easement

**Exhibit A**

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

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

Thence following the easterly line of said Southeast 1/4 of the Southwest 1/4 of Section 31, N00°16'52"E a distance of 311.49 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly line, N89°43'08"W a distance of 47.00 feet;

Thence N00°16'52"E a distance of 38.00 feet;

Thence S89°43'08"E a distance of 47.00 feet to said easterly line;

Thence following said easterly line, S00°16'52"W a distance of 38.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 1,786 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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



P:\22-053\CAD\SURVEY\EXHIBITS\22-053 CITY OF MERIDIAN UTILITY EASEMENT WHITE FAMILY.DWG, AARON BALLARD, 10/23/2023, ESTUDIO907.PC3, 08.5X11 P

C-S 1/16 CORNER  
SECTION 31



S00°16'52"W 992.95'

Proposed Apex  
Northwest  
Subdivision No. 4



0 60 120 180

Plan Scale: 1" = 60'

S89°43'08"E  
47.00'  
N00°16'52"E  
38.00'  
N89°43'08"W  
47.00'  
Eagle1, LLC  
S1131347000

S00°16'52"W  
38.00'

POINT OF BEGINNING

Unplatted

S. Sublimity Ave.  
(Proposed)

N00°16'52"E 311.49'

E. Lake Hazel Rd.

S. Locust Grove Rd.



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

DATE: October 2023

PROJECT: 22-053

SHEET:  
1 OF 1

POINT OF COMMENCEMENT  
FOUND 5/8" REBAR, "ALB 12459"  
S 1/4 CORNER SECTION 31

N89°42'21"W 2640.00'  
BASIS OF BEARING

FOUND ALUMINUM CAP  
SE CORNER SECTION 31

31 32  
6 5

Exhibit B - City of Meridian Water and Sewer Easement  
Apex Northwest Subdivision No. 4

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



## AGENDA ITEM

**ITEM TOPIC:** Centerville Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1  
(ESMT-2023-0167)

**Project Name (Subdivision):**

Centerville Subdivision No. 1

**Sanitary Sewer & Water Main Easement Number:**

1

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

ESMT-2023-0167

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

THIS Easement Agreement, made this 21 day of November 20 23 between Endurance Holdings LLC and Viper Investments LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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

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

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

**GRANTOR:** Endurance Holdings LLC and ~~Viper Investments LLC~~

STATE OF IDAHO )  
 ) ss  
County of Ada )

This record was acknowledged before me on October 26, 2023 (date) by Corey Barton (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Endurance Holdings LLC (name of entity on behalf of whom record was executed), in the following representative capacity: member of both (type of authority such as officer or trustee)

(stamp)

ADAIR KOLTES  
Notary Public - State of Idaho  
Commission Number 30052  
My Commission Expires 06-05-2028

Notary Signature \_\_\_\_\_  
My Commission Expires: 6-05-2028

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor      11-21-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk      11-21-2023

STATE OF IDAHO, )

: ss.

County of Ada      )

This record was acknowledged before me on 11-21-2023 (date) by  
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in  
their capacities as Mayor and City Clerk, respectively.

(stamp)

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

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

**Legal Description**  
**City of Meridian Sewer & Water Easement**  
**Centerville Subdivision No. 1**  
**Viper Investments Parcel**

Easements being located in the NW ¼ of the NE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

**EASEMENT A**

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NE ¼, from which an Aluminum Cap monument marking the northeast corner of the NE ¼ of said Section 33 bears S 89°14'44" E a distance of 2660.44 feet;

Thence along the westerly boundary of said NW ¼ of the NE ¼ S 0°19'12" W a distance of 594.92 feet to a point;

Thence leaving said boundary S 89°40'48" E a distance of 159.00 feet to the **POINT OF BEGINNING**;

Thence continuing S 89°40'48" E a distance of 32.00 feet to a point;

Thence S 0°19'12" W a distance of 77.78 feet to a point;

Thence N 89°40'48" W a distance of 32.00 feet to a point;

Thence N 0°19'12" E a distance of 77.78 feet to the **POINT OF BEGINNING**.

Said Easement A contains 2,489 square feet (0.057 acres) and is subject to any other easements existing or in use.

**EASEMENT B**

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NE ¼, from which an Aluminum Cap monument marking the northwest corner of the NW ¼ of said Section 33 bears N 89°15'18" W a distance of 2660.59 feet;

Thence along the westerly boundary of said NW ¼ of the NE ¼ S 0°19'12" W a distance of 736.70 feet to a point;

Thence leaving said northerly boundary S 89°40'48" E a distance of 159.00 feet to the **POINT OF BEGINNING**;

Thence continuing S 89°40'48" E a distance of 32.00 feet to a point;

Thence S 0°19'12" W a distance of 31.50 feet to a point;

Thence N 89°40'48" W a distance of 12.00 feet to a point;

Thence S 0°19'12" W a distance of 151.42 feet to a point;

Thence N 89°40'48" W a distance of 20.00 feet to a point;

Thence N 0°19'12" E a distance of 182.92 feet to the **POINT OF BEGINNING**.

Said Easement B contains 4,036 square feet (0.093 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
November 1, 2023

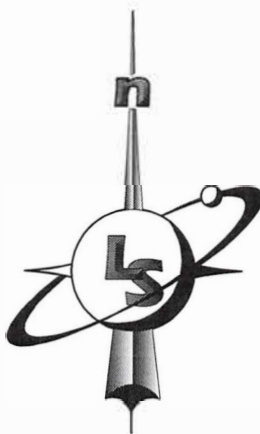
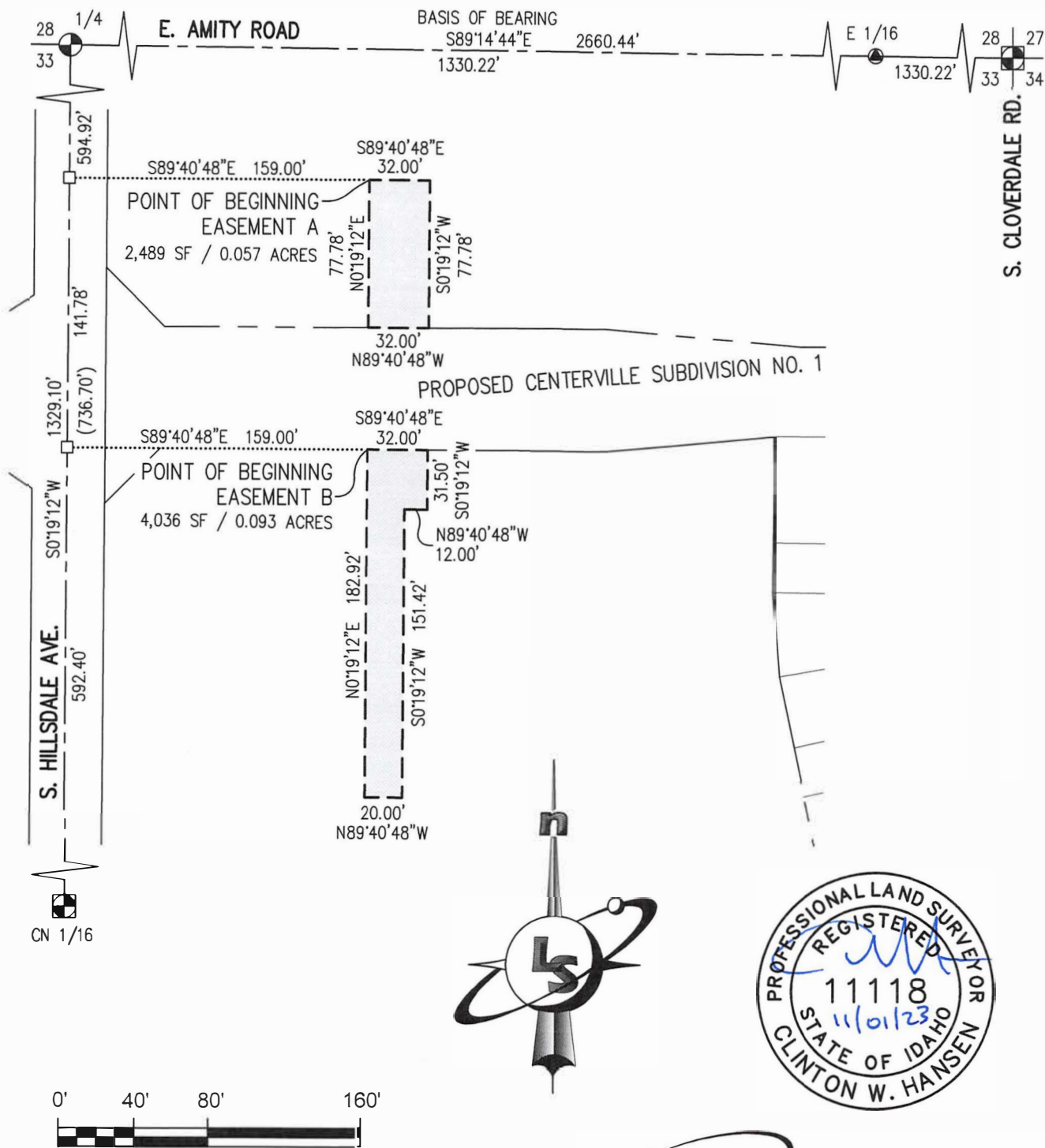


## CITY OF MERIDIAN SEWER &amp; WATER EASEMENTS

## CENTERVILLE SUBDIVISION NO. 1

## VIPER INVESTMENTS PARCEL

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 3  
NORTH, RANGE 1 EAST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO



**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. 20-16

**Legal Description**  
**City of Meridian Sewer & Water Easement**  
**Centerville Subdivision No. 1**  
**Endurance Holdings North Parcel**

An easement being located in the NW ¼ of the NE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NE ¼, from which an Aluminum Cap monument marking the northeast corner of the NE ¼ of said Section 33 bears S 89°14'44" E a distance of 2660.44 feet;

Thence along the northerly boundary of said NW ¼ of the NE ¼ S 89°14'44" E a distance of 1004.14 feet to a point;

Thence leaving said northerly boundary S 0°45'16" W a distance of 197.50 feet to the **POINT OF BEGINNING**;

Thence S 89°14'44" E a distance of 165.90 feet to a point;

Thence S 0°45'16" W a distance of 20.00 feet to a point;

Thence N 89°14'44" W a distance of 165.90 feet to a point;

Thence N 0°45'16" E a distance of 20.00 feet to the **POINT OF BEGINNING**.

This easement contains 3,318 square feet (0.076 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
November 1, 2023

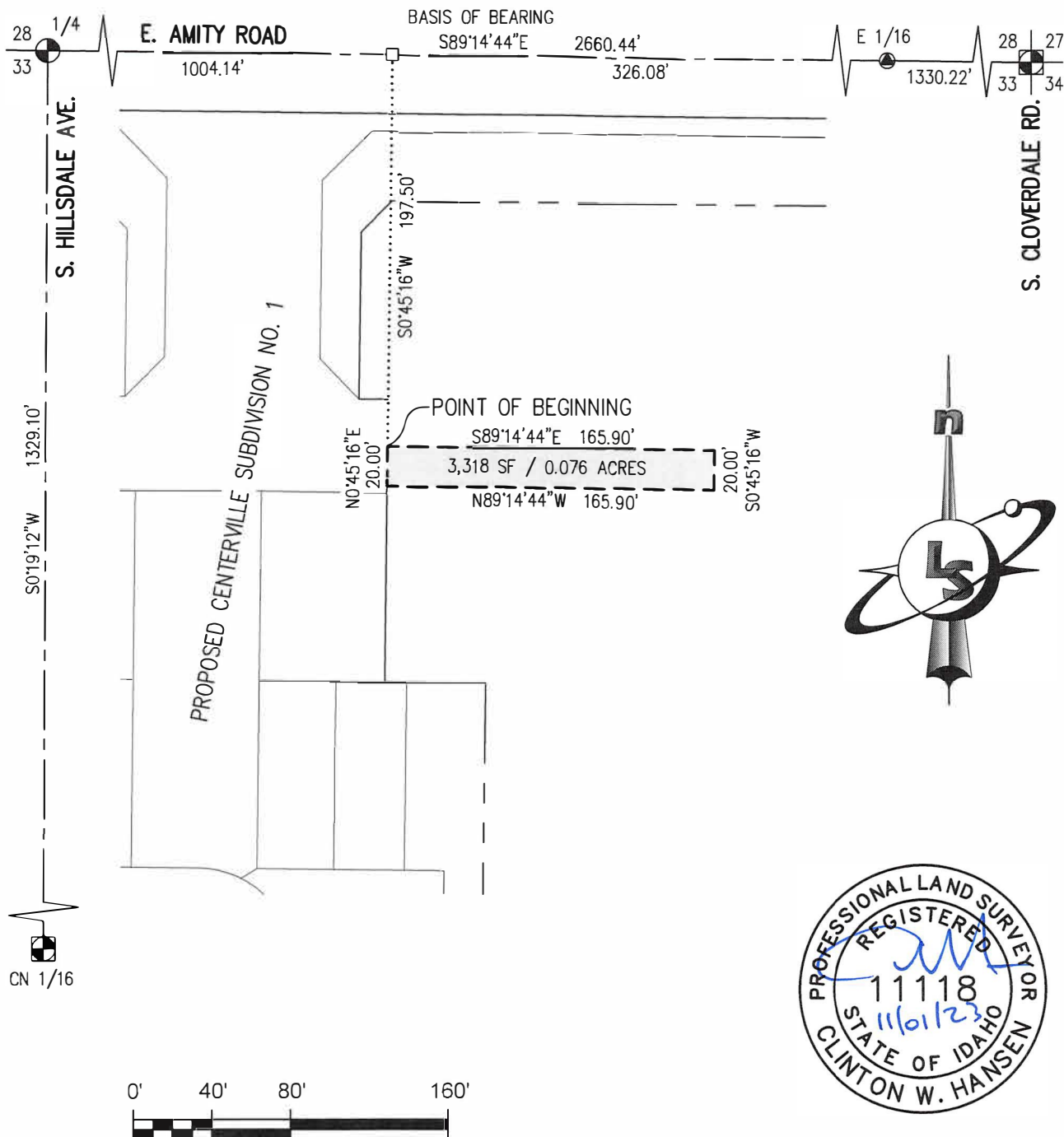


# CITY OF MERIDIAN SEWER & WATER EASEMENT

## CENTERVILLE SUBDIVISION NO. 1

### ENDURANCE HOLDINGS NORTH PARCEL

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 3  
NORTH, RANGE 1 EAST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO



**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. 20-16

**Legal Description**  
**City of Meridian Sewer & Water Easement**  
**Centerville Subdivision No. 1**  
**Endurance Holdings South Parcel**

An easement being located in the NW ¼ of the NE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NE ¼, from which an Aluminum Cap monument marking the northeast corner of the NE ¼ of said Section 33 bears S 89°14'44" E a distance of 2660.44 feet;

Thence along the westerly boundary of said NW ¼ of the NE ¼ S 0°19'12" W a distance of 1033.21 feet to a point;

Thence leaving said boundary S 89°40'48" E a distance of 528.40 feet to the **POINT OF BEGINNING**;

Thence N 78°00'00" E a distance of 20.00 feet to a point;

Thence S 12°00'00" E a distance of 40.50 feet to a point;

Thence S 78°00'00" W a distance of 20.00 feet to a point;

Thence N 12°00'00" W a distance of 40.50 feet to the **POINT OF BEGINNING**.

This easement contains 810 square feet (0.019 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
November 1, 2023

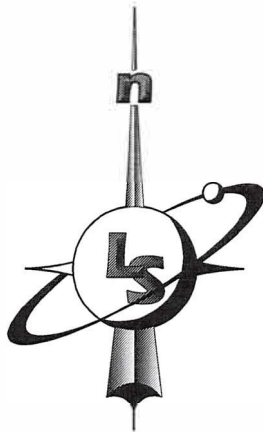
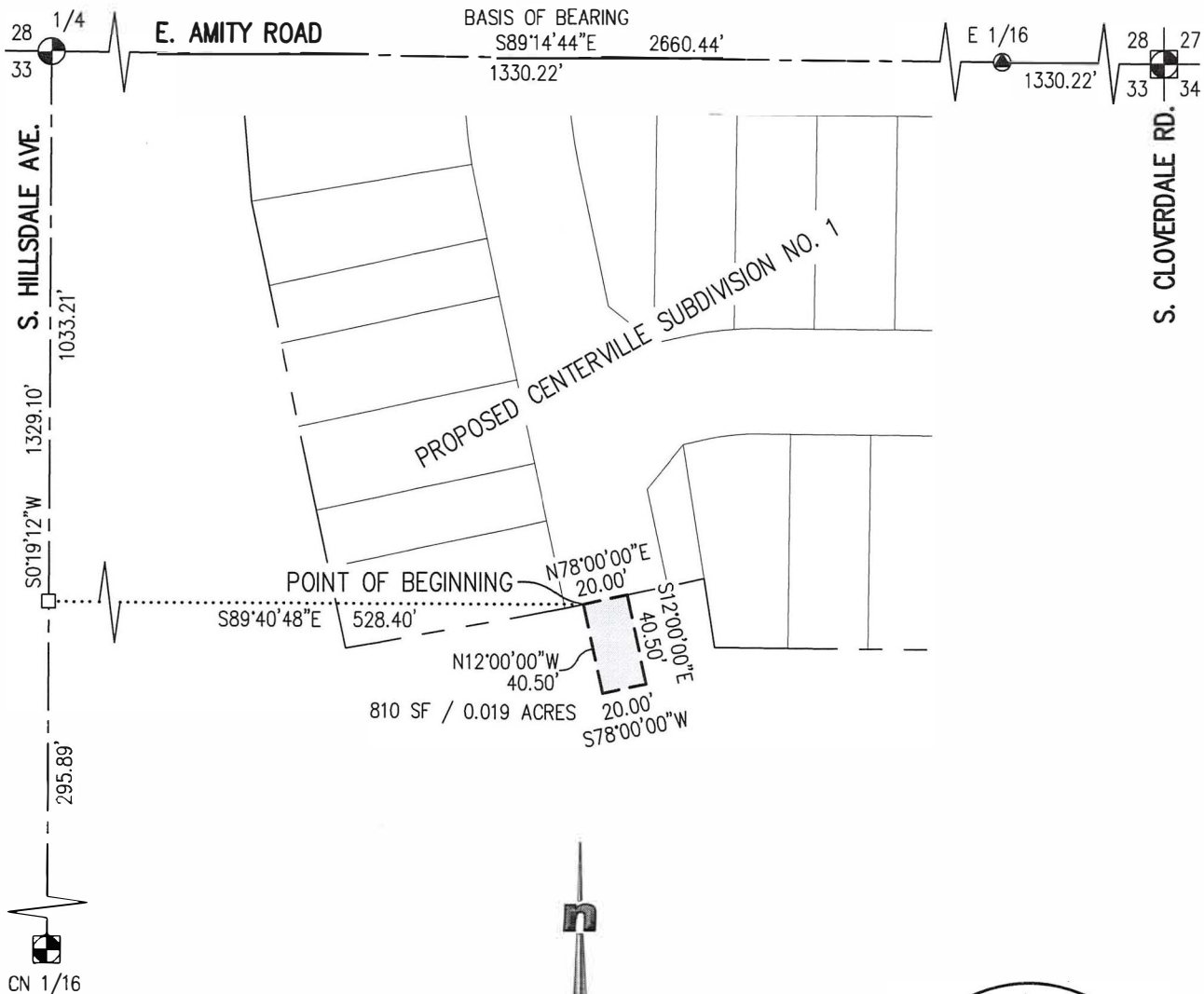


# CITY OF MERIDIAN SEWER & WATER EASEMENT

## CENTERVILLE SUBDIVISION NO. 1

### ENDURANCE HOLDINGS SOUTH PARCEL

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 3  
NORTH, RANGE 1 EAST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO



**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. 20-16



## AGENDA ITEM

**ITEM TOPIC:** Lake Hazel Rd. Sewer and Water Project Sanitary Sewer and Water Main Easement No. 2 (ESMT-2023-0161)

**Project Name (Subdivision):**

**Lake Hazel Rd. Sewer and Water Project**

**Sanitary Sewer & Water Main Easement Number:**

2

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

ESMT-2023-0161

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

THIS Easement Agreement, made this 21 day of November 20 23 between DWT Investments LLC & SCS Investments LLC, ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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

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

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

[END OF TEXT; SIGNATURES TO FOLLOW]

**GRANTOR:**

DWT INVESTMENTS LLC  
an Idaho limited liability company

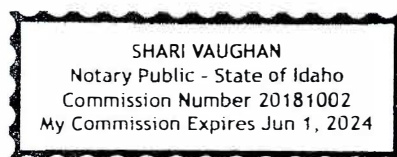
By: Brighton Corporation, an Idaho corporation,  
Manager

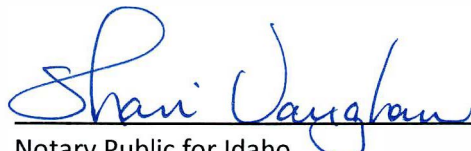
By:   
Robert L. Phillips, President

STATE OF IDAHO       )  
                                  :SS.  
County of Ada        )

On this 30<sup>th</sup> day of October, in the year 2023, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of DWT Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company and acknowledged to me that such company executed the same.

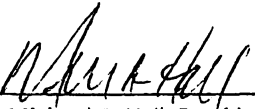
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Notary Public for Idaho  
My Commission Expires: 6-1-2024

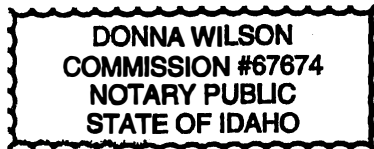
GRANTOR:


SCS INVESTMENTS LLC  
an Idaho limited liability company

By:   
Michael A. Hall, President

STATE OF IDAHO       )  
                                  :SS.  
County of Ada        )

This record was acknowledged before me on October 30, 2023, by **Michael A. Hall**, as the President of SCS Investments LLC, an Idaho limited liability company.



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

GRANTEE: CITY OF MERIDIAN

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

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

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

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

(stamp)

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

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

October 25, 2023  
Project No. 22-023  
Lake Hazel Rd. Sewer and Water Project  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Sewer and Water Easement situated in a portion of Government Lot 4 of Section 6, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 6, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the North 1/4 corner of said Section 6;  
Thence following the northerly line of said Government Lot 4, S89°42'12"E a distance of 655.06 feet;  
Thence leaving said northerly line, S00°17'48"W a distance of 70.50 feet to the proposed southerly right-of-way line of E. Lake Hazel Rd. and being the **POINT OF BEGINNING**.

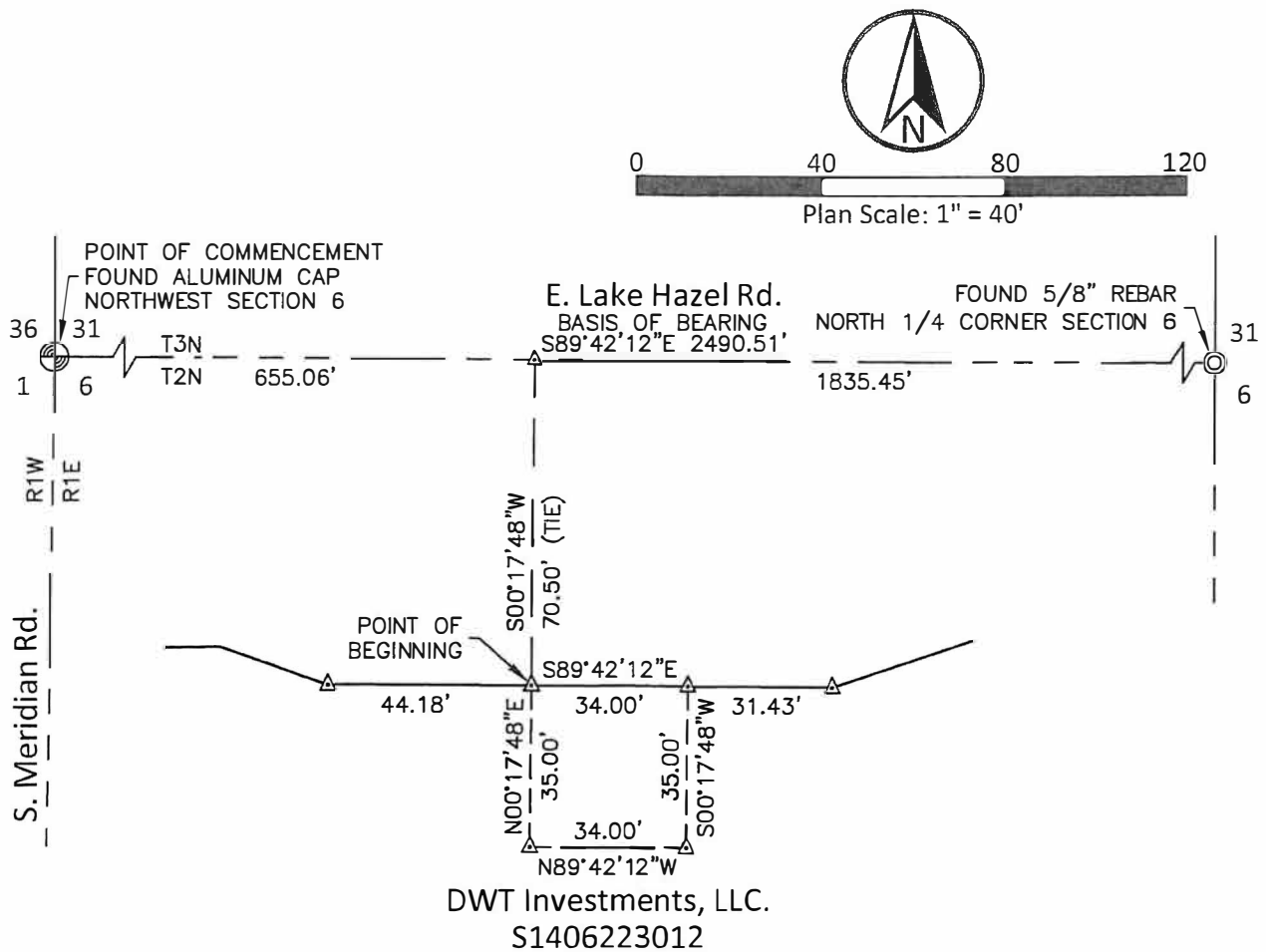
Thence following said proposed southerly right-of-way line, S89°42'12"E a distance of 34.00 feet;  
Thence leaving said proposed southerly right-of-way line, S00°17'48"W a distance of 35.00 feet;  
Thence N89°42'12"W a distance of 34.00 feet;  
Thence N00°17'48"E a distance of 35.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 1,190 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



P:\22-023\CAD\SURVEY\EXHIBITS\22-023 SEWER AND WATER EASEMENT DWT.DWG, AARON BALLARD, 10/25/2023, ESTUDIO907.PC3, 08.5X11 P



#### LEGEND

	FOUND ALUMINUM CAP
	FOUND 5/8" REBAR
	CALCULATED POINT
	SECTION LINE
	PROPOSED R-O-W LINE
	PROPOSED EASEMENT

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

DATE: October 2023

PROJECT: 22-023

SHEET:  
1 OF 1

### Exhibit B - City of Meridian Sewer and Water Easement Lake Hazel Rd. Sewer and Water Project

A portion of Gov't Lot 4, Section 6, T2N, R1E,  
B.M., City of Meridian, Ada County, Idaho



## AGENDA ITEM

**ITEM TOPIC:** Lake Hazel Rd. Sewer and Water Project Sanitary Sewer and Water Main Easement No. 3 (ESMT-2023-0162)

<b>Project Name (Subdivision):</b> <u>Lake Hazel Rd. Sewer and Water Project</u> <b>Sanitary Sewer &amp; Water Main Easement Number:</b> <u>3</u> <small>Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).</small>
--

ESMT-2023-0162

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 21 day of November 2023 between SCSH Properties, LLC, ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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

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

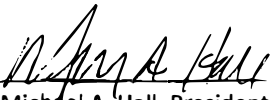
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SCSH PROPERTIES LLC,  
an Idaho limited liability company

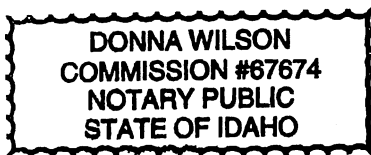
By: SCS Management LLC,  
An Idaho limited liability company,  
Manager

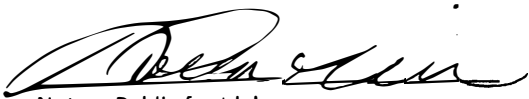
By:   
Michael A. Hall, President

STATE OF IDAHO       )  
                                  :SS.  
County of Ada        )

On this 30 day of October, in the year 2023, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Management LLC, the Manager of SCSH Properties LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company and acknowledged to me that such company executed the same.

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



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

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor      11-21-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk      11-21-2023

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

This record was acknowledged before me on 11-21-2023 (date) by  
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in  
their capacities as Mayor and City Clerk, respectively.

(stamp)

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

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

October 27, 2023  
Project No. 22-023  
Lake Hazel Rd. Sewer and Water Project  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Sewer and Water Easement situated in a portion of Government Lot 3 of Section 6, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

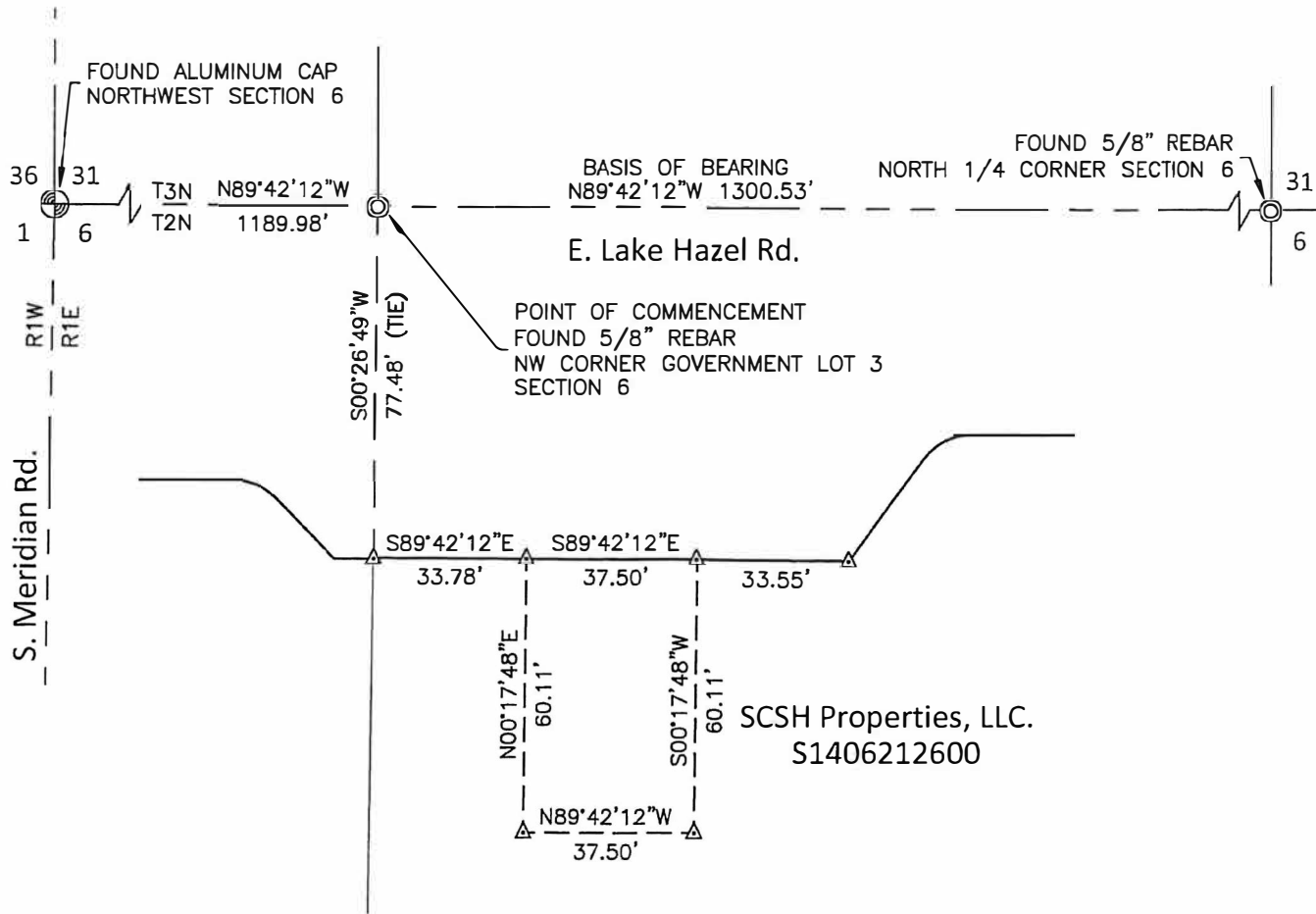
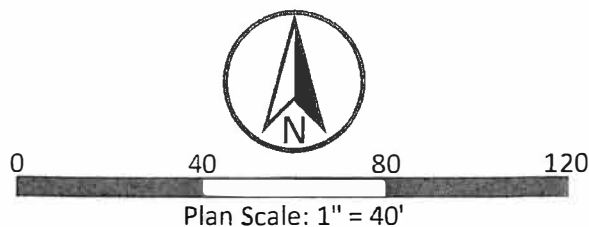
Commencing at a 5/8-inch rebar marking the northwest corner of said Government Lot 3, which bears N89°42'12"W a distance of 1,300.53 feet from a 5/8-inch rebar marking the North 1/4 corner of said Section 6; Thence following the westerly line of said Government Lot 3, S00°26'49"W a distance of 77.48 feet to the proposed southerly right-of-way line of E. Lake Hazel Rd.; Thence leaving said westerly line and following said proposed southerly right-of-way line, S89°42'12"E a distance of 33.78 feet to the **POINT OF BEGINNING**.

Thence following said proposed southerly right-of-way line, S89°42'12"E a distance of 37.50 feet;  
Thence leaving said proposed southerly right-of-way line, S00°17'48"W a distance of 60.11 feet;  
Thence N89°42'12"W a distance of 37.50 feet;  
Thence N00°17'48"E a distance of 60.11 feet to the **POINT OF BEGINNING**.

Said parcel contains 2,254 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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





#### LEGEND

	FOUND ALUMINUM CAP
	FOUND 5/8" REBAR
	CALCULATED POINT
	SECTION LINE
	PROPOSED R-0-W LINE
	PROPOSED EASEMENT

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

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

### Exhibit B - City of Meridian Sewer and Water Easement Lake Hazel Rd. Sewer and Water Project

A portion of Gov't Lot 3, Section 6, T2N, R1E,  
B.M., City of Meridian, Ada County, Idaho



## AGENDA ITEM

ITEM **TOPIC:** Shafer View Terrace Sanitary Sewer and Water Main Easement (ESMT-2023-0165)

**Project Name (Subdivision):**

Shafer View Terrace

**Sanitary Sewer & Water Main Easement Number:**

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

**ESMT-2023-0165**

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 28th day of November 2023 between Shafer View North, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 11-28-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 11-28-2023

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 11-28-2023 (date) by  
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in  
their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2028

### Water and Sewer Easement

An easement over and across a portion of Lot 4, Block 1 of Shafer View Estates Subdivision as recorded in Book 84 of Plats at Pages 9403 and 9404, Records of Ada County, said easement is located in the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**Commencing** at the found aluminum cap monument at the Quarter Corner common to Section 31, T3N, R1E and Section 36, T3N, R1W, from which the found brass cap at the township corner common to Township 3 North, Ranges 1 East and 1 West, and Township 2 North, Ranges 1 East and 1 West bears S 00° 05' 17" E a distance of 2669.99 feet; thence S 00° 05' 17" E along the township line for a distance of 915.40 feet; thence N 89° 54' 43" E for a distance of 400.66 feet to the **POINT OF BEGINNING**;

Thence N 28° 48' 47" E for a distance of 100.03 feet;

Thence 103.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 29°45'10" and a long chord bearing N 13° 56' 12" E a distance of 102.69 feet;

Thence N 00° 56' 23" W for a distance of 108.06 feet;

Thence N 04° 38' 55" E for a distance of 83.46 feet;

Thence 30.26 feet along a curve to the left, said curve having a radius of 250.00 feet, a central angle of 06°56'03" and a long chord bearing N 87° 27' 34" E a distance of 30.24 feet;

Thence S 04° 38' 55" W for a distance of 85.78 feet;

Thence S 00° 56' 23" E for a distance of 106.59 feet;

Thence 37.42 feet along a curve to the right, said curve having a radius of 230.00 feet, a central angle of 09°19'19" and a long chord bearing S 03° 43' 17" W a distance of 37.38 feet;

Thence S 87° 09' 55" E for a distance of 126.22 feet;

Thence S 03° 59' 33" E for a distance of 30.21 feet;

Thence N 87° 09' 55" W for a distance of 134.75 feet;

(CONTINUED ON NEXT PAGE)

Thence 51.59 feet along a curve to the right, said curve having a radius of 230.00 feet, a central angle of  $12^{\circ}51'05''$  and a long chord bearing  $S\ 22^{\circ}23'14''\ W$  a distance of 51.48 feet;

Thence  $S\ 28^{\circ}48'47''\ W$  for a distance of 107.74 feet to the northerly right-of-way of E. Shafer View Drive;

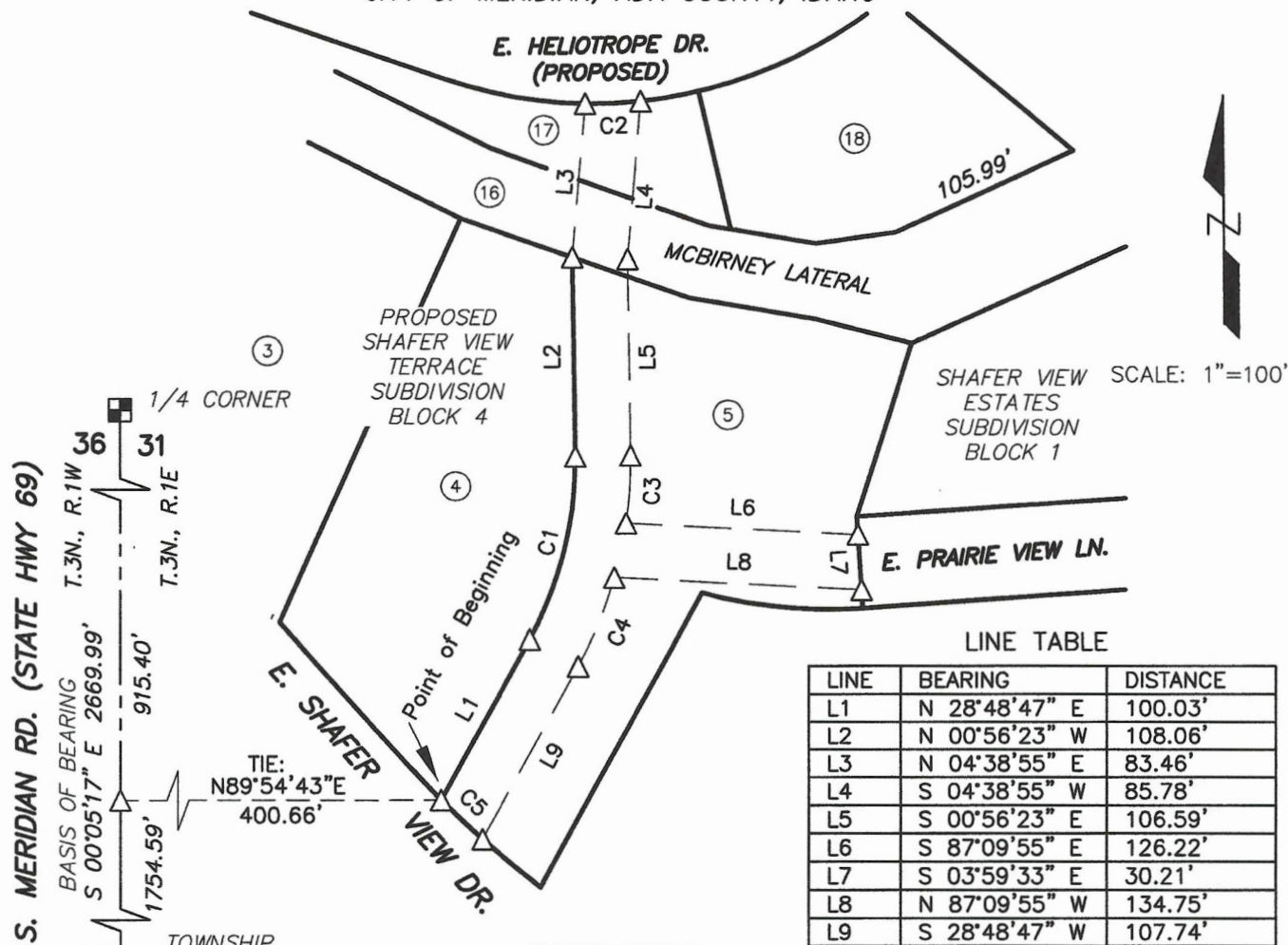
Thence along said right-of-way 30.98 feet along a curve to the right, said curve having a radius of 475.00 feet, a central angle of  $03^{\circ}44'13''$  and a long chord bearing  $N\ 46^{\circ}46'53''\ W$  a distance of 30.97 feet to the **POINT OF BEGINNING**.

Easement contains 0.370 acres, or 16,125 square feet, more or less.



# EXHIBIT MAP

WATER and SEWER EASEMENT  
OVER A PORTION OF LOT 4, BLOCK 1, SHAFER VIEW ESTATES SUBDIVISION,  
BOOK 84, PAGES 9403-9404, RECORDS OF ADA COUNTY, IDAHO,  
LYING WITHIN THE N 1/2 OF THE SW 1/4 OF SECTION 31, T.3N., R.1E., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°48'47" E	100.03'
L2	N 00°56'23" W	108.06'
L3	N 04°38'55" E	83.46'
L4	S 04°38'55" W	85.78'
L5	S 00°56'23" E	106.59'
L6	S 87°09'55" E	126.22'
L7	S 03°59'33" E	30.21'
L8	N 87°09'55" W	134.75'
L9	S 28°48'47" W	107.74'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	103.86'	200.00'	29°45'10"	N 13°56'12" E	102.69'
C2	30.26'	250.00'	6°56'03"	N 87°27'34" E	30.24'
C3	37.42'	230.00'	9°19'19"	S 03°43'17" W	37.38'
C4	51.59'	230.00'	12°51'05"	S 22°23'14" W	51.48'
C5	30.98'	475.00'	3°44'13"	N 46°46'53" W	30.97'

## LEGEND

- SECTION LINE
- PROPOSED LOT LINE
- EASEMENT
- ⊕ BRASS CAP MONUMENT
- ⊞ ALUMINUM CAP MONUMENT
- △ CALCULATED POINT



**ACCURATE**  
SURVEYING & MAPPING

1520 W. Washington St.  
Boise, Idaho 83702  
(208) 488-4227

[www accuratesurveyors.com](http://www accuratesurveyors.com)

DATE: OCT., 2023

JOB 20-227



## AGENDA ITEM

ITEM **TOPIC:** SWIG Lost Rapids Subdivision Water Main Easement (ESMT-2023-0163)

**Project Name (Subdivision):**

Project: SWIG / Subdivision: Lost Rapids Subdivision

**Water Service Easement Number: ESMT-2023-0163**

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

**WATER SERVICE EASEMENT**

THIS Easement Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between GFI - Meridian Investments II, LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

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

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

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

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

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

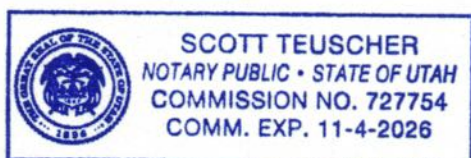
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

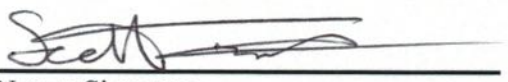
GRANTOR: GFI - Meridian Investments II, LLC

  
\_\_\_\_\_  
Utah  
STATE OF ~~IDAHO~~ ) ss  
Davis )  
County of ~~Ada~~ )

This record was acknowledged before me on 10/30/2023 (date) by Trevor Gasser  
(name of individual), [complete the following *if* signing in a representative capacity, or *strike*  
the following *if* signing in an individual capacity] on behalf of GFI - Meridian Investments II, LLC  
(name of entity on behalf of whom record was executed), in the following representative  
capacity: Manager (type of authority such as officer or trustee)

(stamp)



  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 11-4-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )

: ss.

County of Ada )

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

(stamp)

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

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

October 6, 2023  
Lost Rapids West Subdivision  
Project No. 23-214  
City of Meridian Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Water Easement being a portion of Lot 2, Block 1 of Lost Rapids West Subdivision (Book 125 of Plats, Pages 20126-20128) situated in the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a found 5/8-inch rebar marking the Southeast corner of said Lot 2, which bears S89°17'16"E a distance of 85.00 feet from a 1/2-inch rebar marking the Southwest corner of said Lot 2, thence following the southerly line of said Lot 2, N89°17'16"W a distance of 16.96 feet;  
Thence leaving said southerly line, N00°42'44"E a distance of 15.00 feet to the northerly line of an existing City of Meridian sewer and water easement as described per Instrument No. 2019-077073 and being the **POINT OF BEGINNING**.

Thence following said northerly existing easement line, N89°17'16"W a distance of 20.00 feet;  
Thence leaving said northerly existing easement line, N00°37'42"E a distance of 20.00 feet;  
Thence S89°17'16"E a distance of 20.00 feet;  
Thence S00°37'42"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 400 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

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



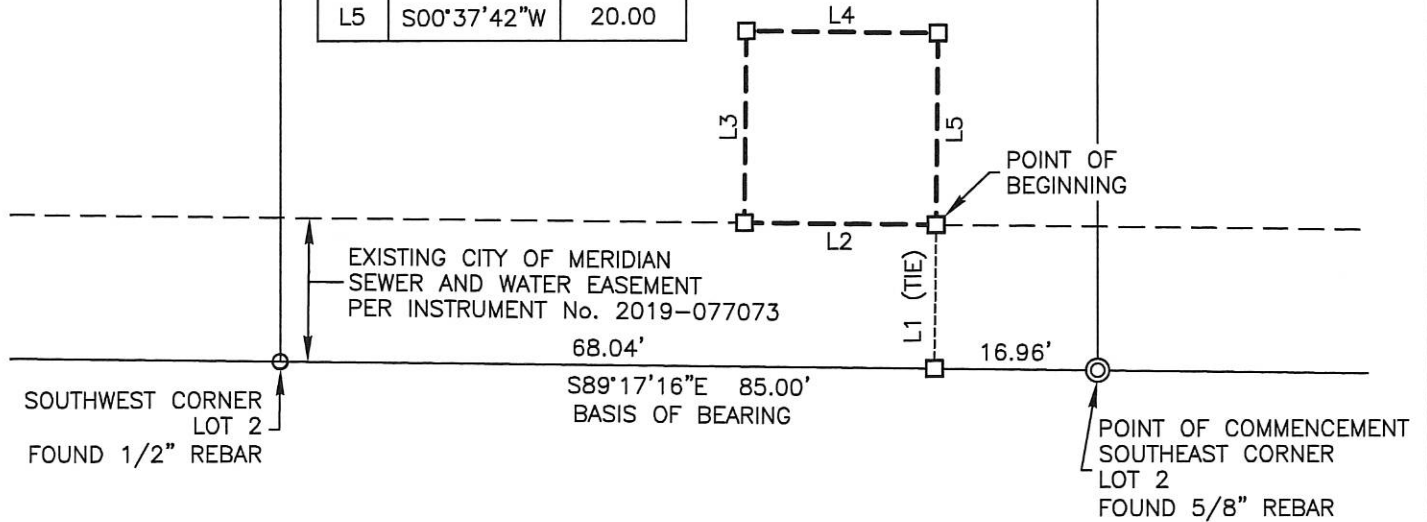
P:\23-214\CAD\SURVEY\EXHIBITS\23-214 WATER EASEMENT.DWG, KOBE ZIMMERMAN, 10/6/2023, DWG TO PDF.PC3, 08.5X11 P [PDF]

Lot 2, Block 1  
Lost Rapids West Subdivision

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°42'44"E	15.00
L2	N89°17'16"W	20.00
L3	N00°37'42"E	20.00
L4	S89°17'16"E	20.00
L5	S00°37'42"W	20.00

Lot 1, Block 1  
Lost Rapids  
West Subdivision

Lot 5, Block 1  
Lost Rapids  
Subdivision



Lot 3, Block 1  
Lost Rapids Subdivision



Plan Scale: 1" = 20'

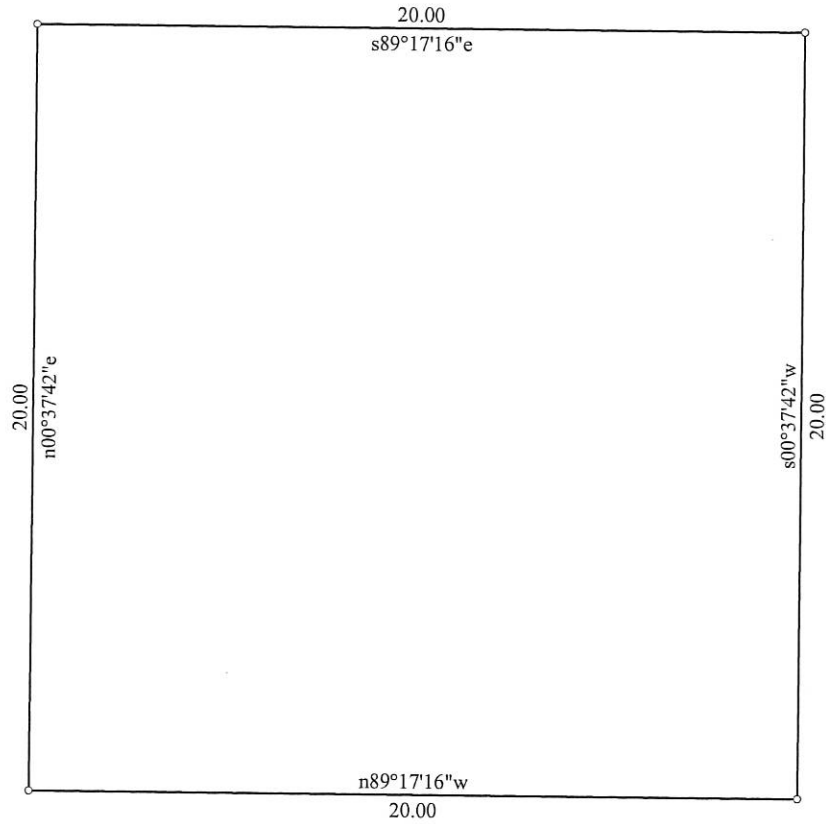


DATE: October 2023  
PROJECT: 23-214

SHEET:  
1 OF 1

Exhibit B  
City of Meridian Water Easement

A Portion of Lot 2, Block 1 of Lost Rapids West Subdivision  
NE 1/4 Sec. 27, T4N., R1W., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 10-06-2023
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.009 Acres: 400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 80 Feet		
001=n89.1716w 20.00	003=s89.1716e 20.00	
002=n00.3742e 20.00	004=s00.3742w 20.00	



## AGENDA ITEM

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

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: NOVEMBER 8, 2023**  
**ORDER APPROVAL DATE: NOVEMBER 21, 2023**

**IN THE MATTER OF THE** )  
**REQUEST FOR FINAL PLAT** )  
**CONSISTING OF 21 BUILDING** )  
**LOTS AND 1 COMMON LOT ON** )  
**3.16 ACRES OF LAND IN THE R-8** )  
**ZONING DISTRICT FOR** )  
**PRAIRIEFIRE SUBDIVISION.** )  
 )  
**BY: KENT BROWN PLANNING** )  
**SERVICES** )  
**APPLICANT** )  
\_\_\_\_\_)  
 )

**CASE NO. FP-2023-0023**

**ORDER OF CONDITIONAL**  
**APPROVAL OF FINAL PLAT**

This matter coming before the City Council on November 8, 2023 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

**IT IS HEREBY ORDERED THAT:**

1. The Final Plat of “PLAT SHOWING PRAIRIEFIRE SUBDIVISION,  
LOCATED IN THE SOUTHEAST OF SECTION 31, TOWNSHIP 4N, RANGE  
1E, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, 2023,  
HANDWRITTEN DATE: 9/20/2023, by MITCHELL R. POWER, PLS, SHEET

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT  
FOR (PRAIRIEFIRE SUBDIVISION – FILE FP-2023-0023)

1 OF 3,” is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated November 8, 2023, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, and the response letter from Kent Brown, a true and correct copy of which is attached hereto marked “Exhibit B” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:

- 2.1 The plat dimensions are approved by the City Engineer; and
- 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

## **NOTICE OF FINAL ACTION**

### **AND RIGHT TO REGULATORY TAKINGS ANALYSIS**

The Applicant is hereby notified that pursuant to Idaho Code § 67-8003, the Owner may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

**Please take notice** that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code§ 67-52.

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By:

\_\_\_\_\_  
Robert Simison  
Mayor, City of Meridian

Attest:

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

Copy served upon the Applicant, Planning and Development Services Divisions of the Community Development Department and City Attorney.

By: \_\_\_\_\_ Dated: \_\_\_\_\_

## EXHIBIT A

### STAFF REPORT

#### COMMUNITY DEVELOPMENT DEPARTMENT



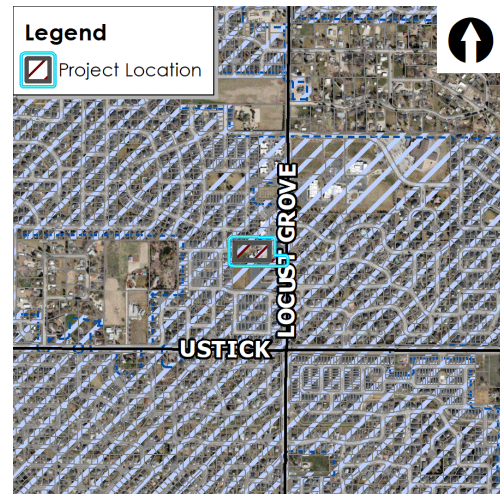
HEARING DATE: November 8, 2023

TO: Mayor & City Council

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

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

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



### I. PROJECT DESCRIPTION

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

### II. APPLICANT INFORMATION

#### A. Applicant:

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

#### B. Owner:

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

#### C. Representative:

Same as Applicant

### III. STAFF ANALYSIS

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

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

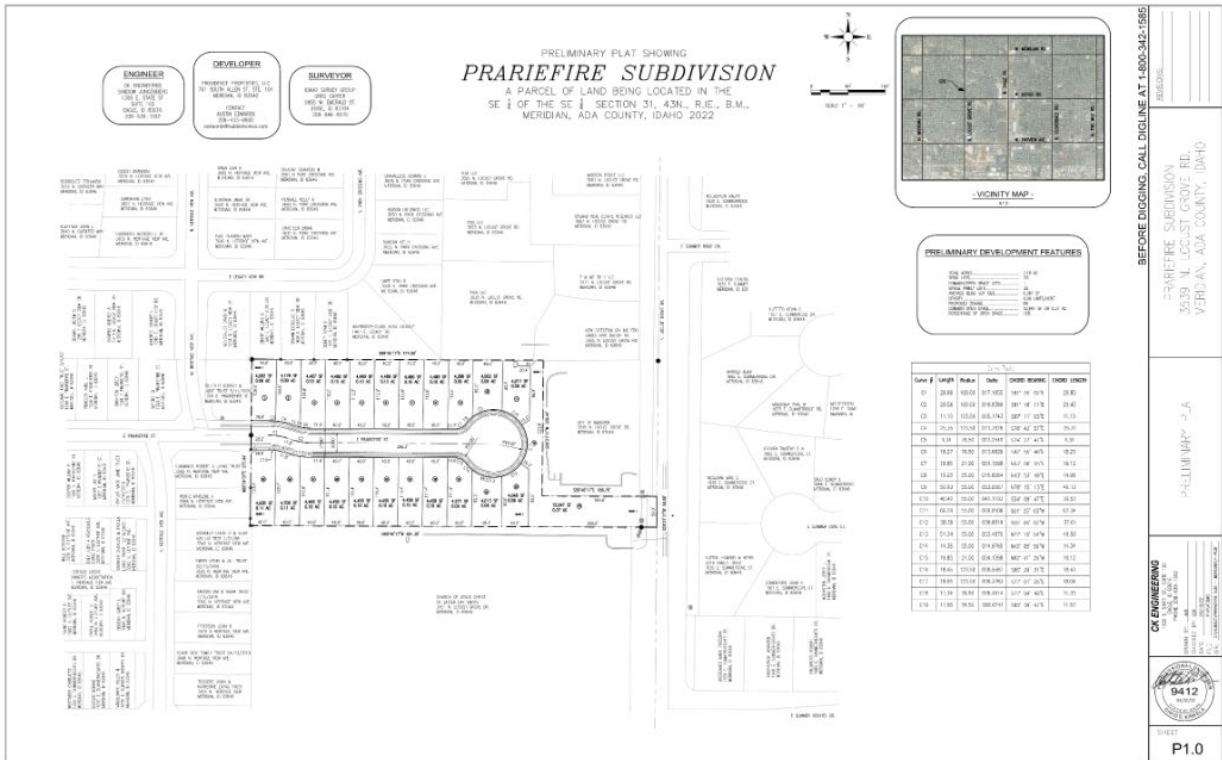
amount of common open space area is the same. Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

#### **IV. DECISION**

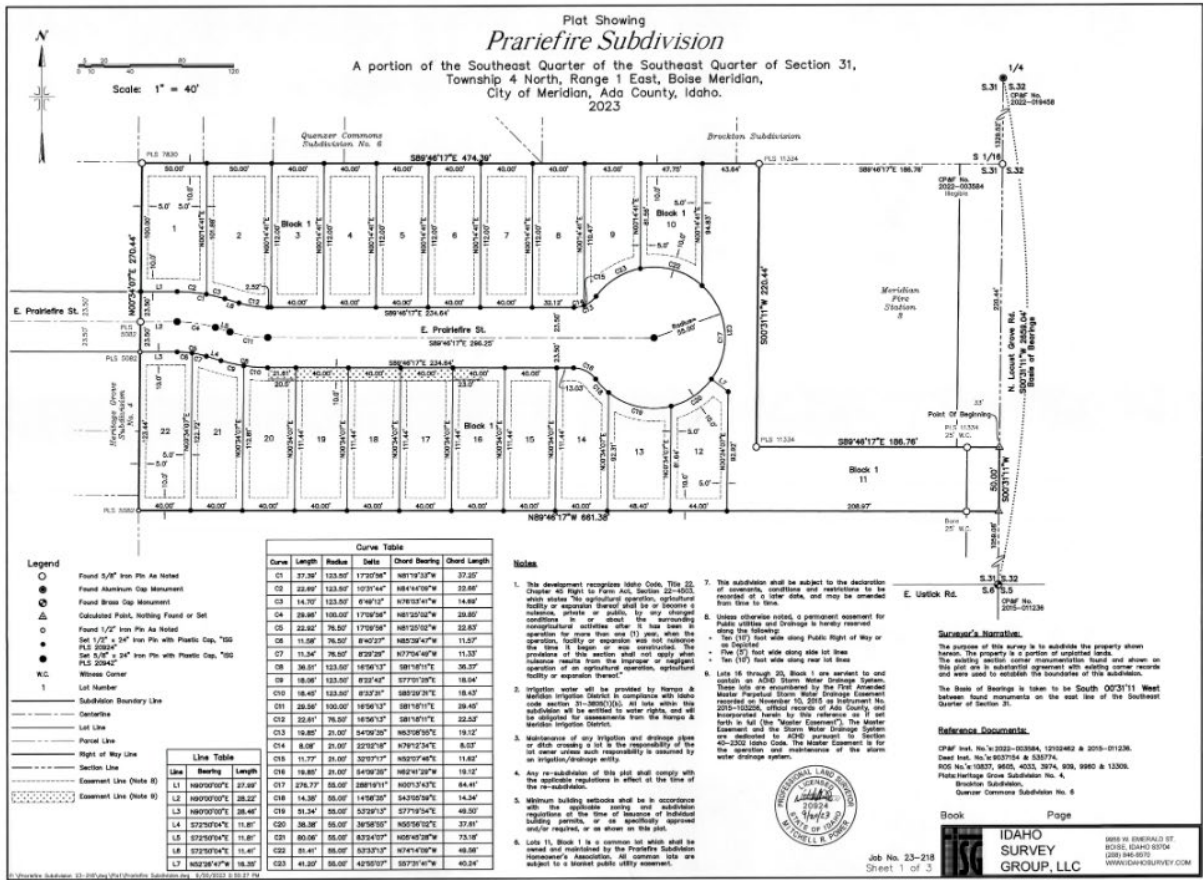
Staff recommends approval of the proposed final plat per the conditions noted in Section VI of this report.

## V. EXHIBITS

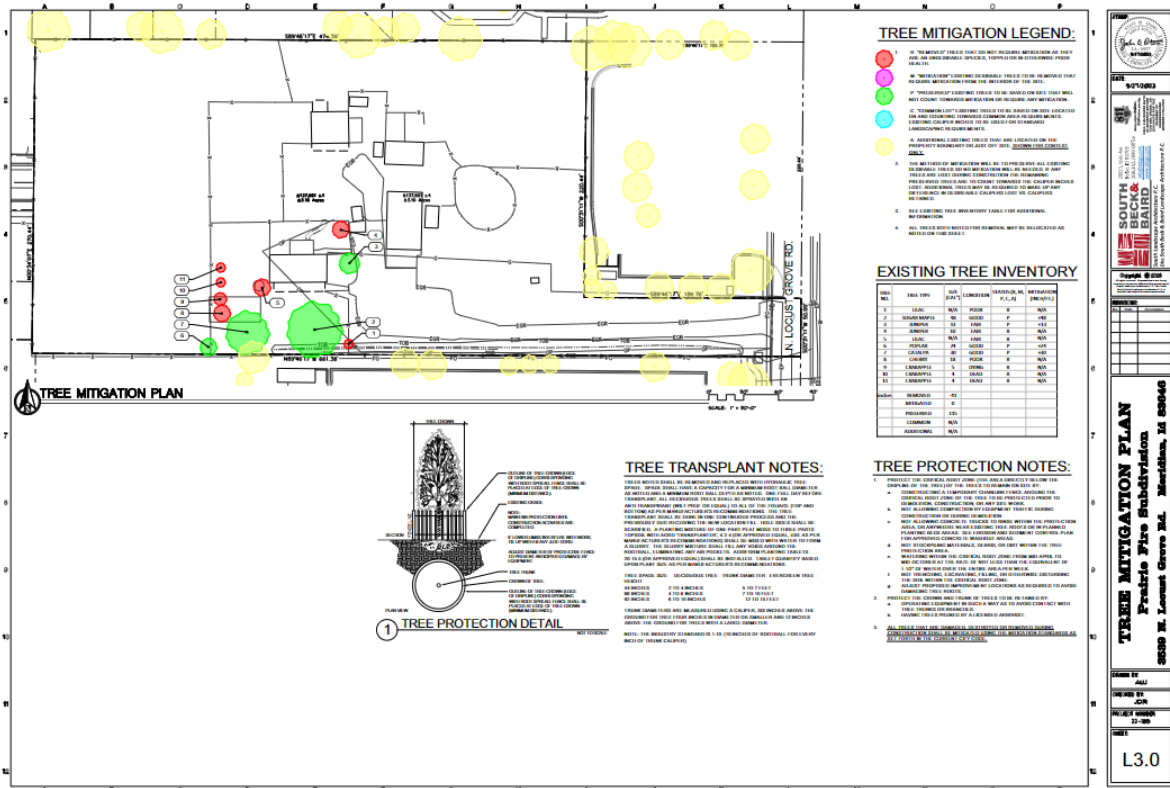
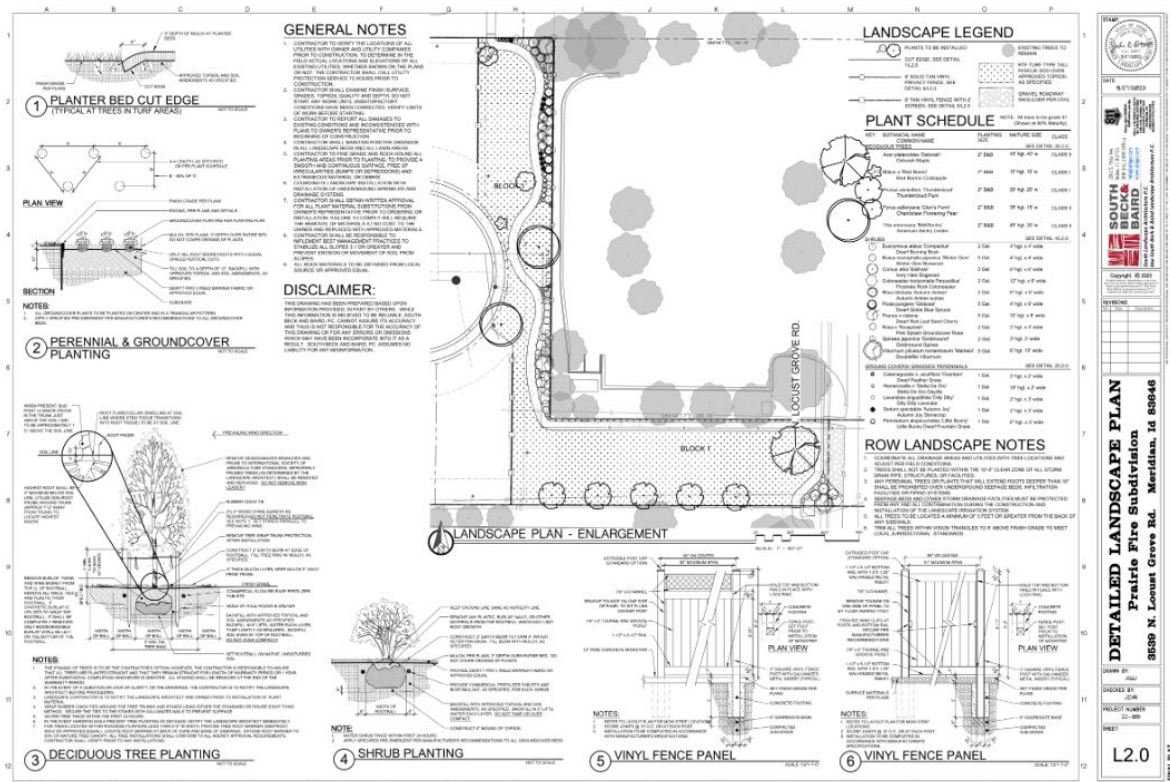
### A. Preliminary Plat (dated: 4/22/2022)



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



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



## D. Conceptual Elevations

Preliminary Prairiefire Home Elevation Examples



## VI. CITY/AGENCY COMMENTS & CONDITIONS

### A. Planning Division

#### Site Specific Conditions:

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

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

**B. Public Works**

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

## EXHIBIT B

**Charlene Way**

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**From:** kent brown <kentlkb@gmail.com>  
**Sent:** Friday, October 27, 2023 1:46 PM  
**To:** Stacy Hersh  
**Cc:** Bill Parsons; Bill Nary; Kurt Starman; Chris Johnson; Tina Lomeli; Charlene Way  
**Subject:** Re: Prairiefire Subdivision FP-2023-0023

External Sender - Please use caution with links or attachments.

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Stacy the developer has reviewed the staff report and are in agreement with the conditions of Approval

Kent Brown

On Thu, Oct 26, 2023 at 10:56 AM Stacy Hersh <[shersh@meridiancity.org](mailto:shersh@meridiancity.org)> wrote:

Good Morning,

Attached is the staff report for the final plat for Prairiefire Subdivision. This item is scheduled to be on the consent agenda at the City Council work session on November 8, 2023. The meeting will be held at City Hall, 33 E. Broadway Avenue, beginning at 4:30 pm. Please call or e-mail with any questions.

If you are *not* in agreement with the provisions in the staff report, please submit a written response to the staff report to the City Clerk's office ([comment@meridiancity.org](mailto:comment@meridiancity.org)) and me as soon as possible and the item will be placed on the regular meeting agenda at a subsequent meeting for discussion.

Best regards,

**Stacy Hersh | Associate Planner**

City of Meridian | Community Development Department

33 E. Broadway Ave., Meridian, Idaho 83642

Phone: (208)-489-0576, Fax: (208)-887-1297



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*All e-mail messages sent to or received by City of Meridian e-mail accounts are subject to the Idaho law,  
in regards to both release and retention, and may be released upon request, unless exempt from disclosure by law.*

--

Kent Brown

**Kent Brown Planning Services**

3161 E. Springwood Drive

Meridian, ID 83642

P: 208-871-6842



## AGENDA ITEM

**ITEM TOPIC:** Final Plat for Sagarra Subdivision No. 2 (FP-2023-0016) by Sagarra Phase 1, LLC., generally located at the southeast corner of N. Bergman Ave. and W. Orchard Park Dr.

# STAFF REPORT

## COMMUNITY DEVELOPMENT DEPARTMENT

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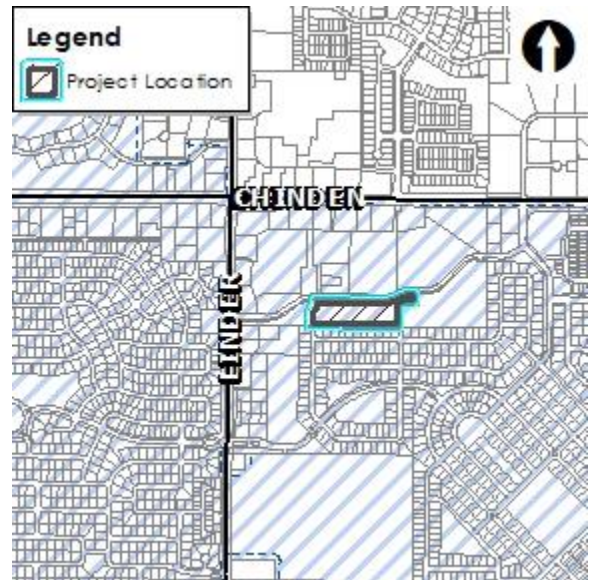
HEARING DATE: 11/21/2023

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner  
208-884-5533

SUBJECT: Sagarra Subdivision No. 2 – FP, PS  
FP-2023-0016; A-2023-0138

LOCATION: Generally located at the southwest corner of N. Bergman Ave. and W. Orchard Park Dr., in the NW 1/4 of Section 25, T.4N., R.1W.



### I. PROJECT DESCRIPTION

Final plat consisting of 63 buildable lots and 10 common lots on 10.39 acres of land in the R-8 zoning district.

### II. APPLICANT INFORMATION

#### A. Applicant:

Michael Slavin, Sagarra Phase 1, LLC – 404 S. 8<sup>th</sup> St., #300A1, Boise, ID 83702

#### B. Owner

Lynx Investments, LLLP – 198 N. Al Fresco Pl., Boise, ID 83712

#### C. Applicant Representative:

Ross Erickson, Erickson Civil, Inc. – 6213 N. Cloverdale Rd., Ste. 125, Boise, ID 83713

### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat ([H-2022-0027](#)) as required by UDC 11-6B-3C.2. The submitted final plat is for the same number of building lots and common area as approved with the preliminary plat; therefore, the proposed plat is in substantial compliance with the approved preliminary plat as required.

Staff has reviewed the application for private streets within the development as shown on the final plat. The 26-foot wide streets are proposed to be located in common lots in the subdivision and will connect to local streets; the point of connection of the private streets to the public streets is subject to approval by ACHD. The Fire Dept. has approved the request contingent upon both sides of the street

Page 2

EXISTING ZONING: R-B (PARCELS 1-5); C-C (PARCEL #6)

**PROPOSED ZONING:** R-B (PARCELS 3-5); C-C (PARCEL #6)

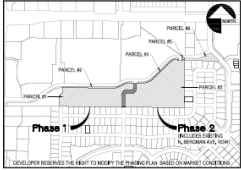
TOTAL ACRAGE: \_\_\_\_\_

## LOT SUMMARY

<b>RESIDENTIAL LOT SUMMARY</b>		
TOTAL SINGLE FAMILY DETACHED	32 LOTS	32 UNITS
TOTAL ATTACHED TOWNHOMES	78 LOTS	78 UNITS
TOTAL MULTI-FAMILY RESIDENTIAL	1 LOTS	29 UNITS
<b>RESIDENTIAL BUILDING LOT TOTAL</b>		
	113 LOTS	139 UNITS
<b>COMMON LOT SUMMARY</b>		
TOOL SHED & GOLF WASH BUILDING (COMMON LOT 3-S)	1 LOT	1 UNIT
CLUB HOUSE & POOL (20 MULTI-FAMILY LOT 34-S)	0 LOTS	1 UNIT
PRIVATE STREETS (COMMON LOTS 4-S, 27-S & 29-S)	1 LOTS	0 UNITS
LANDSCAPE COMMON LOTS	35 LOTS	0 UNITS
COMMON LOT TOTAL	39 LOTS	2 UNITS

TOTAL PROJECT  
GROSS RESIDENTIAL

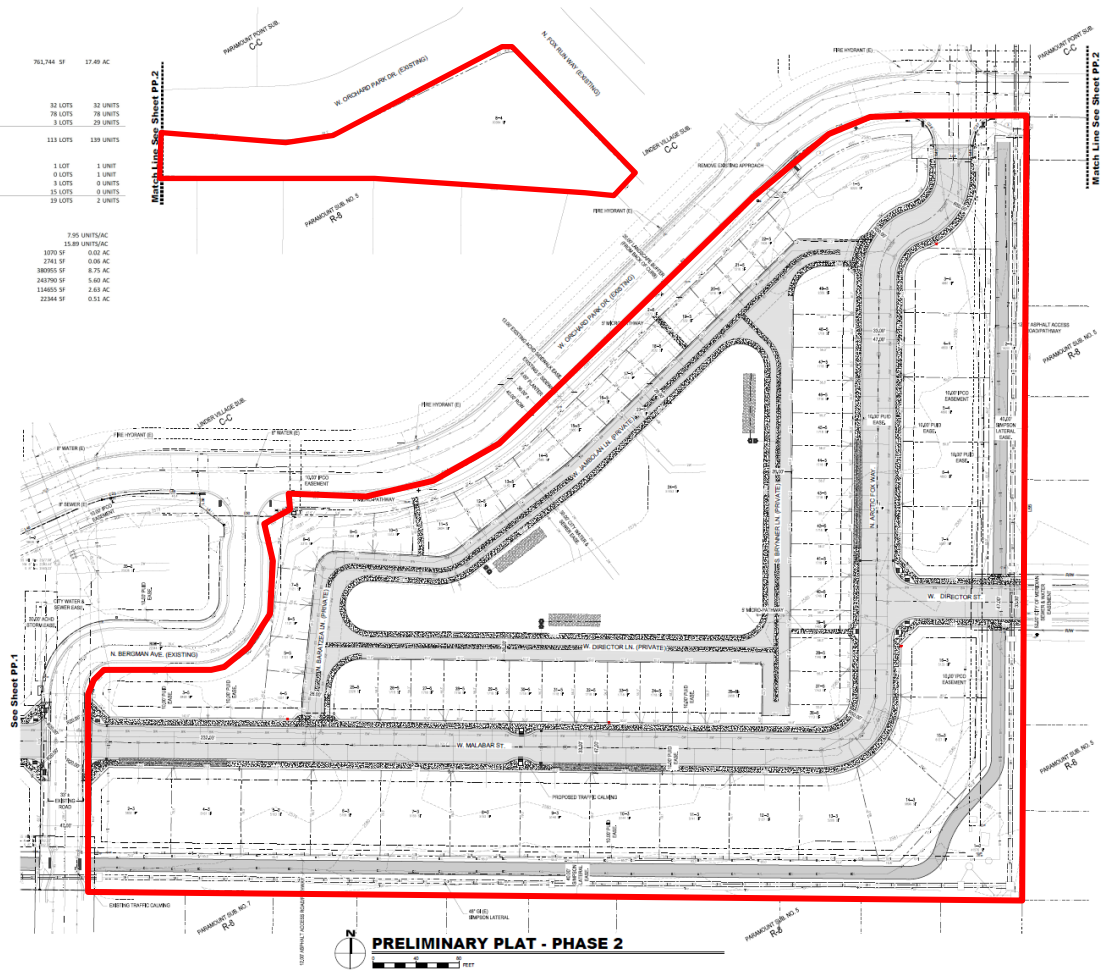
<b>TOTAL PROJECT</b>		
GROSS RESIDENTIAL BUILDING LOT DENSITY =		7.95 UNITS/AC
NET RESIDENTIAL BUILDING LOT DENSITY =		15.80 UNITS/AC
MINIMUM LOT SIZE =	1070 SF	0.02 AC
AVERAGE RESIDENTIAL BUILDING LOT SIZE =	2741 SF	0.06 AC
RESIDENTIAL BUILDING LOT AREA =	380955 SF	8.75 AC
COMMON LOT AREA =	243790 SF	5.60 AC
ROW AREA (NEW) =	114605 SF	2.63 AC
ROW AREA (EXISTING BERGMAN ROW INCLUDED IN PLAT) =	22344 SF	0.51 AC



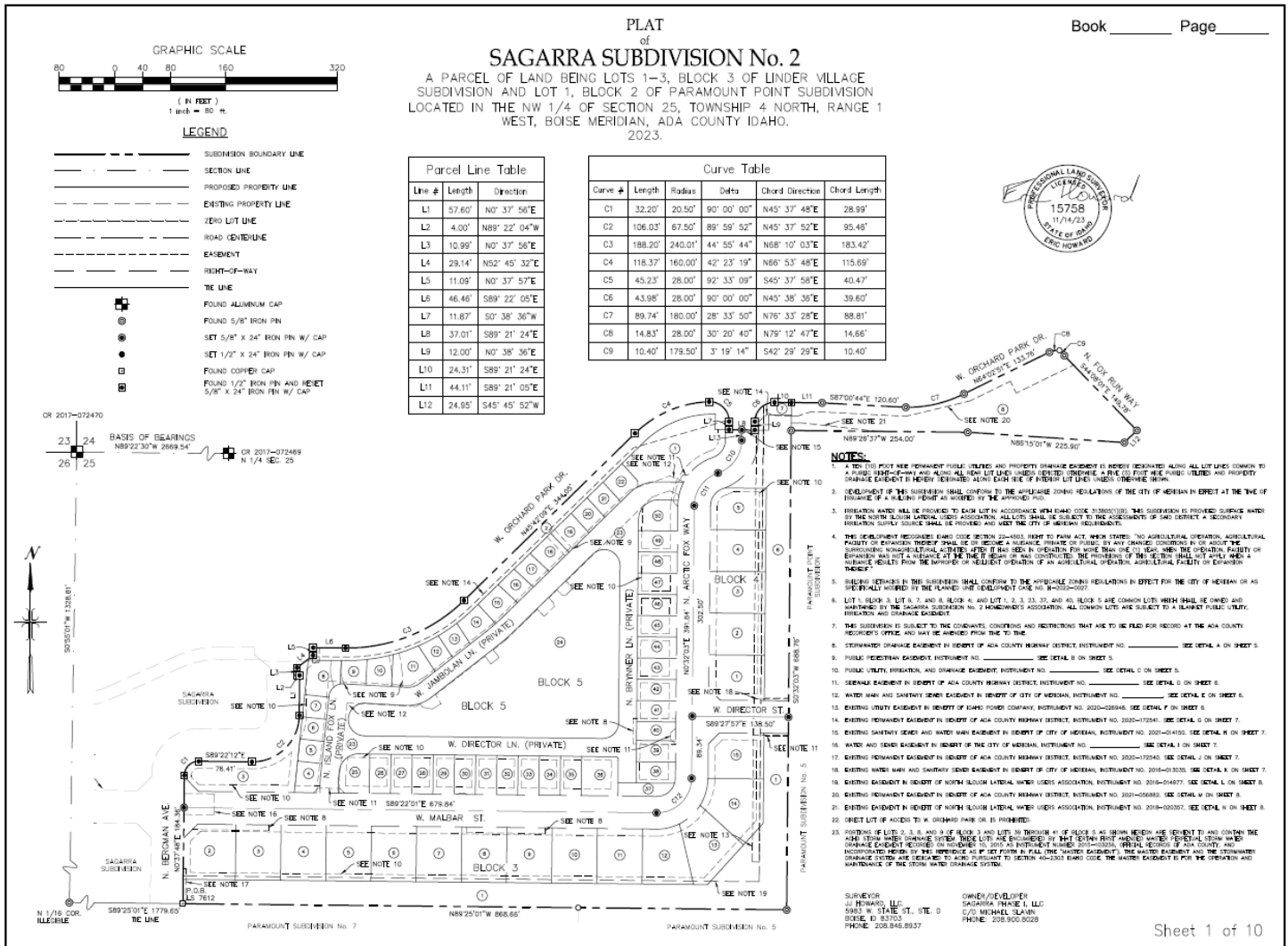
## Flashing Plan

PARCEL #1

- PACELT #1**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 5 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #2**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 7 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #3**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 1 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #4**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 1 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #5**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 5 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #6**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 7 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #7**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 5 BLK 1 LINDER VILLAGE SUB  
1341 W. ORCHARD PARK DR.  
MERCEDON, ID 83846
- PACELT #8**  
CURRENT PROFORMED ZONE: R-6 PUD  
LOT 1 BLK 1 PARKWAY POINT SUB  
806 N. FOUNTAIN DR.  
MERCEDON, ID 83846



# B. Final Plat (date: 11/14/2023)



## SAGARRA SUBDIVISION No. 2

Book \_\_\_\_\_ Page \_\_\_\_\_

Parcel Line Table

Line #	Length	Direction
L1	57.60	N0° 37' 56"E
L2	4.00	N89° 27' 04"W
L3	15.89	N0° 37' 56"E
L4	28.14	N02° 45' 32"E
L5	11.05	N0° 37' 57"E
L6	46.48	S89° 27' 05"E
L7	15.87	S0° 38' 30"W
L8	37.07	S89° 21' 24"E
L9	13.00	N0° 38' 36"E
L10	24.37	S89° 21' 24"E
L11	44.17	S89° 21' 03"E
L12	24.95	S45° 45' 53"W
L13	15.00	N0° 32' 03"E
L14	21.88	S0° 38' 36"W
L15	20.00	S89° 21' 24"E
L16	15.07	N0° 37' 58"E
L17	15.04	N0° 32' 03"E
L18	15.07	S0° 37' 59"W
L19	32.34	S89° 21' 24"E
L20	14.86	N0° 37' 57"E
L21	20.00	N89° 21' 24"W
L22	22.00	N0° 38' 36"E
L23	40.20	N0° 32' 03"E
L24	8.57	S0° 37' 59"W
L25	17.88	N02° 45' 32"E
L26	6.95	S0° 02' 55"W
L27	11.26	N52° 45' 33"E
L28	2.02	S89° 27' 05"E
L29	55.35	S89° 27' 05"E
L30	10.65	N45° 42' 09"E
L31	37.77	S42° 42' 16"E
L32	17.44	N6° 03' 05"E
L33	19.08	N45° 42' 09"E
L34	37.98	S48° 50' 03"E
L35	28.48	N45° 41' 03"E
L36	17.97	N45° 41' 03"E
L37	11.32	N45° 41' 03"E
L38	8.00	S0° 37' 59"W
L39	8.00	N0° 37' 59"E
L40	8.00	S0° 37' 59"W

Parcel Line Table

Line #	Length	Direction
L41	61.34	N89° 27' 57"W
L42	61.34	S89° 27' 57"E
L43	14.04	S7° 03' 29"W
L44	12.34	S77° 11' 05"E
L45	5.75	N89° 56' 05"W
L46	12.27	N77° 11' 06"W
L47	12.41	N7° 03' 29"E
L48	4.00	N0° 32' 29"E
L49	4.00	S36° 33' 42"W
L50	4.00	S0° 32' 03"W
L51	4.00	N39° 29' 35"W
L52	9.41	S40° 48' 45"E
L53	9.41	S79° 17' 33"W
L54	8.85	N42° 04' 35"W
L55	8.85	S43° 20' 33"W
L56	5.39	N87° 33' 58"W
L57	4.77	N89° 22' 01"W
L58	5.39	S88° 49' 54"W
L59	8.21	N48° 57' 47"W
L60	10.43	N0° 33' 29"E
L61	8.21	N00° 01' 54"E
L62	23.04	N08° 49' 16"E
L63	21.77	S86° 57' 57"E
L64	14.90	N86° 57' 57"W
L65	26.26	S70° 41' 53"W
L66	14.25	S44° 17' 51"E
L67	13.33	S43° 42' 09"W
L68	11.56	N44° 17' 51"W
L69	16.56	S43° 42' 09"W
L70	5.37	S14° 22' 27"E
L71	14.25	N43° 57' 17"W
L72	22.58	S52° 04' 31"W
L73	14.00	S37° 49' 48"E
L74	15.00	S52° 04' 31"W
L75	14.00	N37° 49' 29"W
L76	15.07	S30° 10' 44"E
L77	14.62	N80° 34' 27"W
L78	5.63	N30° 10' 44"W
L79	7.40	S38° 49' 16"W

Parcel Line Table

Line #	Length	Direction
L80	25.00	S0° 37' 59"W
L81	10.00	N89° 27' 57"W
L82	11.87	S0° 38' 36"W
L83	4.98	N89° 21' 13"W
L84	12.86	N0° 38' 36"E
L85	17.87	S48° 25' 02"W
L86	18.90	N89° 22' 03"W
L87	3.11	N62° 40' 32"E
L88	11.09	N0° 37' 57"E
L89	5.00	S89° 21' 24"E
L90	11.80	N0° 38' 36"E
L91	11.80	N0° 38' 36"E
L92	19.50	N48° 43' 20"E
L93	11.24	S70° 55' 18"E
L94	21.93	S89° 21' 24"E
L95	19.15	N0° 32' 03"E
L96	24.31	N89° 21' 24"W
L97	12.00	S0° 38' 36"W
L98	3.00	S0° 38' 36"W
L99	3.01	N0° 38' 36"E
L100	4.02	N89° 25' 01"W
L101	4.02	N89° 25' 01"W
L102	19.15	S0° 32' 03"W
L103	19.15	S0° 32' 03"W
L104	8.42	S89° 21' 56"E
L105	19.44	N72° 11' 56"E
L106	15.83	S89° 21' 56"E
L107	64.95	N64° 02' 00"E
L108	19.00	S25° 08' 01"W
L109	19.00	N46° 08' 01"W
L110	10.87	N0° 32' 01"E
L111	12.92	N88° 18' 34"E

Curve Table

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	32.20	20.50	90° 00' 00"	N45° 37' 48"E	28.99
C2	106.03	67.50	89° 59' 52"	N45° 37' 52"E	95.48
C3	188.20	240.00	44° 50' 44"	N89° 10' 03"E	163.42
C4	118.27	160.00	42° 23' 10"	N66° 53' 48"E	115.69
C5	45.23	28.00	92° 33' 09"	S45° 37' 58"E	40.47
C6	43.88	28.00	90° 00' 00"	N40° 39' 36"E	39.60
C7	89.74	180.00	28° 33' 50"	N76° 33' 28"E	86.81
C8	14.83	28.00	30° 20' 40"	N79° 12' 47"E	14.88
C9	10.40	178.50	3° 19' 14"	S42° 29' 29"E	10.40
C10	62.00	50.00	71° 06' 04"	N36° 00' 00"E	58.14
C11	62.00	50.00	71° 06' 04"	S36° 00' 00"W	58.14
C12	78.63	50.00	90° 00' 56"	N45° 35' 07"E	70.77
C13	9.48	100.00	5° 20' 56"	S3° 20' 57"W	9.48
C14	7.02	74.00	5° 20' 56"	S3° 20' 57"W	7.02
C15	41.33	28.00	84° 34' 04"	S48° 20' 57"W	37.68
C16	30.37	20.00	87° 00' 00"	N49° 33' 55"E	27.53
C17	25.30	20.00	72° 43' 57"	S42° 25' 54"W	23.72
C18	4.98	20.00	14° 16' 03"	S85° 55' 54"W	4.97
C19	74.94	23.54	182° 25' 56"	N01° 50' 53"E	47.06
C20	38.63	54.00	40° 59' 24"	N72° 34' 13"E	37.81
C21	20.53	28.00	40° 59' 24"	N72° 34' 13"E	19.61
C22	202.32	258.00	44° 50' 44"	N88° 10' 03"E	197.17
C23	31.41	258.00	6° 58' 28"	N87° 06' 41"E	31.39
C24	38.11	258.00	6° 27' 40"	N79° 25' 30"E	38.07
C25	38.43	258.00	6° 32' 06"	N70° 55' 39"E	38.40
C26	32.22	258.00	7° 08' 15"	N63° 04' 58"E	32.20
C27	32.02	258.00	7° 06' 42"	N59° 56' 59"E	32.00
C28	30.13	258.00	6° 41' 28"	N49° 02' 55"E	30.11
C29	27.81	250.00	6° 22' 23"	N48° 53' 20"E	27.79
C30	16.53	250.00	3° 47' 14"	N50° 10' 54"E	16.52
C31	11.28	250.00	2° 30' 08"	N48° 59' 43"E	11.28
C32	30.70	278.00	6° 22' 23"	N48° 53' 20"E	30.68
C33	54.12	23.00	134° 49' 54"	S88° 52' 54"E	42.47
C34	41.38	53.00	44° 50' 50"	N68° 10' 04"E	40.51
C35	13.45	53.00	14° 30' 40"	S52° 59' 29"W	13.42
C36	28.11	53.00	30° 23' 10"	S76° 26' 24"W	27.78
C37	44.53	28.00	90° 00' 56"	S45° 35' 07"W	39.63
C38	91.21	73.50	71° 06' 04"	S36° 00' 00"W	86.47
C39	7.57	73.50	5° 53' 57"	S3° 29' 07"W	7.56
C40	27.26	73.50	21° 15' 07"	S01° 03' 33"W	27.11

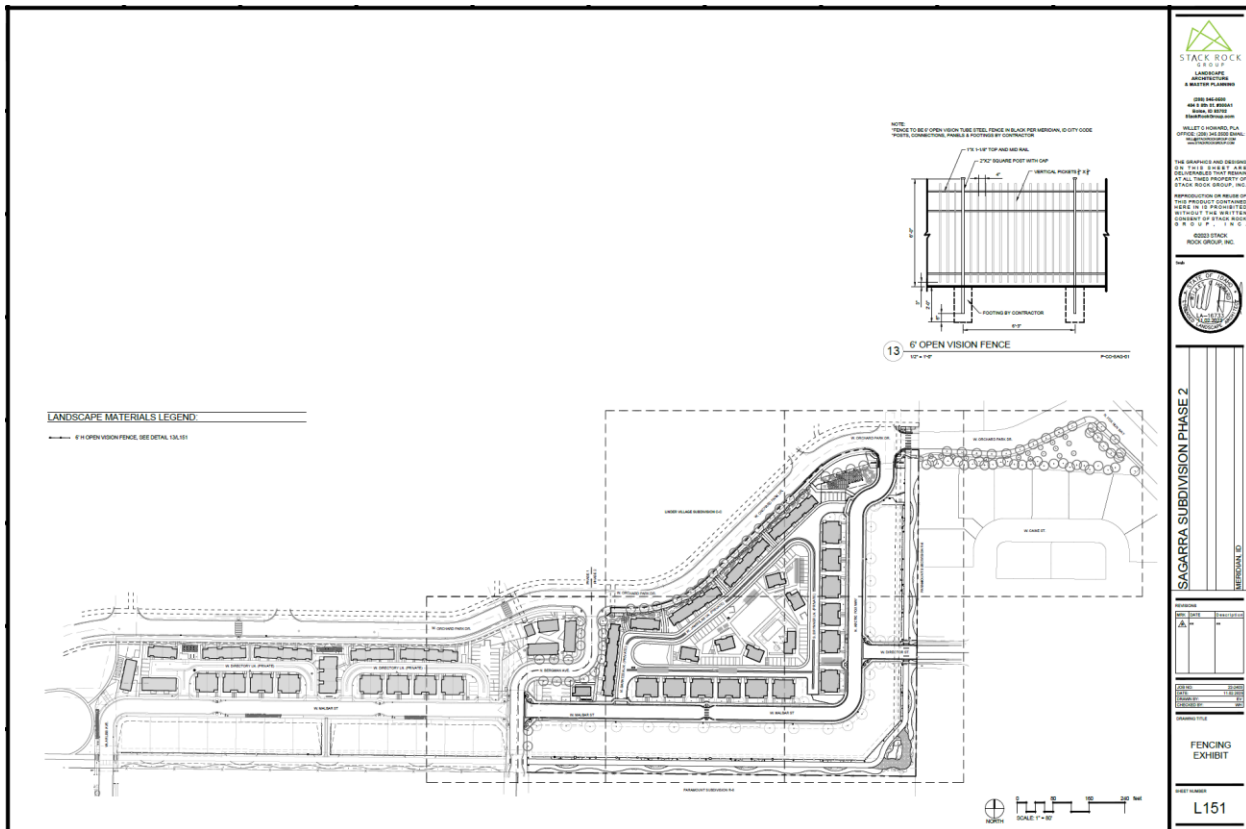
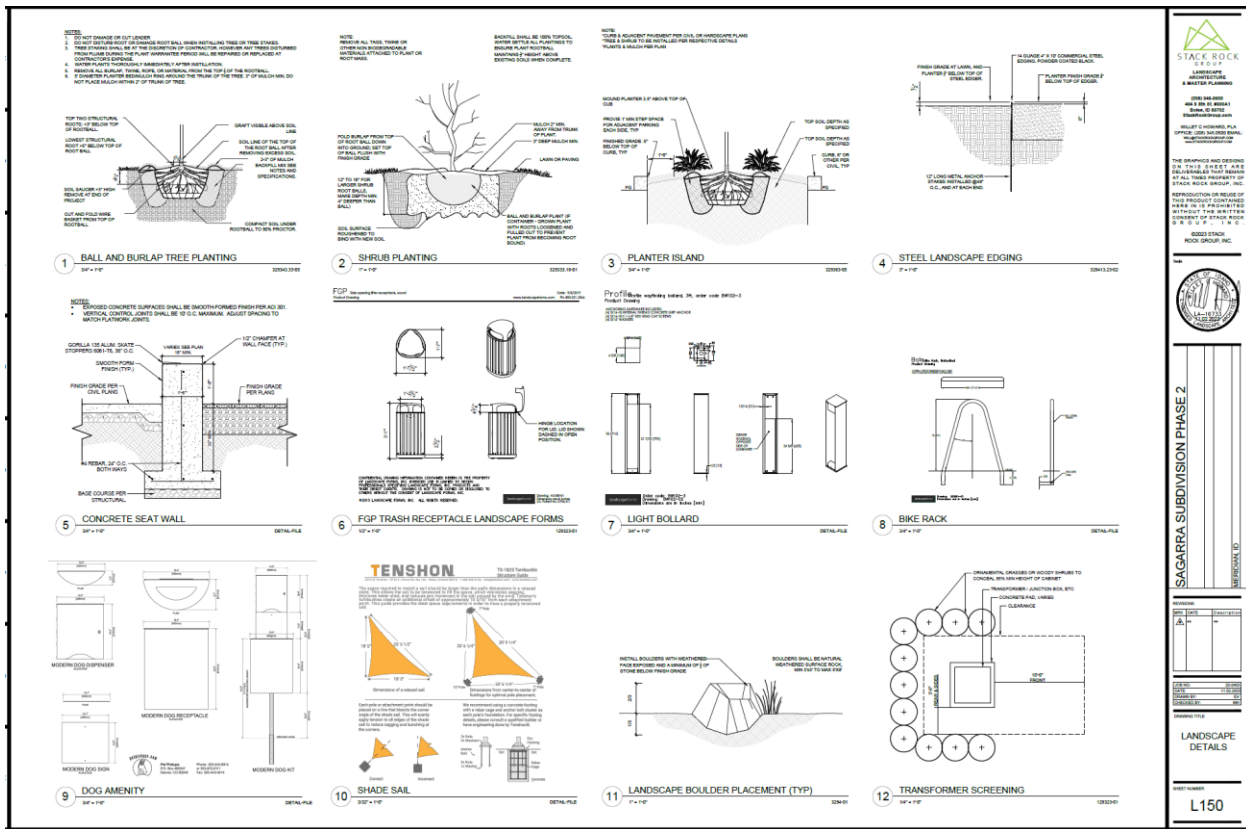
Curve Table

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C41	91.21	73.50	71° 06' 04"	S36° 00' 00"W	85.47
C42	113.50	142.00	45° 47' 49"	S88° 36' 03"W	110.50
C43	91.21	73.50	71° 06' 04"	N36° 00' 00"E	85.47
C44	88.48	73.50	88° 58' 20"	N30° 01' 10"E	83.23
C45	2.73	73.50	2° 07' 39"	N70° 34' 17"E	2.73
C46	32.80	28.50	71° 06' 04"	S36° 00' 00"W	30.82
C47	115.58	73.50	90° 00' 56"	N45° 35' 07"E	104.03
C48	34.53	73.50	38° 54' 50"	N77° 10' 31"E	34.21
C49	40.53	73.50	31° 30' 30"	N47° 50' 19"E	40.02
C50	40.53	73.50	31° 30' 30"	N16° 19' 48"E	40.01
C51	41.87	26.50	90° 00' 56"	N45° 35' 07"E	37.91
C52	34.26	26.50	14° 04' 43"	N53° 35' 36"E	31.93
C53	7.41	26.50	16° 01' 13"	N8° 32' 40"E	7.38
C54	32.88	26.50	71° 06' 04"	N36° 00' 00"E	30.82
C55	7.95	22.50	20° 14' 35"	S7° 03' 48"E	7.91
C56	14.64	20.00	41° 58' 18"	S72° 05' 46"W	14.31
C57	13.25	37.50	20° 14' 35"	N7° 03' 46"W	13.18
C58	21.62	125.16	9° 53' 48"	N1° 28' 12"W	21.59
C59	23.05	304.63	4° 20' 07"	N8° 35' 08"W	23.04
C60	15.04	258.00	3° 20' 27"	N74° 51' 30"E	15.04
C61	25.34	319.63	4° 32' 29"	N8° 41' 19"W	25.33
C62	24.10	140.16	9° 51' 05"	N1° 29' 32"W	24.07
C63	40.39	85.00	28° 55' 28"	S18° 38' 46"W	39.96
C64	48.31	73.50	37° 39' 35"	S19° 21' 50"W	47.45
C65	20.08	73.50	13° 29' 23"	S20° 21' 42"W	20.02
C66	11.48	28.00	23° 29' 36"	N12° 23' 24"E	11.40
C67	15.85	28.00	32° 23' 43"	N40° 20' 08"E	15.62
C68	188.20	240.00	44° 50' 44"	N88° 10' 03"E	183.42
C69	118.37	180.00	42° 23' 10"	N66° 53' 48"E	115.69
C70	45.23	28.00	92° 33' 09"	S45° 37' 58"E	40.47
C71	188.42	253.00	44° 50' 48"	S88° 10' 03"W	183.30
C72	43.88	28.00	90° 00' 00"	S40° 39' 36"W	39.60
C73	18.67	28.00	34° 06' 38"	S73° 35' 18"W	18.42

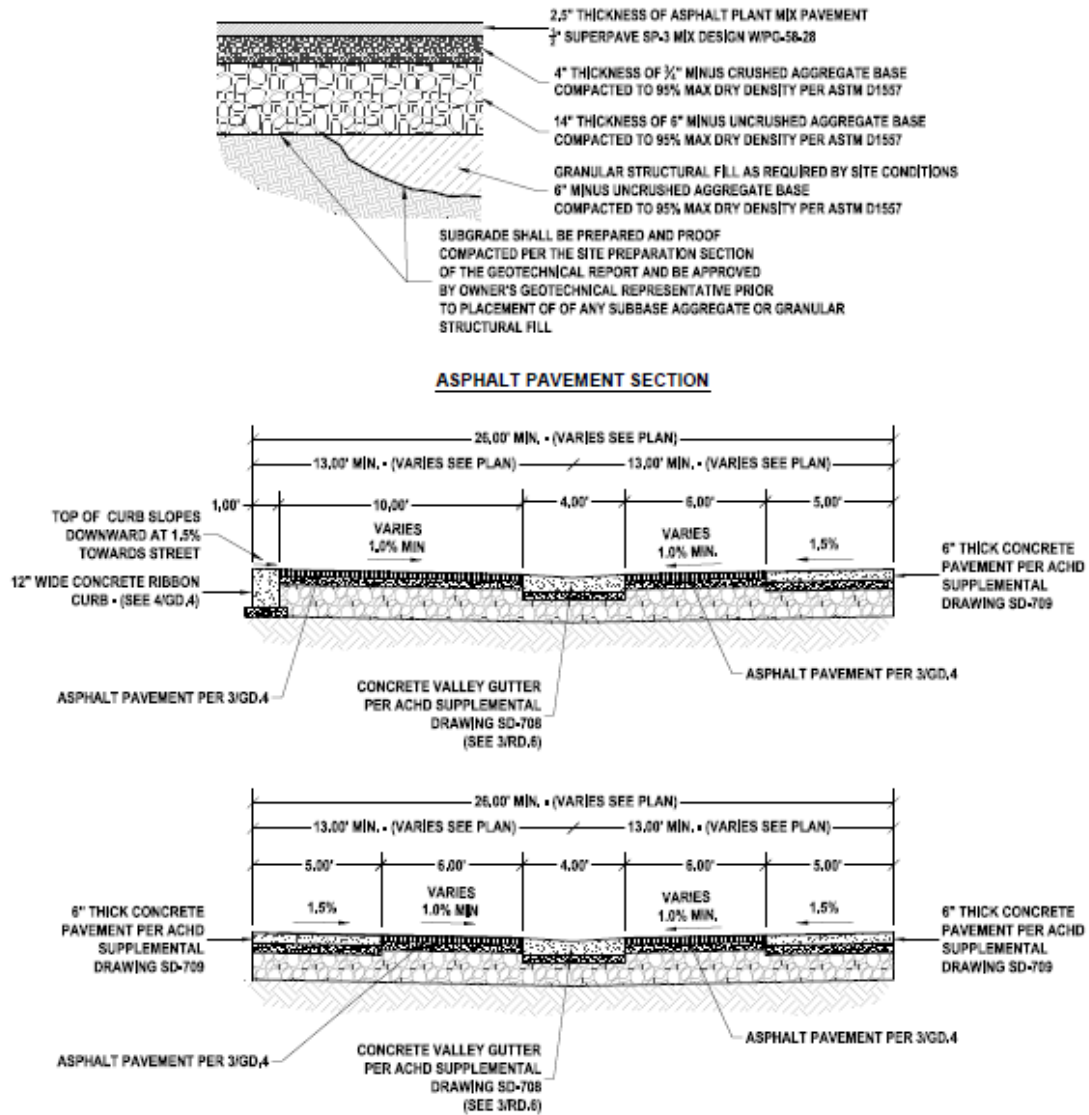


Sheet 2 of 10





## D. Private Street Cross-Section



### NOTES

1. ALL ASPHALT PAVEMENTS AND BASE MATERIALS, AND SUB-GRADE PREPARATIONS SHALL BE PROVIDED IN ACCORDANCE WITH THE ISPMC AND THE PROJECT GEOTECHNICAL REPORT.
2. AGGREGATE BASE MATERIALS ( $\frac{3}{4}$ " MINUS CRUSHED AGGREGATE & 6" MINUS UNCRUSHED AGGREGATE) MATERIALS SHALL COMPLY WITH DIVISION 800 OF THE ISPMC.
3. ALL SUBGRADES, STRUCTURAL FILL, AND BASE MATERIAL PREPARATIONS SHALL BE APPROVED BY OWNER'S GEOTECHNICAL REPRESENTATIVE PRIOR TO COVERING UP THE WORK OR PLACING SUBSEQUENT LFTS.
4. ASPHALT PAVEMENT SHALL BE COMPACTED IN ACCORDANCE WITH THE ISPMC AND THE PROJECT GEOTECHNICAL REPORT. DENSITY TESTING SHALL BE PERFORMED RANDOMLY ACROSS THE SITE AT A FREQUENCY TO BE DETERMINED BY THE OWNER'S GEOTECHNICAL REPRESENTATIVE.

## PRIVATE STREET SECTIONS



## 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-2017-0088 DA Inst. #[2019-028376](#); H-2021-0034 amended DA Inst. #[2021-102392](#); [H-2022-0027](#).
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of the City Engineer's signature on the previous final plat phase, in accord with UDC 11-6B-7, in order for the preliminary plat to remain valid; 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 JJ Howard, LLC, stamped on 11/14/23 by Eric Howard, shall be revised prior to signature on the final plat by the City Engineer, as follows:
  - a. Note #8: Include the recorded instrument number ACHD stormwater drainage easement. Also include the number on Detail A on Sheet 5.
  - b. Note #9: Include the recorded instrument number of the public pedestrian easement. Also include the number on Detail B on Sheet 5.
  - c. Note #10: Include the recorded instrument number of the public utility, irrigation, and drainage easement. Also include the number on Detail C on Sheet 5.
  - d. Note #11: Include the recorded instrument number of the ACHD sidewalk easement. Also include the number on Detail D on Sheet 6.
  - e. Note #12: Include the recorded instrument number of City water and sewer easement. Also include the number on Detail E on Sheet 6.
  - f. Note #16: Include the recorded instrument number of the City water and sewer easement. Also include the number on Detail I on Sheet 7.
  - g. Note #22: Modify as follows, "Direct lot ~~of~~ access to W. Orchard Park Dr. is prohibited."
  - h. Graphically depict zero (0) lot lines on internal lot lines where single-family attached and townhome structures are proposed (i.e. where structures will span across lot lines).
  - i. Graphically depict public use easements for the micro-paths that cross private/townhome building lots.
5. The landscape plan shown in Section V.C, prepared by Stack Rock, stamped on 11/2/23, is approved as submitted.
6. Future development shall comply with the minimum dimensional standards for the R-8 zoning district listed in UDC [Table 11-2A-6](#) except as approved with the Planned Unit Development (see table in Section VII.E of the [Findings](#) for reduced standards approved with the PUD).
7. The private streets are *tentatively* approved subject to completion of the tasks listed in UDC [11-3F-3](#) within one year. **Documentation of such shall be submitted to the Planning Division in order to receive *final* approval.**

8. The private streets within the development shall be 26-feet wide and constructed in accord with the standards listed in UDC [11-3F-4B.2](#) as shown in Section V.D. Gates or other obstacles restricting access are not approved.
9. Submit documentation from ACHD that they have approved the the point of connection of the private streets to the public streets as required by UDC [11-3F-4A.2](#) with submittal of the final plat for City Engineer signature.
10. “No Parking” signs shall be depicted on the construction drawings and erected on the public streets where the “s” or 90-degree curves are located (i.e. N. Bergman Ave. and N. Arctic Fox Way) as well as on Director St.; coordinate with ACHD on the location of the signs.
11. “No Parking Fire Lane” signs shall be depicted on the construction drawings and erected on both sides of the private streets within the development per requirement of the Fire Dept. and UDC [11-3F-4B.2d](#). If a curb exists next to the drive aisle, it shall be painted red.
12. Staff’s failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310475&dbid=0&repo=MeridianCity&cr=1>

**C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310476&dbid=0&repo=MeridianCity>

**D. PARK’S DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310468&dbid=0&repo=MeridianCity>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=311247&dbid=0&repo=MeridianCity>

**VII. FINDINGS**

In order to approve the application, the Director shall find the following:

- A. The design of the private street meets the requirements of this Article;

*The Director finds the design of the private streets meet the requirements of this Article as required.*

- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity; and

*The Director finds granting approval of the private street should not cause damage, hazard, or nuisance or other detriment to persons, property, or uses in the vicinity.*

- C. The use and location of the private street shall not conflict with the Comprehensive Plan and/or the Regional Transportation Plan.

*The Director finds the use and location of the private streets should not conflict with the Comprehensive Plan and/or the Regional Transportation Plan.*

- D. The proposed residential development (if applicable) is a new or gated development.

*This finding is not applicable.*



## AGENDA ITEM

**ITEM TOPIC:** Final Plat for Aviation Subdivision (FP-2023-0013) by Jadon Schneider, Bronze Bow Land, located near the northeast corner of N. Black Cat Rd. and W. Franklin Rd., to the north and northeast of Compass Public Charter School.

# STAFF REPORT

## COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 11/21/2023

TO: Mayor & City Council

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

SUBJECT: Aviation Subdivision FP-2023-0013

LOCATION: The site is located near the northeast corner of N. Black Cat Rd. and W. Franklin Rd., to the north and northeast of Compass Public Charter School, in the SW ¼ of the SW ¼ of Section 10, Township 3N., Range 1W.



### I. PROJECT DESCRIPTION

Final Plat consisting of 48 buildable lots (6 single family attached lots, 31 townhomes lots 2 detached single-family, and 9 multi-family lots) 8 common lots, and 1 other lot on 9.8-acres of land in the R-15 zoning district. The Applicant also requests approval of private streets within the development (i.e. W. Director Ln.) for access to the proposed multi-family units.

### II. APPLICANT INFORMATION

#### A. Applicant:

Jadon Schneider, Bronze Bow Land – 3625 N. Carr Lane, Garden City, ID 83714

#### B. Owner

Larry Jacobson, Aviation Park LLC, 6956 W. 13700 S, Herriman, UT 84096

#### C. Applicant Representative:

Same as Applicant

### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2021-0096) as required by UDC 11-6B-3C.2. The submitted final plat is for the same number of building lots and common area as approved with the preliminary plat; therefore, the proposed plat is in substantial compliance with the approved preliminary plat as required.

## **Private Streets**

Staff has reviewed the application for private streets within the development as shown on the final plat. The streets are proposed to be located in common lot in the subdivision and will connect to a local street; the point of connection of the private street to the public street is subject to approval by ACHD. The Fire Dept. has approved the request contingent upon both sides of the street being signed “No Parking Fire Lane.” No gates or other obstacles are proposed or approved at the entries of the private streets. The Director has tentatively approved the request subject to completion of the tasks listed in UDC [11-3F-3B](#) within one (1) year in accord with the Findings listed in Section VII below.

## **Alternative Compliance**

The applicant has requested alternative compliance to the standards listed in UDC 11-3B-7C.3, which requires:

*“All required landscape buffers along streets shall be designed and planted with a variety of trees, shrubs, lawn, or other vegetative ground cover. Plant materials in conjunction with site design shall elicit design principles including rhythm, repetition, balance, and focal elements.”*

The request is for an alternate compliance for the required street buffer trees within the 20-foot buffer on the south side of the W. Aviator extension. Baron Properties, the developer to the south of the Aviator Subdivision project, is proposing to complete the landscaping improvements within the specified area as part of their own development project. They have submitted a formal letter committing to fulfilling the landscaping requirements for the southern frontage of W. Aviator Street. The argument presented in favor of this request is that Baron Properties' commitment to fulfilling this requirement would eliminate the need for duplicating efforts and could potentially achieve the intended goal of the regulation equally or even more effectively than the original requirement.

The applicant also requested an alternative compliance to the standards listed in UDC 11-3B-12-C.2 Pathway Landscaping which requires:

*“The landscape strips shall be planted with a mix of trees, shrubs, lawn, and/or other vegetative ground cover. There shall be a minimum of one (1) tree per one hundred (100) linear feet of pathway. If this calculation results in a fraction of five (5) or greater, round up to an additional tree; if the calculation results in a fraction less than five (5), round the number down.”*

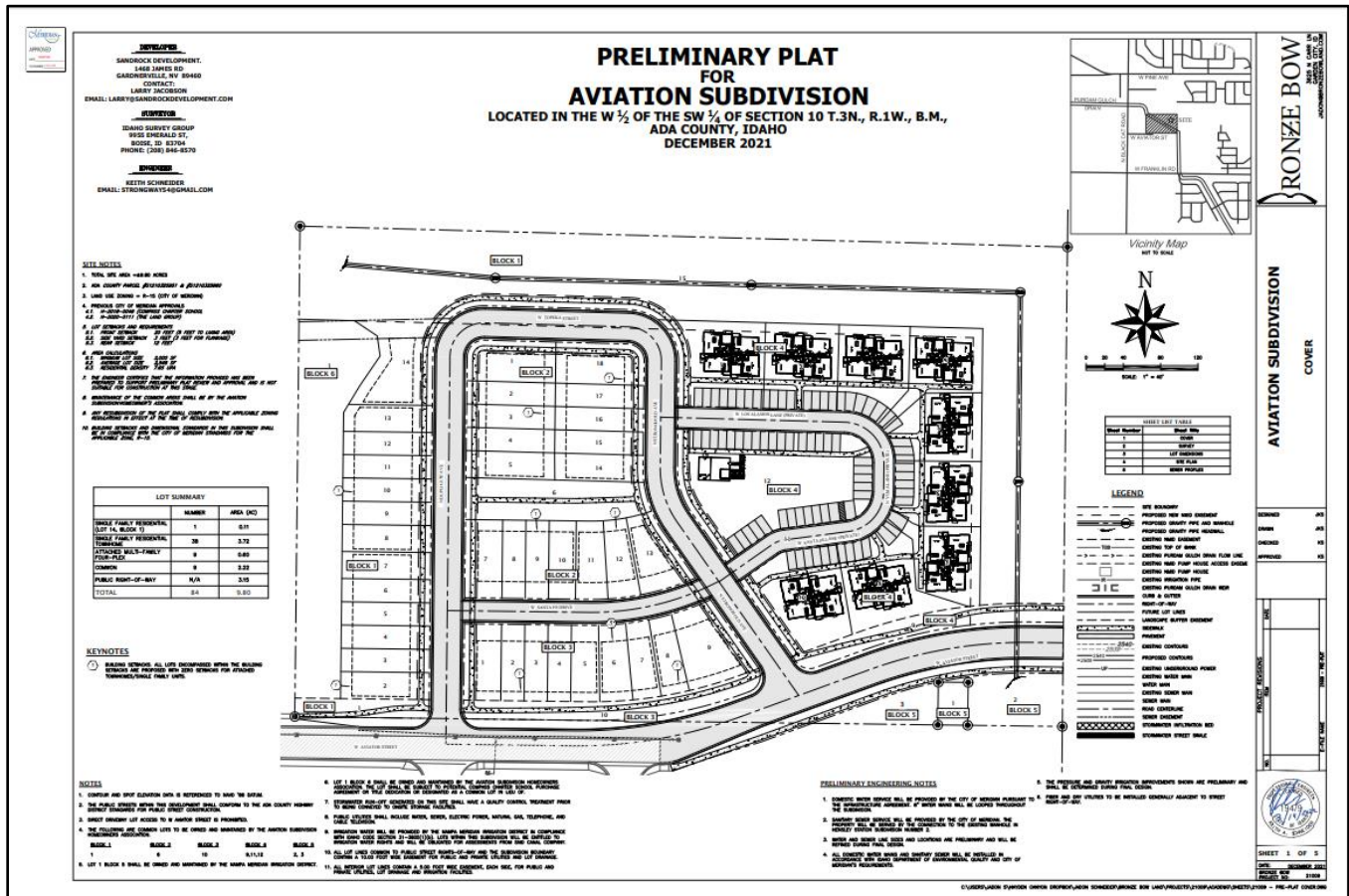
The area on the north side of West Topeka Street, within an easement granted to the Nampa & Meridian Irrigation District (NMID). Historically NMID has not permit trees within their easements. Due to this restriction, the applicant is making a request to exclude this area from the total required tree landscaping calculations. Instead, they propose utilizing it as a grassy area, which aligns with NMID's restrictions and is practical considering the historical context.

## **IV. DECISION**

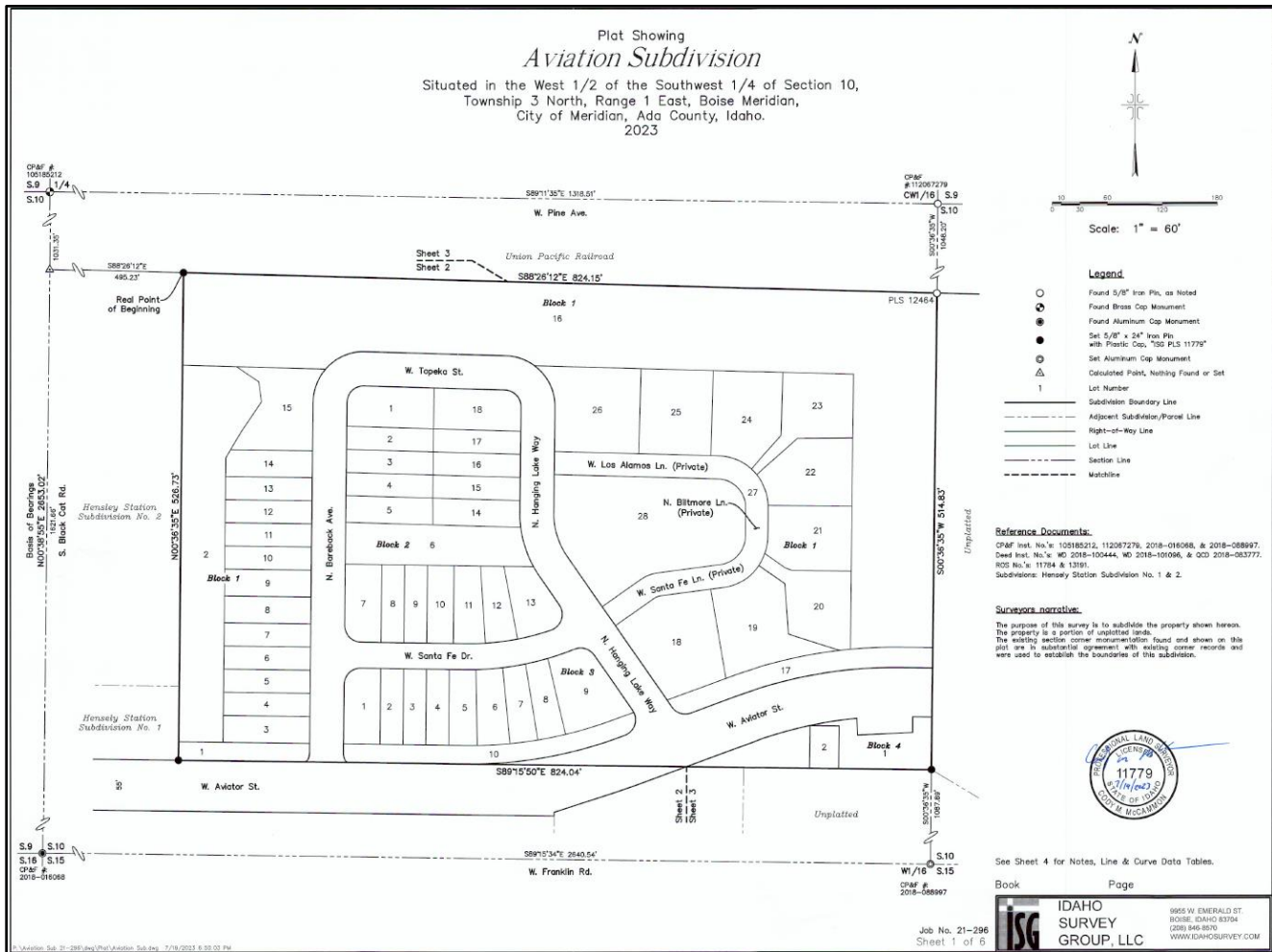
### **A. Staff:**

Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report. The Director has approved the request for private streets within the development per the conditions in Section VI.

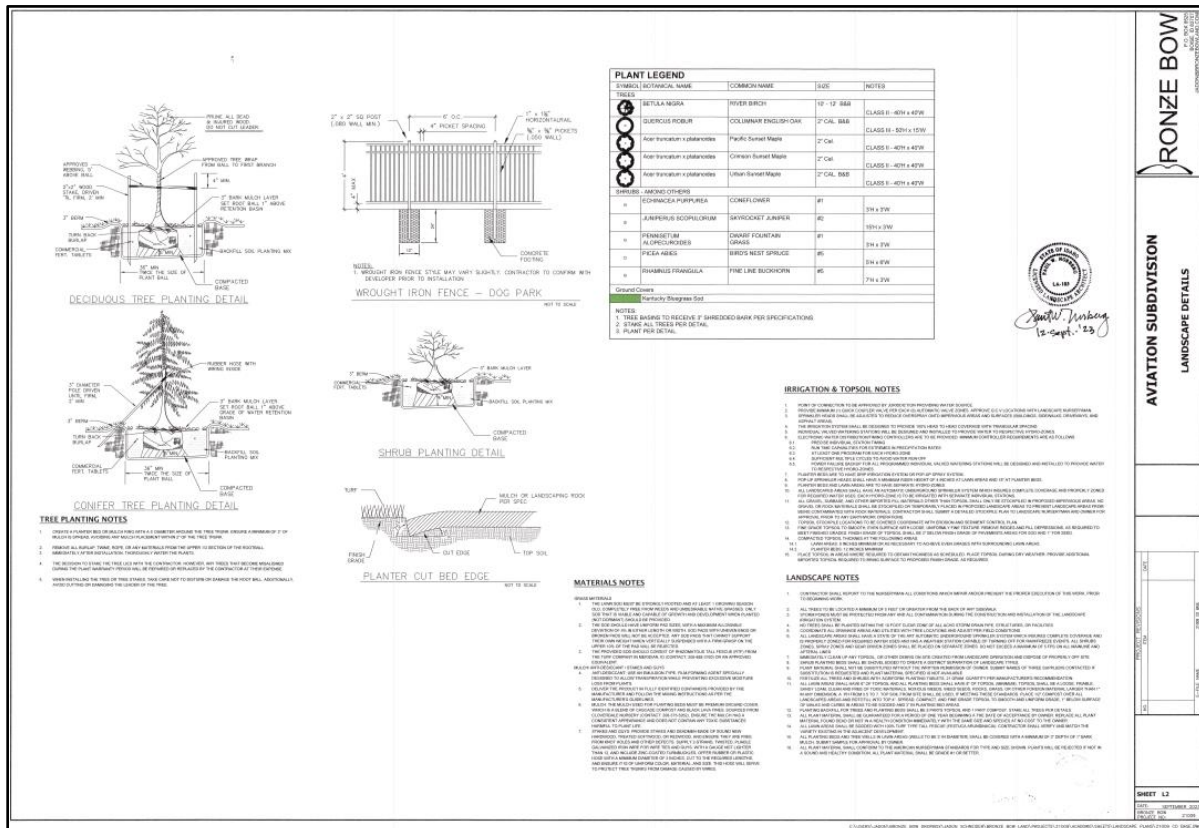
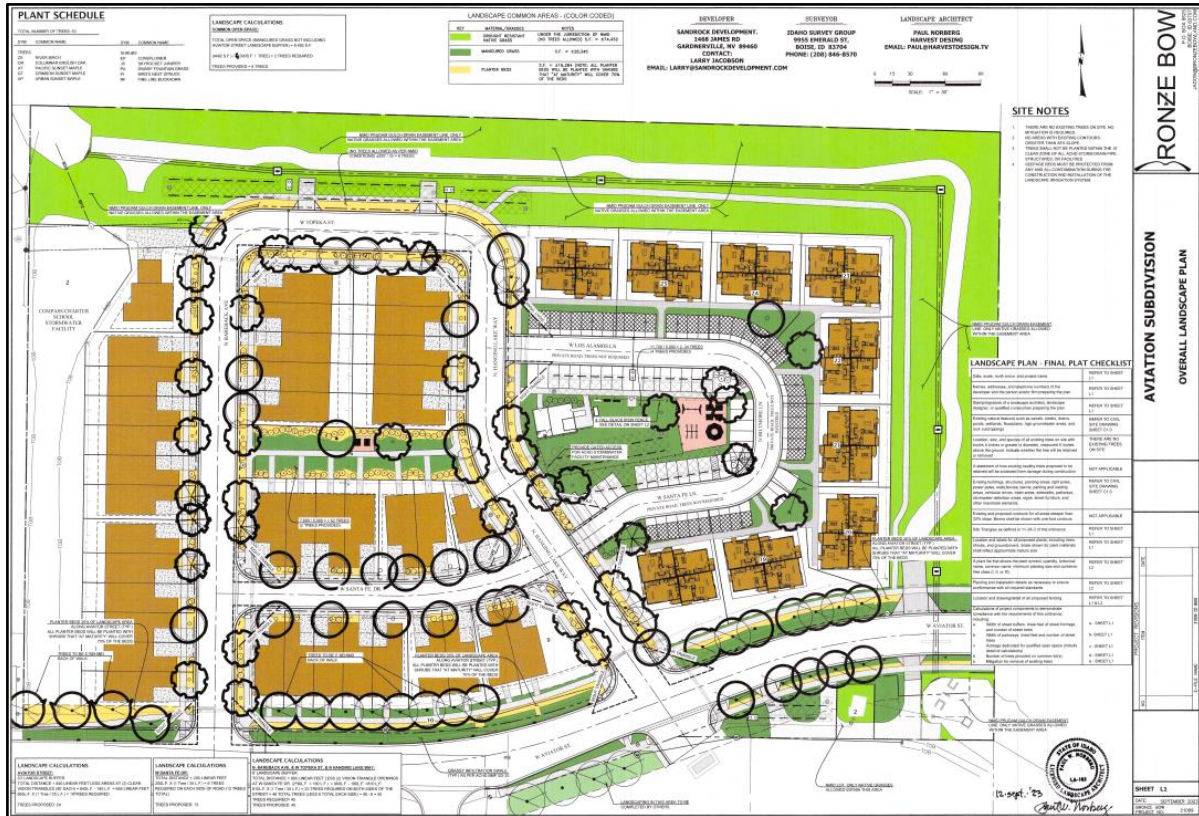
### A. Preliminary Plat (date: 12/1/2021)



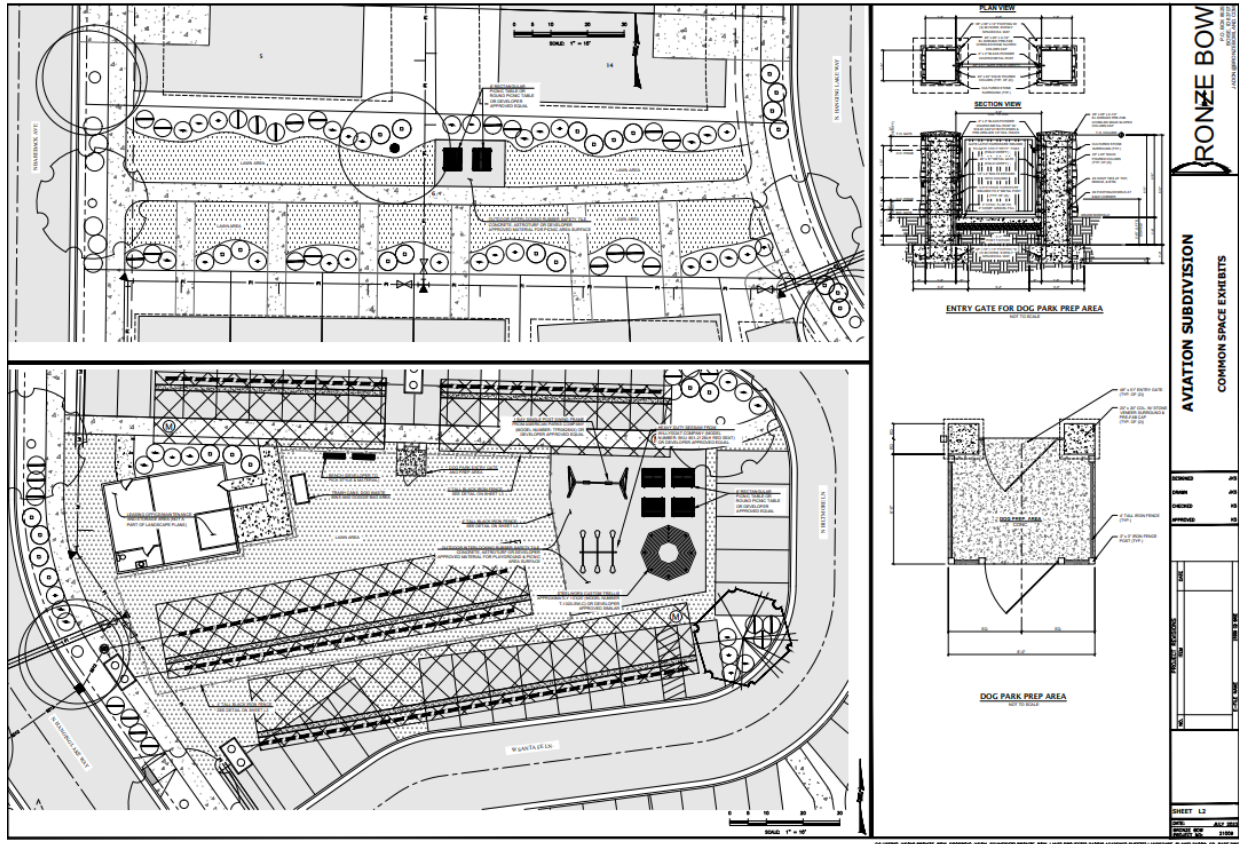
B. Final Plat (date: 9/18/2023)



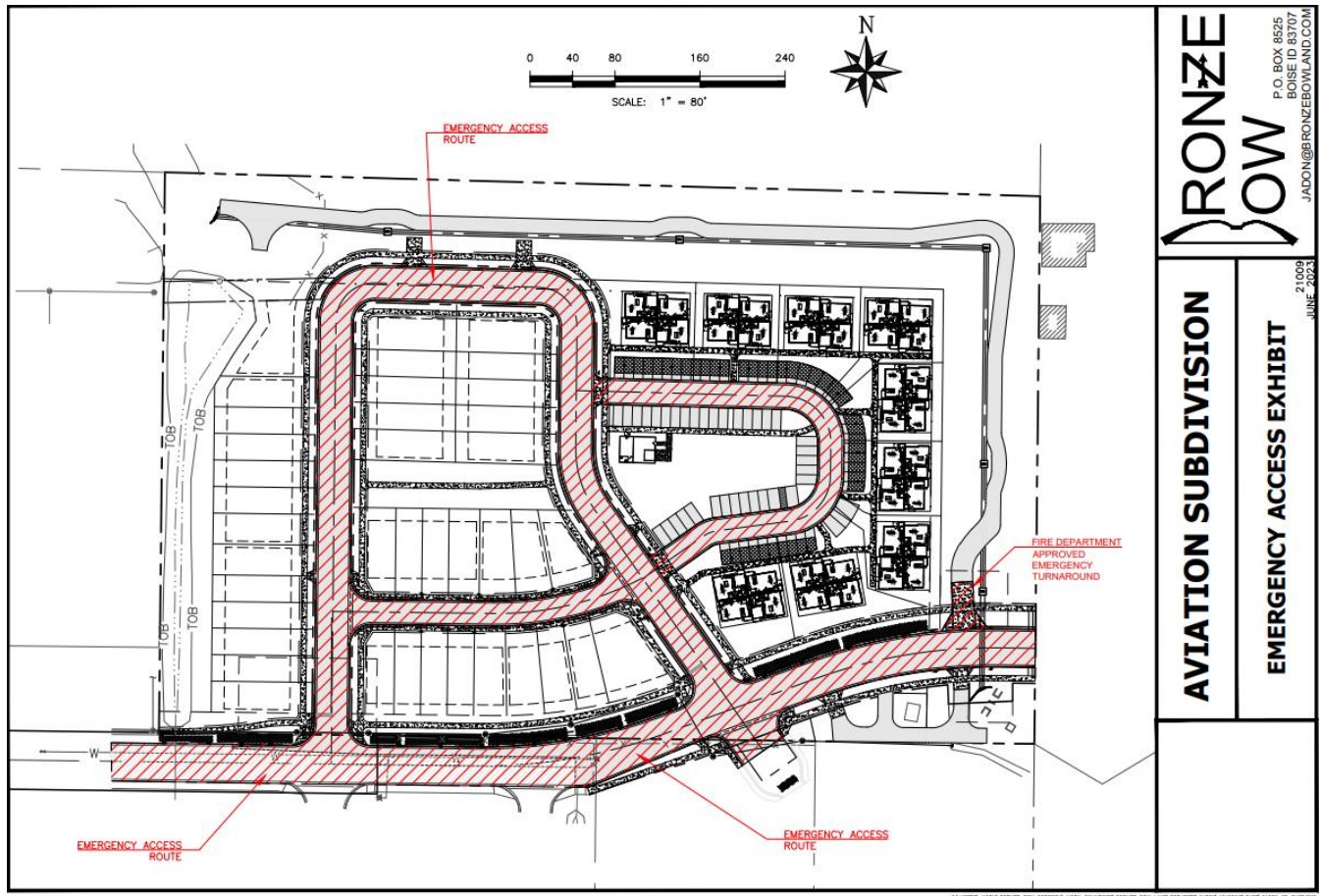
# C. Landscape Plan (date: 09/12/23)



D. Common Space Exhibit (7/31/2023)



E. Emergency Access Exhibit (date: 07/31/23)



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-2021-0096 (Preliminary Plat); H-2020-0111, Aviator Sub. CPAM, MDA, RZ; DA Inst. #2021-067235).
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of the date of approval of the preliminary plat (i.e. by April 19, 2024), in accord with UDC 11-6B-7, in order for the preliminary plat to remain valid; or, a time extension may be requested.
3. Per City Council, no residential building permits shall be issued for the subject site until a means of secondary public road access is available to the site and approved by the Planning Division and Meridian Fire.
4. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.

5. The final plat shown in Section V.B, prepared by Idaho Survey Group, LLC, stamped on 09/18/23 by Cody M. McCammon, shall be revised prior to signature on the final plat by the City Engineer, as follows:

Plat Notes:

- a. Note #10: Include the recorded instrument number of the ACHD permanent easement.
  - b. Note #12: Include the recorded instrument number of the Purdam Gulch Drain easement.
  - c. Note #13: Add a recorded instrument number for the City of Meridian Sanitary Sewer easement.
  - d. Note #16: Include the recorded instrument number of the ACHD temporary easement.
  - e. Note #17: Include the recorded instrument number of the ACHD bridge/culvert maintenance easement.
  - f. Note #18: Include the recorded instrument number of the City of Meridian easement.
6. Prior to the City Engineer signature on the final plat, the applicant shall submit a license agreement from the Nampa Meridian Irrigation District (NMID) and provide a copy of a separate easement for the piped ditch.
  7. Applicant shall continue working with ACHD on the extension of W. Aviator Street, the Applicant shall extend W. Aviator to the east property boundary OR construct it to terminate no greater than 150 feet east of the proposed local street and provide a road trust to ACHD for the remaining portion of Aviator.
  8. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-7 for the R-15 zoning district and those listed in the specific use standards for multi-family development, UDC 11-4-3-27.
  9. Future development shall comply with UDC 11-3A-7 and UDC 11-3A-6 for any future fencing constructed within the development.
  10. The Applicant shall comply with all ACHD conditions of approval.
  11. The Applicant shall obtain Administrative Design Review approval for the single-family attached units and townhome units prior to building permit submittal.
  12. The Applicant shall obtain Certificate of Zoning Compliance and Administrative Design Review approval for the multi-family development prior to building permit submittal.
  13. The landscape plan prepared by Paul Norberg, dated 09/12/2023, included in Section V.C, shall is approved as submitted.
  14. The private streets are approved subject to completion of the tasks listed in UDC [11-3F-3](#) within one year. Documentation of such shall be submitted to the Planning Division in order to receive final approval.
  15. The private streets within the development shall be 26-feet wide and constructed in accord with the standards listed in UDC [11-3F-4B.2](#). Gates or other obstacles restricting access are not approved.
  16. Submit documentation from ACHD that they have approved the point of connection of the private streets to the public streets as required by UDC [11-3F-4A.2](#) with submittal of the final plat for City Engineer signature.

17. “No Parking Fire Lane” signs shall be erected on both sides of the private streets within the development per requirement of the Fire Dept. and UDC [11-3F-4B.2d](#).
18. Staff’s failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=310491&dbid=0&repo=MeridianCity>

**C. IDAHO TRANSPORTATION DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=311210&dbid=0&repo=MeridianCity&cr=1>



## AGENDA ITEM

**ITEM TOPIC:** Development Agreement (Petsche Rezone H-2023-0039) Between City of Meridian and Tammy Petsche for Property Located at 1508 N. Meridian Rd.

## DEVELOPMENT AGREEMENT

**PARTIES:**

- 1. City of Meridian**
- 2. Tammy Petsche, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Tammy Petsche**, whose address is 3554 E. Presidential Drive, Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

### 1. RECITALS:

- 1.1 WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of rezoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or rezoning of land; and
- 1.4 WHEREAS**, Owner/Developer has submitted an application for rezoning of 0.60 acres of land with a request for the O-T (Old Town) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 WHEREAS**, on the 24<sup>th</sup> day of October, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B;” and

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on a Certificate of Zoning Compliance; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Tammy Petsche**, whose address is 3554 E. Presidential Drive, Meridian, Idaho, 83642, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

a. The development shall comply with all provisions of the O-T zoning district as set forth in UDC 11-2D.

b. Applicant shall comply with the access to street standards set forth in UDC 11-3A-3. The existing driveway may remain as long as the home and site are not expanded. With a future Certificate of Zoning Compliance application, the applicant will be required to grant cross access to one or more of the adjoining properties (Parcel #'s R6129020630, R6129020520, R6129020650, and R6129020570) for future interconnectivity, which may include the closure of one or both existing accesses to Meridian Road as determined by the Director.

c. The Applicant shall install landscaping along the Meridian Road frontage to include trees, shrubs, lawn, hardscapes, and/or a water-conserving design in accord with UDC 11-3B-7C.

d. Applicant shall comply with the ordinances in effect at the time of application submittal.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the rezoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure

the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the rezoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance rezoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

**CITY:**  
City Clerk  
City of Meridian  
33 E. Broadway Ave.  
Meridian, Idaho 83642

with copy to:  
City Attorney  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**OWNER/DEVELOPER:**  
**Tammy Petsche**  
3554 E. Presidential Drive  
Meridian, ID 83642

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives,

including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

21. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the rezoning of the Property and execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

## ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

### OWNER/DEVELOPER:

**Tammy Petsche**

Tammy Petsche

STATE OF IDAHO       )  
                              : ss:  
County of Ada        )

On this 8<sup>th</sup> day of November, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tammy Petsche**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

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

(SEAL)



[Signature]  
Notary Public  
My Commission Expires: 11/08/2025

**CITY OF MERIDIAN**

ATTEST:

By: \_\_\_\_\_  
Mayor Robert E. Simison

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

STATE OF IDAHO       )  
                              : ss:  
County of Ada        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

# **ELS** ENGBRITSON LAND SURVEYS, PLLC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)

26 June 2023

Revised: 26 July 2023

ELS Project No. 230616 – Tammy Petsche

Land Description for Rezone

Reference Warranty Deed Instrument No. 2019-115758

Contains 26,284 square feet more or less

### EXHIBIT A

A portion of land within Block 5 of F.A. Nourse's Third Addition to Meridian (a recorded plat in Book 6 at Page 289 of Ada County records) within a portion of the NE ¼ of Section 7, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at a found Brass Cap monument marking the Northwest corner of said Section 7 from which a found Brass Cap monument marking the West ¼ corner of said Section bears S 00°00'00" E a distance of 2651.94 feet, thence southerly along the west boundary line of said Section S 00°00'00" E a distance of 621.20 feet to the POINT OF BEGINNING.

Thence easterly perpendicular to said Section line N 90°00'00" E a distance of 263.60 feet to a found iron pin;  
Thence southerly parallel to said Section line S 00°00'00" E a distance of 106.20 feet to a found iron pin on the South line of said Block 5;

Thence westerly along said South line N 90°00'00" W a distance of 73.60 feet to a found square fence post set in concrete;

Thence northerly perpendicular to said South line and parallel to said Section line N 00°00'00" W a distance of 9.00 feet to a point;

Thence parallel to and 9.00 feet northerly of said South line N 90°00'00" W a distance of 190.00 feet to a point on said Section line;

Thence northerly along said Section line N 00°00'00" W a distance of 97.20 feet to the POINT OF BEGINNING.

The above-described tract of land contains 26,284 square feet more or less subject to all existing easements and rights-of-way.



SECTION CORNER  
CP&F NO. 113105589  
121.7

2023



E. PINE AVE.

1/4 CORNER  
CP&F NO. 2022015224



ENGEBRITSON LAND SURVEYS, PLLC,

2251 S. SUMAC STREET

BOISE, IDAHO 83706

PHONE (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)

PHONE (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)

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311-07-1-0-6-289 ELS P.N. 230616

311-07-1-0-6-289 ELS P.N. 230616

## EXHIBIT B

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



**In the Matter of the Request for Rezone of 0.60 acres of land from the C-C zoning district to the O-T zoning district for the purpose of remodeling the existing detached garage and transitioning the property's current existing single-family detached residential use from non-conforming to conforming, by Tammy Petsche.**

**Case No(s). H-2023-0039**

**For the City Council Hearing Date of: October 17, 2023 (Findings on October 24, 2023)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)

**B. Conclusions of Law**

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of October 17, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

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

1. The applicant's request for Rezone is hereby approved per the conditions of approval in the Staff Report for the hearing date of October 17, 2023, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Preliminary Plat Duration

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

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

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

##### Notice of Conditional Use Permit Duration

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

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

or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

#### Notice of Development Agreement Duration

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

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

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

#### E. Judicial Review

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

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

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

#### G. Attached: Staff Report for the hearing date of October 17, 2023

By action of the City Council at its regular meeting held on the 24<sup>th</sup> day of October, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED \_\_\_\_\_

COUNCIL MEMBER JOHN OVERTON

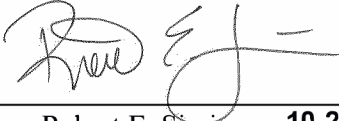
VOTED AYE

COUNCIL MEMBER LIZ STRADER

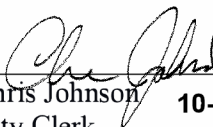
VOTED AYE

MAYOR ROBERT SIMISON  
(TIE BREAKER)

VOTED \_\_\_\_\_

  
\_\_\_\_\_  
Mayor Robert E. Simison 10-24-2023

Attest:

  
\_\_\_\_\_  
Chris Johnson  
City Clerk 10-24-2023

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

By:  \_\_\_\_\_ Dated: 10-24-2023  
City Clerk's Office

# STAFF REPORT

## COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: October 17, 2023

TO: Mayor and City Council

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

SUBJECT: Petsche Rezone  
[H-2023-0039](#)

LOCATION: 1508 N. Meridian Road (Parcel #R6129020611)



### I. PROJECT DESCRIPTION

Request to rezone 0.60 acres of land from the C-C zoning district to the O-T zoning district for the purpose of remodeling the existing detached garage and transitioning the property's current existing single-family detached residential use from non-conforming to conforming.

#### A. Project Summary

Description	Details	Page
Acreage	Rezone - 0.60	
Future Land Use Designation	Old Town	
Existing Land Use(s)	Single-family residential	
Proposed Land Use(s)	Single-family residential	
Lots (# and type; bldg./common)	1 lot	
Phasing Plan (# of phases)	NA	
Physical Features (waterways, hazards, flood plain, hillside)	No unique physical features	
Neighborhood meeting date; # of attendees:	June 13, 2023	
History (previous approvals)	None	

## B. Community Metrics

Description	Details	Page
Ada County Highway District		
• Staff report (yes/no)	Yes	
• Requires ACHD Commission Action (yes/no)	No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access occurs from N. Meridian Road	
Stub Street/Interconnectivity/Cross Access		
Existing Road Network		
Existing Arterial Sidewalks / Buffers		
Proposed Road Improvements	No road improvements are required.	
Fire Service	No comments	
Police Service	No comments	
Wastewater		
• Comments	• No changes to public sewer infrastructure shown in records. Any changes need to be approved by public works.	
Water		
Distance to Water Services	• No changes to public water infrastructure shown in records. Any changes need to be approved by public works.	

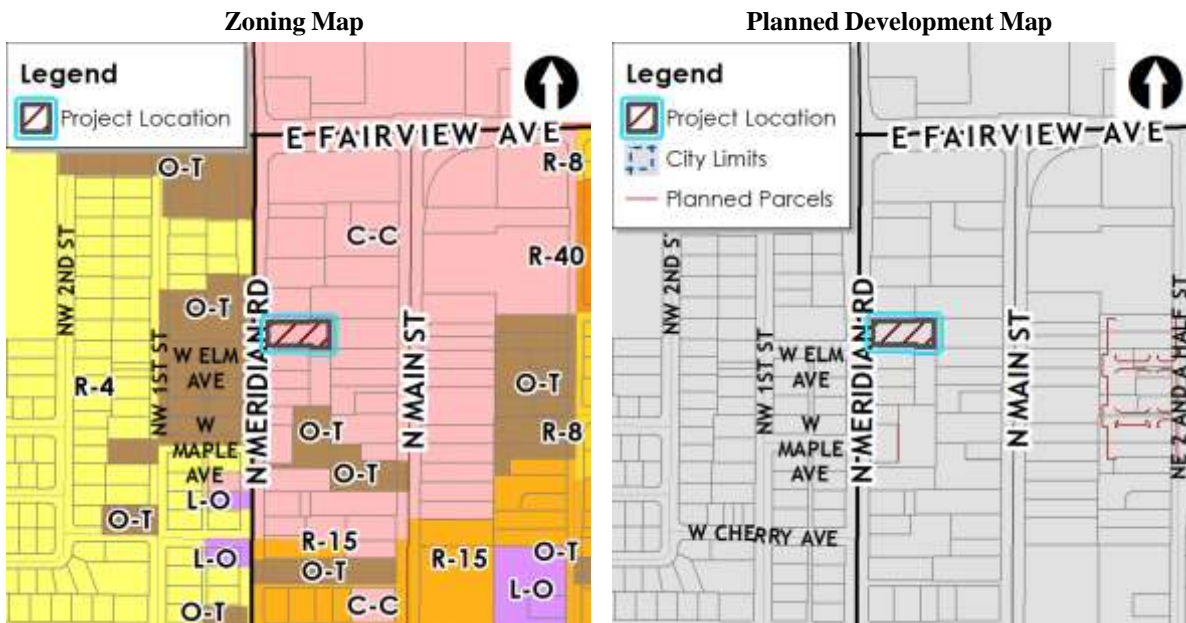
## C. Project Area Maps

Future Land Use Map



Aerial Map





## II. APPLICANT INFORMATION

### A. Applicant:

Tammy Petsche, Owner – 3554 E. Presidential Drive, Meridian, ID 83642

### B. Owner:

Same as above.

## III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	9/05/2023	10/01/2023
Radius notification mailed to properties within 500 feet	8/31/2023	9/29/2023
Sign Posting	9/10/2023	10/5/2023
Nextdoor posting	9/5/2023	9/28/2023

## IV. COMPREHENSIVE PLAN ([HTTPS://WWW.MERIDIANCITY.ORG/COMPLAN](https://www.meridiancity.org/complan)):

### Land Use:

This property is designated Old Town (O-T) on the Future Land Use Map (FLUM).

This designation includes the historic downtown and the true community center. The boundary of the Old Town district predominantly follows Meridian’s historic plat boundaries. In several areas, both sides of a street were incorporated into the boundary to encourage similar uses and complimentary design of the facing houses and buildings. Sample uses include offices, retail and lodging, theatres, restaurants, and service retail for surrounding residents and visitors. A variety of residential uses are also envisioned and could include reuse of existing buildings, new construction of multi-family residential over ground floor retail or office uses.

**Proposed Use:** The purpose of the request for rezoning is to facilitate the renovation of the existing detached garage while retaining the property's current residential use. Furthermore, rezoning to O-T would allow the Applicant to submit building permit applications for constructing a new building and making structural modifications to the existing building without obtaining a Conditional Use Permit for each proposed improvement to the site. A single-family detached dwelling unit is considered a non-conforming use in the C-C zoning district per UDC Table 11-2B-2. The Applicant intends to retain the existing home while renovating the old detached garage situated behind the home. Additionally, the Applicant has future plans to potentially construct an Accessory Dwelling Unit or Live/Work structure at a later date.

**COMPREHENSIVE PLAN POLICIES** (<https://www.meridiancity.org/compplan>):

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

- Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences. (2.01.01)

*This application is for rezoning from C-C to O-T to allow the Applicant to remodel the existing garage and maintain the existing home as a conforming residential use. This would allow for more diversity in housing within the area.*

- Maintain a range of residential land use designations that allow diverse lot sizes, housing types, and densities. (2.01.01C)

*The existing home contributes to the diversity in lot sizes, housing types, and densities within the surrounding area.*

- Encourage the development of high quality, dense residential and mixed-use areas near in and around Downtown, near employment, large shopping centers, public open spaces and parks, and along major transportation corridors, as shown on the Future Land Use Map. (2.02.01E)

*The subject property is an existing site situated near the downtown core. It falls within a large area that is designated for Old Town zoning as outlined by the Comprehensive Plan near N. Meridian Rd., a principal arterial, and is within walking distance of a large amount of goods, services, and employment.*

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

*This project is currently serviced by City of Meridian water and sewer.*

**Based on the analysis above, staff finds the proposed development is consistent with the Comprehensive Plan.**

**V. UNIFIED DEVELOPMENT CODE** ([UDC](#))

The proposed use, single-family detached dwelling unit is listed as a principally permitted use in the O-T (Old Town) zoning district per UDC Table [11-2C-2](#). Compliance with the standards listed in UDC [11-2D-3](#) and [11-2D-4](#) is required.

## VI. STAFF ANALYSIS

### **Rezone (RZ):**

The Applicant is requesting to rezone 0.60 acres of land from the C-C zoning district to the O-T zoning district for the purpose of remodeling the existing detached garage and transitioning the property's current existing single-family detached residential use from non-conforming to conforming. A legal description and exhibit map for the rezone area is included in Section VIII.A. This property is within the City's Area of City Impact boundary.

**The City may require a development agreement (DA) in conjunction with a rezone pursuant to Idaho Code section 67-6511A. The City may require a development agreement (DA) in conjunction with a rezone pursuant to Idaho Code section 67-6511A. To ensure future development is consistent with the Comprehensive Plan and with the development plan proposed with this application, Staff recommends a DA is required with this application, containing the provisions noted in Section IX., as discussed herein.**

### **Dimensional Standards ([UDC 11-2](#)):**

There are no minimum setbacks in the O-T zoning district. The existing home meets all dimensional standards for the O-T zoning district.

### **Access ([UDC 11-3A-3](#)):**

Access is provided via N. Meridian Road, an arterial street, via a fully improved "U" shaped driveway. This driveway does not adhere to the ACHD District's guidelines for successive driveways in terms of alignment or offset, as it falls short of the minimum of 330 feet separation from any existing or proposed driveway, and is not located a minimum of 355-feet away from the nearest intersection. Since the applicant is not intensifying or changing the use of the property staff and ACHD are supportive of the driveway configuration remaining for the residential use. Per UDC 11-3A-3 when a property takes access from an arterial street and prior to any new, expanded, or extended use or development of the property, to adjoining properties, the property owner is required to grant cross access. Further, this requirement may extend to residential properties where the use is anticipated to change to a nonresidential use. As noted above, the property owner intends to expand the site in the future. Since the property abuts several underdeveloped properties and there is the potential for further expansion on the property, Staff believes cross access is warranted, but identifying which properties and the exact location for the shared driveways will be determined when actual development is proposed for the property. This may include closing one or both driveways. Staff recommends that in the event the property intensifies or redevelops in the future, the Applicant should provide cross/access to the neighboring properties located to the south, north, and east to eliminate the need for multiple accesses off an arterial roadway within close proximity in accord with UDC 11-3A-3.

### **Parking ([UDC 11-3C](#)):**

The existing home has a driveway off of Meridian Road that contains a 20' x 20' parking pad and a two-car garage. UDC 11-3C-6 requires 4 parking spaces for a three and four-bedroom home, at least two in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. In reviewing the County Assessor's records, it appears the home currently has three bedrooms. Therefore, *the parking provided on-site meets the minimum requirements of 11-3C-6.*

### **Sidewalks ([UDC 11-3A-17](#)):**

There is an existing 7-foot wide attached sidewalk on Meridian Road along the existing property frontage that is consistent with ACHD's district policy for arterial roads with the exception of dedicated right-of-way; therefore, additional right-of-way dedication totaling 96-feet on Meridian Road abutting the site should be required as part of a future application. *Based on ACHD's recommendation of approval, Staff recommends that the Applicant provide a permanent right-of-way easement to 2 feet behind the back of the sidewalk for any sidewalk placed outside of the dedicated right-of-way.*

**Landscaping (UDC [11-3B](#)):**

A landscape buffer is not required for a single-family dwelling unit in the O-T zoning district. The UDC does not regulate landscaping on residential lots. *However, the existing house is currently setback approximately 30 feet from Meridian Road leaving several areas in front of the residence that could be landscaped to enhance the streetscape along Meridian Rd. Staff believes the street frontage should be landscaped with a mix of trees, shrubs, lawn, hardscapes, and/or a water-conserving design in accord with UDC 11-3B-7C.*

**Fencing (UDC [11-3A-6](#), [11-3A-7](#)):**

There is not existing fencing on the property. There is an existing CMU wall on the south side of the property. *Any new or relocated fencing should comply with fencing regulations per UDC 11-3A-7.*

**Outdoor Lighting (UDC [11-3A-11](#)):**

All outdoor lighting is required to comply with the standards listed in UDC 11-3A-11C unless otherwise approved through alternative compliance. Light fixtures that have a maximum output of 1,800 lumens or more are required to have an opaque top to prevent up-lighting; the bulb shall not be visible and shall have a full cutoff shield in accord with Figure 1 in UDC 11-3A-11C.

**Building Elevations:**

The existing building consists of stucco, brick, and asphalt roof shingles. *A Design Review application is not required for single-family dwellings; however, when the property redevelops to commercial use in the future, a Design Review application will be required.*

*A Certificate of Zoning Compliance application is required to be submitted for approval for future re-development for commercial uses on this site to ensure compliance with UDC standards and development provisions associated with this application.*

**VII. DECISION****A. Staff:**

Staff recommends approval of the proposed rezone from C-C to O-T per the Findings in Section X of this report with the inclusion of a Development Agreement.

**B. The Meridian Planning & Zoning Commission heard these items on September 21, 2023. At the public hearing, the Commission moved to recommend approval of the subject Rezone request.****1. Summary of Commission public hearing:**

- a. In favor: Dave Petsche, Owner
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Linda Ritter, Associate Planner
- f. Other Staff commenting on application: None

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

- a. None

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

- a. None

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

- a. None

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

- a. None

C. The Meridian City Council heard these items on October 17, 2023. At the public hearing, the Council moved to approve the subject Rezone and request.

1. Summary of the City Council public hearing:

- a. In favor: Dave Petsche, Owner
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by City Council:

- a. None

4. City Council change(s) to Commission recommendation:

- a. None

## VIII. EXHIBITS

### A. Rezoning Legal Description and Exhibit

# **ELS** ENGBRITSON LAND SURVEYS, PLLC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)

26 June 2023

Revised: 26 July 2023

ELS Project No. 230616 – Tammy Petsche

Land Description for Rezone

Reference Warranty Deed Instrument No. 2019-115758

Contains 26,284 square feet more or less

### EXHIBIT A

A portion of land within Block 5 of F.A. Nourse's Third Addition to Meridian (a recorded plat in Book 6 at Page 289 of Ada County records) within a portion of the NE ¼ of Section 7, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at a found Brass Cap monument marking the Northwest corner of said Section 7 from which a found Brass Cap monument marking the West ¼ corner of said Section bears S 00°00'00" E a distance of 2651.94 feet, thence southerly along the west boundary line of said Section S 00°00'00" E a distance of 621.20 feet to the POINT OF BEGINNING.

Thence easterly perpendicular to said Section line N 90°00'00" E a distance of 263.60 feet to a found iron pin;

Thence southerly parallel to said Section line S 00°00'00" E a distance of 106.20 feet to a found iron pin on the South line of said Block 5;

Thence westerly along said South line N 90°00'00" W a distance of 73.60 feet to a found square fence post set in concrete;

Thence northerly perpendicular to said South line and parallel to said Section line N 00°00'00" W a distance of 9.00 feet to a point;

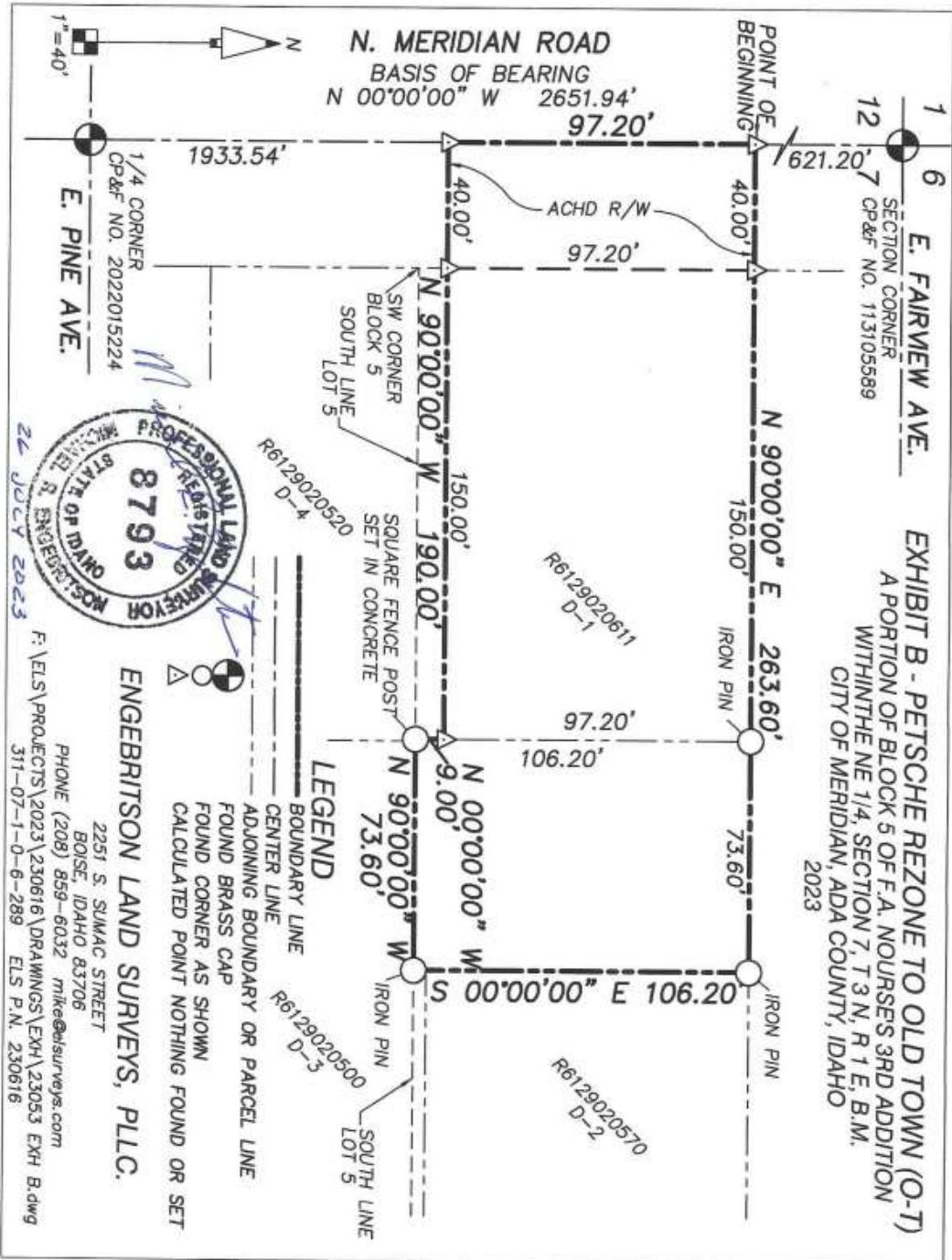
Thence parallel to and 9.00 feet northerly of said South line N 90°00'00" W a distance of 190.00 feet to a point on said Section line;

Thence northerly along said Section line N 00°00'00" W a distance of 97.20 feet to the POINT OF BEGINNING.

The above-described tract of land contains 26,284 square feet more or less subject to all existing easements and rights-of-way.



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B. Site Map



C. Elevations of Existing Home







## **IX. CITY/AGENCY COMMENTS**

### **A. PLANNING**

#### **1. Rezone**

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

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

- a. The development shall comply with all provisions of the O-T zoning district as set forth in UDC 11-2D.
- b. Applicant shall comply with the access to street standards set forth in UDC 11-3A-3. The existing driveway may remain as long as the home and site are not expanded. With a future Certificate of Zoning Compliance Application, the applicant will be required to grant cross access to one or more of the adjoining properties (Parcel #'s R6129020630, R6129020520, R6129020650, and R6129020570) for future interconnectivity which may include the closure of one or both existing accesses to Meridian Road as determined by the Director.
- c. The Applicant shall install landscaping along the Meridian Road frontage to include trees, shrubs, lawn, hardscapes, and/or a water-conserving design in accord with UDC 11-3B-7C.
- d. Applicant shall comply with the ordinances in effect at the time of application submittal.

### **B. NAMPA MERIDIAN IRRIGATION DISTRICT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291420&dbid=0&repo=MeridianCity&cr=1>

### **C. IDAHO TRANSPORTATION DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=292380&dbid=0&repo=MeridianCity>

### **D. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291615&dbid=0&repo=MeridianCity>

### **E. ACHD**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291016&dbid=0&repo=MeridianCity>

## **X. FINDINGS**

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

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

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

*Staff finds the proposed zoning map amendment to rezone the property from the C-C zoning district to the O-T zoning district is consistent with the Comprehensive Plan.*

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

*Staff finds the proposed zoning map amendment complies with the regulations outlined in the requested Old Town designation.*

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

*Staff finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare.*

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

*Staff finds the proposed zoning map amendment will not result in an adverse impact on the delivery of services by any political subdivision providing public services within the City.*

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

*Subject site is already annexed so staff finds this finding nonapplicable.*



## AGENDA ITEM

**ITEM TOPIC:** Development Agreement (Ringneck Place Subdivision H-2023-0009) Between City of Meridian and WFG Investments, LLC for Property Located at 2315 E. Ustick Rd. (Parcel #S1105212448 and S1105212449)

## DEVELOPMENT AGREEMENT

**PARTIES:**

1. **City of Meridian**
2. **WFG Investments, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **WFG Investments, LLC**, whose address is 8312 W. Northview Street, Suite 120, Boise, ID, 83704, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 1.73 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 11<sup>th</sup> day of July, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B;” and

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **WFG Investments, LLC**, whose address is 8312 W. Northview Street, Suite 120, Boise, ID 83704, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants,

agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

**CITY:**  
City Clerk  
City of Meridian  
33 E. Broadway Ave.  
Meridian, Idaho 83642

with copy to:  
City Attorney  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**OWNER/DEVELOPER:**  
**WFG Investments, LLC**  
8312 W. Northview Street, Suite 120  
Boise, ID 83704

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property (“Removed Property”) from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

21. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

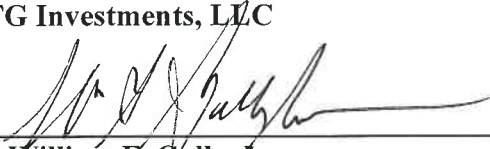
23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

## ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

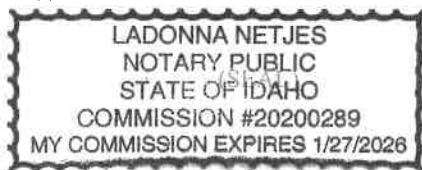
**OWNER:**  
**WFG Investments, LLC**

  
By: **William F. Gallagher**  
Its: **Manager**

STATE OF IDAHO       )  
                                      : ss:  
County of Ada        )

On this 13 day of November, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **William F. Gallagher**, known or identified to me to be the **Manager** of **WFG Investments, LLC** and the person who signed above and acknowledged to me that he executed the same.

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



  
Notary Public  
My Commission Expires: 1/27/2026

**CITY OF MERIDIAN**

**ATTEST:**

By: \_\_\_\_\_  
Mayor Robert E. Simison

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

STATE OF IDAHO       )  
                                      : ss  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

Description for  
**R-8 Zone**  
Ringneck Place Subdivision  
February 21, 2023

A parcel of land located in Government Lot 3 of Section 5, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the 1/4 corner common to Section 5, T.3N., R.1E., B.M. and Section 32, T.4N., R.1E., B.M., from which the Section corner common to Sections 5 and 6, T.3N., R.1E., B.M., and Sections 31 and 32, T.4N., R.1E., B.M., bears North 89°44'57" West, 2,655.43 feet, thence on the north boundary line of said Section 5, North 89°44'57" West, 167.49 feet to the **POINT OF BEGINNING**;

thence leaving said north boundary line, South 00°28'02" West, 450.00 feet;

thence North 89°44'57" West, 167.50 feet to the east boundary line of Verado Subdivision No. 1 as filed in Book 112 of Plats at Pages 16219 through 16223, records of Ada County, Idaho;

thence on said east boundary line and the northerly extension thereof, North 00°28'02" East, 450.00 feet to the north boundary line of said Section 5;

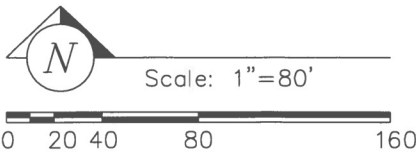
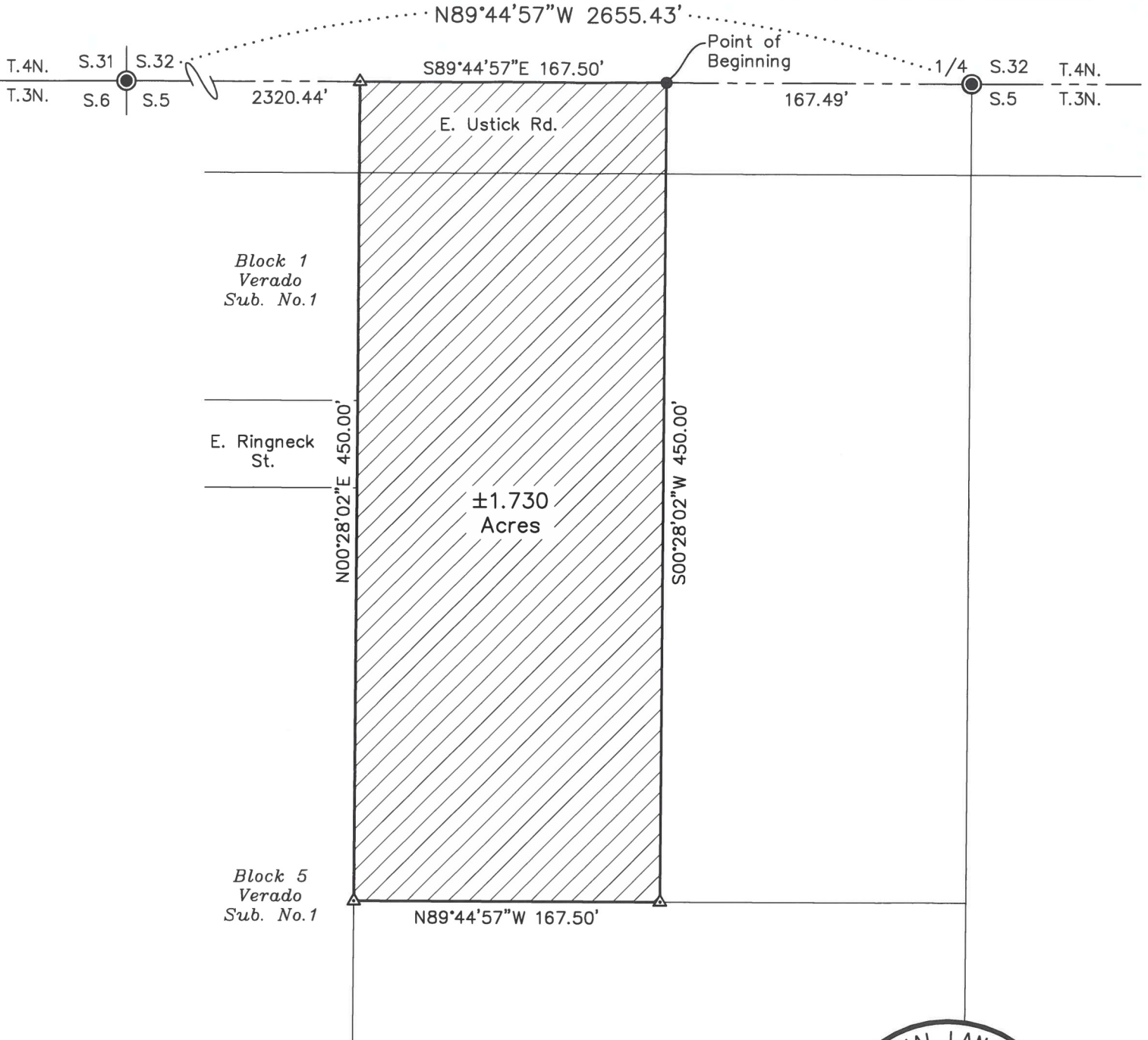
thence on said north boundary line, South 89°44'57" East, 167.50 feet to the **POINT OF BEGINNING**.

Containing 1.730 acres, more or less.

End of Description.



Basis of Bearings



P:\Ringneck Sub (Verado East) 22-216\dwg\Annex Ex.dwg 2/21/2023 8:55:21 AM



IDAHO  
SURVEY  
GROUP, LLC

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

Exhibit Drawing for  
R-8 Zone  
Ringneck Place Subdivision

Located in Government Lot 3 of Section 5,  
T.3N., R.1E., B.M., Ada County, Idaho.

Job No.  
21-486

Sheet No.  
1

Dwg. Date  
2/21/2023

# EXHIBIT B

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



**In the Matter of the Request for Annexation of 1.73 acres of land with an R-8 zoning district, Preliminary Plat consisting of 9 residential building lots, and two (2) common lots on 1.539 acres of land for Ringneck Place Subdivision, by RiveRidge Engineering Company.**

**Case No(s). H-2023-0009**

**For the City Council Hearing Date of: June 27, 2023 (Findings on July 11, 2023)**

### **A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)

### **B. Conclusions of Law**

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of June 27, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

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

1. The applicant's request for Annexation, Zoning, and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 27, 2023, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Preliminary Plat Duration

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

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

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

##### Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of June 27, 2023

By action of the City Council at its regular meeting held on the 11th day of July, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED \_\_\_\_\_

COUNCIL MEMBER LUKE CAVENER

VOTED \_\_\_\_\_

COUNCIL MEMBER JOHN OVERTON

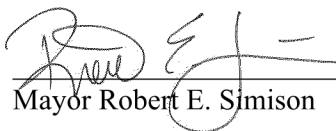
VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

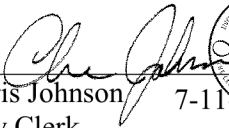
MAYOR ROBERT SIMISON  
(TIE BREAKER)

VOTED \_\_\_\_\_

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

7-11-2023

Attest:

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



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

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

Dated: 7-11-2023

## STAFF REPORT

### COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: June 27, 2023

TO: Mayor & City Council

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

SUBJECT: Ringneck Place Subdivision AZ, PP  
H-2023-0009

LOCATION: 2315 E. Ustick Rd.(Parcels  
#S1105212448 and a #S1105212449), in  
the Northeast 1/4 of the Northwest 1/4 of  
Section 5, Township 3N, Range 1E



## I. PROJECT DESCRIPTION

Annexation of 1.73 acres of land with an R-8 zoning district, Preliminary Plat consisting of 9 residential building lots and two (2) common lots on 1.539 acres for Ringneck Place Subdivision.

## II. SUMMARY OF REPORT

### A. Project Summary

Description	Details	Page
Acreage	AZ – 1.73 acres; Plat - 1.539 acres	
Future Land Use Designation	Medium Density Residential (MDR)	
Existing Land Use	Single-family residential (SFR)/ag	
Proposed Land Use(s)	Single-Family attached residential	
Current Zoning	Single-Family residential zone (R1) in Ada County	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	9 building lots, 2 common lots	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	8 single-family attached units and 1 single-family detached unit	
Density (gross & net)	5.84 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	25-foot wide landscape buffer along Ustick Rd. Lot 3, block 2 will be used as an interim open space lot until the southern stub street is extended.	

Amenities	None	
Physical Features (waterways, hazards, flood plain, hillside)	Milk Lateral Easement	

Neighborhood meeting date	2/15/2023
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B. Community  
Metrics

History (previous approvals)	None
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Description	Details	Page
Ada County Highway District	No comments received	
<ul style="list-style-type: none"><li>Staff report (yes/no)</li></ul>	No	
<ul style="list-style-type: none"><li>Requires ACHD Commission Action (yes/no)</li></ul>	No	
<ul style="list-style-type: none"><li>Existing Conditions</li></ul>		
<ul style="list-style-type: none"><li>CIP/IFYWP</li></ul>		

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Ustick Road is classified as a residential arterial roadway. Other than the access specifically approved with this application off of E. Ringneck Street and future stub street to the west, direct lot access is prohibited to this roadway and should be noted on the final plat.	
Proposed Road Improvements	None	
Fire Service	No comments received	
Police Service	No comments received.	

West Ada School District	No comments received.	
Distance (elem, ms, hs)		
Capacity of Schools		
# of Students Enrolled		
Wastewater		
<ul style="list-style-type: none"><li>Distance to Sewer Services</li></ul>	Directly adjacent	
<ul style="list-style-type: none"><li>Sewer Shed</li></ul>	Five Mile	
<ul style="list-style-type: none"><li>Estimated Project Sewer ERU's</li></ul>	See application	
<ul style="list-style-type: none"><li>WRRF Declining Balance</li></ul>	14.60	
<ul style="list-style-type: none"><li>Project Consistent with WW Master Plan/Facility Plan</li></ul>	Yes	
<ul style="list-style-type: none"><li>Impacts/Concerns</li></ul>	See Public Works' Site-Specific Conditions in Section B.	
Water		
<ul style="list-style-type: none"><li>Distance to Services</li></ul>	Water available at site.	
<ul style="list-style-type: none"><li>Pressure Zone</li></ul>		
<ul style="list-style-type: none"><li>Estimated Project Water ERU's</li></ul>	See application	
<ul style="list-style-type: none"><li>Water Quality Concerns</li></ul>	None	

- |   |     |
|---|-----|
| <ul style="list-style-type: none"> <li>• Project Consistent with Water Master Plan</li> <li>• Impacts/Concerns</li> </ul> | Yes |
|---|-----|

### C. Project Maps

**Future Land Use Map**



**Aerial Map**



**Zoning Map**



**Planned Development Map**



## III. APPLICANT INFORMATION

### A. Applicant:

Kent Adamson, RiveRidge Engineering Company – 2247 S. Vista Ave., Boise, ID 83705

B. Owner:

William Gallagher, WFG Investments, LLC – 8312 W. Northview Street, Ste. 120, Boise, ID 83704

C. Representative:

Same as Applicant

#### IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	5/3/2023	6/1/2023
Radius notification mailed to property owners within 500 feet	4/28/2023	6/9/2023
Public hearing notice sign posted on site	5/7/2023	6/15/2023
Nextdoor posting	4/28/2023	6/8/2023

#### V. COMPREHENSIVE PLAN ANALYSIS

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

The subject 1.539-acre property is an enclave surrounded by existing single-family residential homes. The subject site abuts an R-8 and R-15 development to the west, Verado Subdivision No. 1 & No. 2; to the east and south is an R-1 zoning district in Ada County; and to the north is an R-8 development, Champion Park Subdivision No. 1. The subject property is designated as Medium Density Residential on the future land use map consistent with the approved development to the west. The Applicant proposes a 9-lot subdivision for single-family residential attached and detached homes at a gross density of 5.84 units per acre, which is within the desired density range of the MDR designation.

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

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

*The proposed single-family attached dwellings with a mix of lot sizes will contribute to the variety of housing options in this area and within the City as desired. Existing single-family detached and attached dwellings are in the Medium-Density and Medium High-Density Residential developments to the west and north and existing Residential Estate lots (R1) in Ada County consisting of detached dwellings are located within the surrounding area.*

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

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

- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

*This area consists primarily of single-family detached and attached homes located to the north south, east, and west; only single-family attached homes are proposed within this development. The proposed development offers lot sizes ranging from 4,237 to 5,332 square feet (s.f.).*

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

*The proposed medium-density residential single-family attached homes contribute to the variety of residential categories within the surrounding area as desired. The proposed development is most compatible with the adjacent Verado development which has similar lot sizes and density. A 25-foot wide landscape buffer is proposed along Ustick Road as well.*

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

*The proposed site design provides maximum use of the land with the proposed residential dwelling types and should be compatible with the existing developments on adjacent properties that are also designated for MDR uses.*

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

*The proposed development will not likely impact the existing abutting developments to the east, west, and south.*

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

*The proposed development will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and through this development in accord with current City plans.*

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

*A 5-foot-wide detached sidewalk is located along E. Ustick Road. The existing sidewalk provides a link between all subdivisions east and west of this site.*

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

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

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

*If annexed, the proposed development will be required to abandon the existing septic system and connect to the City wastewater system.*

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

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

Based on the analysis above, staff finds the proposed development is consistent with the Comprehensive

Plan.

## VI. STAFF ANALYSIS

### A. ANNEXATION (AZ)

The Applicant proposes to annex 1.73-acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City's Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 9 single-family attached and detached dwelling units and 2 common lots at a gross density of 5.84 units per acre (see Sections VIII.B, E). The proposed use and density of the development is consistent with the MDR FLUM designation.

Single-family detached and attached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district.

The property is contiguous to City annexed land to the north and is within the City's Area of City Impact boundary. A legal description and exhibit map of the overall annexation area for the R-8 zoning districts are included in Section VIII.A.

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

### B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 9 building lots and 2 common lots on 1.539-acre property in the proposed R-8 zoning district. Proposed lots range in size from 4,237 to 5,332 square feet (s.f.) (or 0.09 to 0.12 acres). The proposed gross density of the subdivision is 5.84 units per acre. The subdivision is proposed to develop in one phase as shown in Section VIII.B.

**Existing Structures/Site Improvements:** The outbuilding located on E. Ringneck Street should be removed with development of this property. **Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.**

**Dimensional Standards (UDC [11-2](#)):** The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. **The proposed preliminary plat appears to comply with the dimensional standards of the district.**

**Access:** Access is proposed from E. Ringneck Street from N. Verado Ave. and E. Ustick Road. Direct lot access from E. Ustick Road is prohibited. *The Applicant is proposing to remove the existing curb cut to E. Ustick Road on this site as depicted on the preliminary plat. An Emergency Vehicle Turnaround is depicted on the plat over Lot 3, Block 2; the intent is to remove the turnaround to accommodate a single-family residential home once N. Lapis Road is extended in the future. The Applicant has proposed to landscape this parcel to be used as common open space for the development until such time that N. Lapis Road is extended.*

**Parking (UDC [11-3C](#)):** Off-street parking is required to be provided in accord with the standards listed in UDC [Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence.

**Landscaping (UDC [11-3B](#)):** A twenty-five-foot landscape buffer is required along E. Ustick Road in accord with UDC 11-3B-7. The landscape plan submitted depicts a thirty-foot landscape buffer along E.

Ustick Road due to the Milk Lateral Easement. *Staff finds that the landscape plan should depict less lawn and a wider planter bed with an additional mix of a variety of shrubs, mulch, and other vegetative ground cover in accord with UDC 11-3B-7C.*

*A Tree Mitigation Plan should be submitted with the final plat detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC [11-3B-10C.5](#).*

**Sidewalks (11-3A-17):** E. Ustick Road is improved with an existing 5-foot wide detached concrete sidewalk abutting the site in accord with UDC standards. Staff is not recommending that this sidewalk be replaced with a 5-foot detached sidewalk. *The Applicant is proposing 5-foot attached sidewalks on both sides of E. Ringneck Street and N. Lapis Avenue. Staff recommends that the Applicant replace the gravel area in the parkway area with vegetation in accord with UDC 11-3B-7C and remove the driveway and replace with curb, gutter, and sidewalk per ACHD standards.*

**Utilities (UDC [11-3A-21](#)):** Connection to City water and sewer services is required in accord with UDC 11-3A-21. Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

**Fencing (UDC [11-3A-6](#), [11-3A-7](#)):** All fencing is required to comply with the standards listed in UDC 11-3A-7. *According to the submitted landscape plan, the Applicant is proposing 6-foot Vinyl fencing around the perimeter of the site and between the single-family attached homes. A detail of the fencing should be provided with the final plat.*

**Pressurized Irrigation System (UDC [11-3A-15](#)):** Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15. *The second common lot proposed on the east side of this site is planned to serve the pump station for the proposed subdivision's pressure irrigation as depicted on the preliminary plat. The corridor for the southern user ditch is to be piped from the southeast corner of the existing exit location into the Verado Subdivision to the west. The property does not comprise surface water rights; therefore, the Applicant is proposing a private pressurized irrigation system.*

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

**Building Elevations:** Conceptual building elevations were submitted that demonstrate what future homes in this development will look like (see Section VIII.D). Variations of single-story homes with a two-car garage are proposed. *The submitted elevations depict a number of different architectural and design styles with field materials of lap siding, stucco, differing color accents, and roof profiles. Staff recommends that the Applicant add additional stone or brick accents to the front of the homes to provide more of a variation in materials and a combination of various colors for each unit. The Applicant shall submit elevations for the future single-family detached home with the Design Review Application.* The final design of the structure is required to comply with the design standards listed in the Architectural Standards Manual.

## VII. DECISION

### A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on May 18, 2023. At the public hearing, the Commission moved to recommend approval of the subject Annexation, Zoning, and Preliminary Plat requests.

1. Summary of Commission public hearing:
  - a. In favor: Chip Gallagher
  - b. In opposition: None
  - c. Commenting: Chip Gallagher
  - d. Written testimony: Christie Mangel, increased traffic, safety, and need for noise mitigation:
  - e. Staff presenting application: Stacy Hersh, Associate Planner
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by Commission:
  - a. None
4. Commission change(s) to Staff recommendation:
  - a. None
5. Outstanding issue(s) for City Council:
  - a. None

C. The Meridian City Council heard these items on June 27, 2023. At the public hearing, the Council moved to approve the subject Annexation, Zoning and Preliminary Plat requests.

1. Summary of the City Council public hearing:
  - a. In favor: Kent Adamson, RiveRidge Engineering Company
  - b. In opposition: None
  - c. Commenting: Kent Adamson, RiveRidge Engineering Company
  - d. Written testimony: None
  - e. Staff presenting application: Stacy Hersh, Associate Planner
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by City Council:
  - a. None
4. City Council change(s) to Commission recommendation:
  - a. None

## VIII. EXHIBITS

### A. Annexation Legal Description and Exhibit Map

Description for  
**R-8 Zone**  
Ringneck Place Subdivision  
February 21, 2023

A parcel of land located in Government Lot 3 of Section 5, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the 1/4 corner common to Section 5, T.3N., R.1E., B.M. and Section 32, T.4N., R.1E., B.M., from which the Section corner common to Sections 5 and 6, T.3N., R.1E., B.M., and Sections 31 and 32, T.4N., R.1E., B.M., bears North 89°44'57" West, 2,655.43 feet, thence on the north boundary line of said Section 5, North 89°44'57" West, 167.49 feet to the **POINT OF BEGINNING**;

thence leaving said north boundary line, South 00°28'02" West, 450.00 feet;

thence North 89°44'57" West, 167.50 feet to the east boundary line of Verado Subdivision No. 1 as filed in Book 112 of Plats at Pages 16219 through 16223, records of Ada County, Idaho;

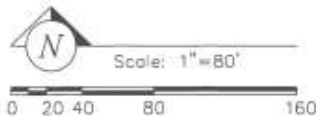
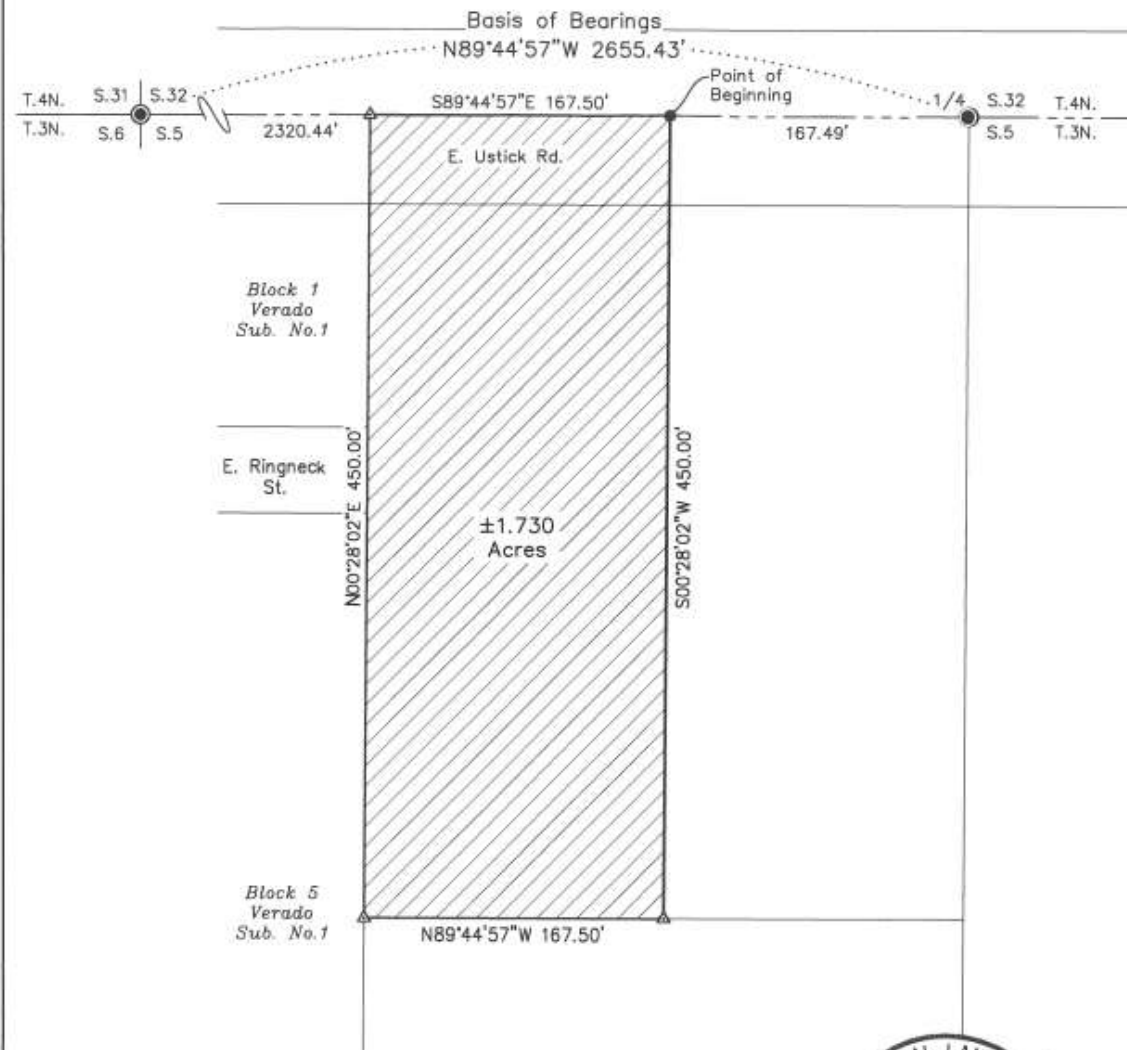
thence on said east boundary line and the northerly extension thereof, North 00°28'02" East, 450.00 feet to the north boundary line of said Section 5;

thence on said north boundary line, South 89°44'57" East, 167.50 feet to the **POINT OF BEGINNING**.

Containing 1.730 acres, more or less.

End of Description.





Verado Sub. Verado Sub. No. 1 02-21-2023 8:55:31 AM

**IDAHO SURVEY GROUP, LLC**

9665 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 846-8570

Exhibit Drawing for  
**R-8 Zone**  
Ringneck Place Subdivision

Located in Government Lot 3 of Section 5,  
T.3N., R.1E., B.M., Ada County, Idaho.

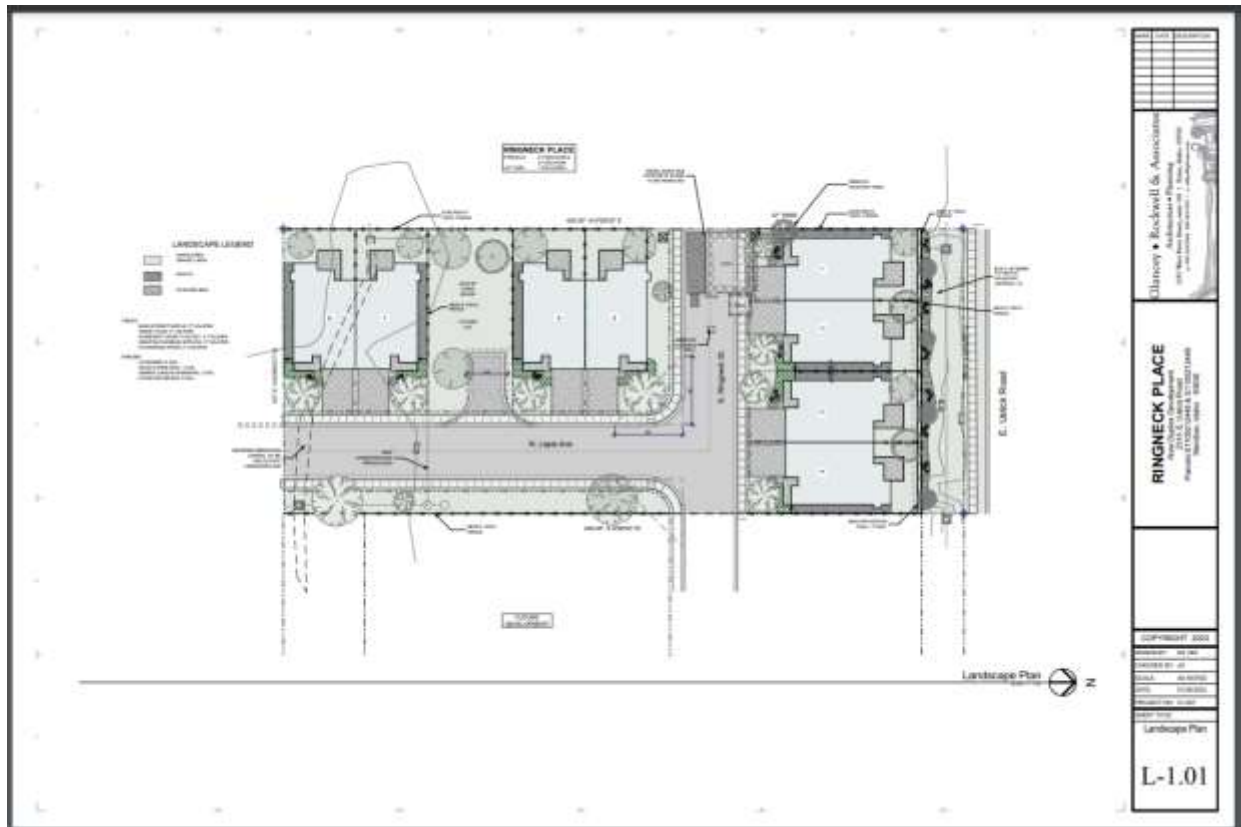
Job No.  
21-486

Sheet No.  
1

Dwg. Date  
2/21/2023

[illegible]

C. Landscape Plan (dated: 1/26/23)



## D. Conceptual Building Elevations



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

### **A. PLANNING DIVISION**

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

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

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, and conceptual building elevations included in Section VIII and the provisions contained herein.
2. The final plat shall include the following revisions:
  - a. Include a plat note that restricts Lot 3, Block 2 from being a buildable lot until N. Lapis Road is extended in the future.
  - b. Graphically depict zero lots line on the plat for those lots that will be developed with single-family attached homes.
3. The landscape plan submitted with the final plat shall include the following revisions:
  - a. Replace the gravel area in the parkway area with vegetation in accord with UDC 11-3B-7C and remove the driveway and replace it with curb, gutter, and sidewalk per ACHD standards
  - b. Depict a fencing detail for all new fencing proposed for the subject site.
  - c. Lot 3, Block 2 shall be landscaped and used as common open space for the development until such time that N. Lapis Road is extended.
  - c. Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement per UDC 11-3B-10C.5.
  - d. Revise the landscape plan to depict less lawn and a wider planter bed with an additional mix of a variety of shrubs, mulch, and other vegetative ground cover in accord with UDC 11-3B-7C within the 25-foot landscape buffer along E. Ustick Road.
4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
7. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
8. Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.
9. The Applicant shall comply with all ACHD conditions of approval.
10. Direct lot access from E. Ustick Road is prohibited.

11. A Design Review application shall be submitted and approved for the proposed single-family attached homes prior to submittal of a building permit application. The design standards listed in the [Architectural Standards Manual](#) and the Development Agreement. The Applicant shall submit revised elevations that include a mix of stone and/or brick as well as submit elevations for the future single-family detached home with the Design Review Application.
13. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
14. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

## **B. PUBLIC WORKS**

### **1. Site Specific Conditions of Approval**

- 1.1 Call out removal of blow-off valve on water main along west boundary of site.
- 1.2 Dead ends to the east and south need to either end in a fire hydrant or a 4" blow-off.
- 1.3 Ensure no sewer services pass through infiltration trenches.

### **2. General Conditions of Approval**

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). 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 prior to receiving development plan approval.

- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 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.
- 2.7 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.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 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.
- 2.17 The design 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.
- 2.18 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.
- 2.19 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.

- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at [http://www.meridiancity.org/public\\_works.aspx?id=272](http://www.meridiancity.org/public_works.aspx?id=272).
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse 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 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.
- 2.22 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, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate 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.

#### **C. FIRE DEPARTMENT**

The fire department turn around shall be signed "No Parking Fire Lane" per the 2108 IFC and installed to ACHD standards.

#### **D. POLICE DEPARTMENT**

No comments at this time.

#### **E. PARK'S DEPARTMENT**

No multi-use pathways required for this project; propose a tree mitigation plan for any trees to be removed and submit to City Arborist prior to final approval per UDC 11-3B-10.

#### **F. ADA COUNTY DEVELOPMENT SERVICES (ACDS)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=290606&dbid=0&repo=MeridianCity>

#### **G. WEST ADA SCHOOL DISTRICT (WASD)**

No comments were received from WASD.

#### **H. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=292631&dbid=0&repo=MeridianCity&cr=1>

#### **I. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293371&dbid=0&repo=MeridianCity>

## **J. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

No comments were received from ACHD.

## **K. NAMPA MERIDIAN IRRIGATION DISTRICT (NMID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=292720&dbid=0&repo=MeridianCity&cr=1>

## **FINDINGS**

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

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

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

*Commission finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family attached dwellings on the site at a gross density of 5.84 units per acre is consistent with the density desired in the MDR designation for this property; the preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.*

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

*Commission finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.*

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

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

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

*Commission finds City services are available to be provided to this development. Comments were not received from WASD on this application so Staff is unable to determine impacts to the school district.*

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

*Commission finds the proposed annexation is in the best interest of the city if revisions are made to the development plan as recommended.*

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

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

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

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

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

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

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

*Commission finds there are no roadways, bridges or intersections in the general vicinity that are in the IFYWP or the CIP.*

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

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

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

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

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

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



## AGENDA ITEM

**ITEM TOPIC:** Meridian Fire Department: Fiscal Year 2024 Budget Amendment in the Amount of \$100,000.00 for Darkhorse Data Analytics and Predictive Modeling Software

## City of Meridian FY2024 Budget Amendment Form



## Personnel Costs

Full Time Equivalent (FTE): \_\_\_\_\_

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210	41200	0	Wages	
01	2210	41206	0	PT/Seasonal Wages	
01	2210	41210	0	Overtime	
01	2210	41304	0	Uniform Allowance	
01	2210	42021	0	FICA	\$ -
01	2210	42022	0	PERSI	\$ -
01	2210	42023	0	Worker's Comp	\$ -
01	2210	42025	0	Employee Insurance	\$ -
Total Personnel Costs					\$ -

Please only complete the fields highlighted in Orange.

## Amendment Details

Title: Darkhorse Data Analytics and Predictive Modeling Software  
 Department Name: Fire Department  
 Presenting Department Name: Fire Department  
 Department #: 2210  
 Primary Funding Source: 01  
 CIP#: \_\_\_\_\_  
 Project #: \_\_\_\_\_

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

Clerks Office Stamp

Date of Council Approval \_\_\_\_\_

## Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	2210	53360	0	Software Expense	\$ 80,000	\$ 20,000	\$ 100,000
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
Total Operating Expenditures					\$ 80,000	\$ 20,000	\$ 100,000

## Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210		0		
01	2210		0		
01	2210		0		
01	2210		0		
01	2210		0		
01	2210		0		
Total Capital Outlay					\$ -

## Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210		0		
01	2210		0		
01	2210		0		
Total Revenue/Donations					\$ -

## Acknowledgement

Date

[Signature]  
 Department Director

11/6/23

REVIEWED

By Todd Lavoie at 9:42 am, Nov 07, 2023

jfields 11.7.23

Chief Financial Officer

Approved Jessica Perreault via email 11.8.23

Council Liaison

[Signature]  
 Mayor

11-8-23

Total Amendment Request \$ 100,000

Total Amendment Cost - Lifetime

## City of Meridian FY2024 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Department Name: Fire Department
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	<b>Title: Darkhorse Data Analytics and Predictive Modeling Software</b>
Operating	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	<b>Instructions for Submitting Budget Amendments:</b>
Capital	\$ -					> Department will send Amendment with Directors signature to Finance (Budget Analyst) for review
Total	\$ -	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	> Finance will send Amendment to Council Liaison for signature
<b>Total Estimated Project Cost: \$ 180,000</b>						> 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

## Evaluation Questions

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

1. Describe what is being requested?

Darkhorse data analytics and predictive modeling software is a software program that is used to enhance the interpretation of fire department response data. This software combines the ability to analyze current outcomes of established benchmarks and key performance indicators of fire department operations and the ability to forecast future response capabilities and key performance indicators. This software will be able to identify with extreme accuracy future fire station locations, optimal performance of single and multi-company deployment capabilities, resource deployment improvements and develop accurate long term solutions to efficient fire department response times.

2. Why was this budget request not submitted during the current fiscal year budget cycle?

A thorough review of Darkhorse analytical software had not been conducted at the time of the current fiscal year budget cycle. After extensive review of the software, including review of other fire department's successful use of the software, the need of the software has been identified within the current fiscal year.

3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?

The fire department is actively engaged in future planning efforts, resource deployment improvements, accreditation, response time analysis and data interpretation. Efforts in these focus areas would be greatly improved in the very near future if the software was purchased prior to waiting until the next fiscal year budget cycle.

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.

General 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: Invest in needed Fire facilities while implementing strategies to reduce loss of life and property, improve outcomes of response, enhance public education and risk reduction

6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.

No

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

Yes

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

No

9. Any additional comments?

Total Amendment Request \$ 100,000

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.

## CONSULTING SERVICES AGREEMENT

### DATA ANALYTICS AND PREDICTIVE MODELING TOOL

**THIS SOFTWARE AS A SERVICE AGREEMENT ("Agreement")** is entered into effective as of August 10,, 2023 (the "**Effective Date**")

#### BETWEEN:

**Darkhorse Emergency Corp.**, a corporation formed under the laws of Alberta, with an address at 10139 81 Avenue, Edmonton, AB, T6E 1W9, Canada ("**Darkhorse**")

and

**Meridian Fire Department**, with an address of 33 E. Broadway Ave., Ste. 210, Meridian, ID 83642 United States ("**the Customer**")

#### WHEREAS:

- A. Darkhorse provides Consulting and Implementation Services, Subscription Services, and Advisory Services related to a predictive modeling solution for emergency services providers, as defined herein;
- B. The Customer is an emergency service provider that wishes to acquire Implementation Services, Subscription Services, and Advisory Services in accordance with this Agreement; and
- C. Darkhorse and the Customer are forming this Agreement to establish the terms and conditions upon which the Darkhorse will provide the Implementation Services, Subscription Services, and Advisory Services to the Customer.
- D. The Customer is a based in the United States. All currency amounts within this contract will be in USD.

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

#### 1.0 DEFINITIONS

1.1 **Definitions.** The following terms as used in this Agreement, including the recitals, shall have the meanings indicated below, unless otherwise indicated or the context otherwise requires:

- (a) "**Business Day**" means a day Monday through Friday that the chartered banks are open for business in the Province of Alberta.
- (b) "**Business Hours**" 9 a.m. to 5p.m. MST during Business Days.
- (c) "**Confidential Information**" means any information about a party, including but not limited to information about its business, products, services, suppliers, customers, or pricing that is provided or otherwise obtained pursuant to this

Agreement, except that Confidential Information does not include information that: (i) was in the prior possession of the receiving party; (ii) was received by the receiving party from a third party without obligations of confidentiality; (iii) is in the public domain; or (iv) is developed independently by a party without use of or reference to the information of the other party.

- (d) **“Customer Data”** means information provided by Customer to assist in the development of Deliverables or input in accessing and using the Subscription Services, including but not limited to information requested by Darkhorse related to call data, spatial data, operational data and municipal development plans.
- (e) **“Customer Environment”** means electricity, internet connectivity, compatible mobile communications devices, and compatible computer hardware, software, and operating systems, as further described in Schedule “B”.
- (f) **“Darkhorse Reports”** means any reports or other output generated from the Customer accessing and using the Subscription Services.
- (g) **“Deliverable”** means a deliverable to be provided as set out in a SOW.
- (h) **“Derivative Work”** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation (including compilation or recapitulation by computer), abridgement, condensation, expansion, or any other form in which such a pre-existing work may be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute a copyright infringement.
- (i) **“Documentation”** means all documentation with respect to the Subscription Services found at <https://darkhorseemergency.com/>
- (j) **“Event of Force Majeure”** has the meaning set out in Section 12.3.
- (k) **“Implementation Services”** means the services to be provided by Darkhorse related to the customization and implementation of Darkhorse’s Software and Subscription Services, including the provision of any Deliverables under a SOW. Implementation Services shall not include any data conversion or migration unless expressly provided in a SOW.
- (l) **“Initial Term”** has the meaning set out in Section 7.
- (m) **“Intellectual Property Rights”** means: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all Derivative Works thereof; (ii) trade design and industrial design rights; (iii) integrated circuit topography rights; (iv) trade-mark and trade name rights and similar rights; (v) trade secret rights and rights in confidential information; (vi) patents, designs, algorithms and other industrial property rights, (vii) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (viii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- (n) **"Issue"** means any failure of the Subscription Services to substantially comply with the Documentation when operated in accordance with this Agreement and the Documentation, with the applicable tier and priority level for resolution of such Issue as set out in Schedule "C".
- (o) **"Qualified Personnel"** mean Customer employees who have successfully completed Darkhorse's training program for the Software and Subscription Services.
- (p) **"Renewal Term"** has the meaning set out in Section 7.
- (q) **"Service Level Agreement"** means Schedule "C".
- (r) **"Services"** means Implementation Services and Subscription Services.
- (s) **"Software"** means the software application provided by Darkhorse to be installed on a computer or mobile communications device that will permit access to Subscription Services.
- (t) **"SOW"** means a statement of work agreed to in writing by the parties setting out the Implementation Services to be provided pursuant to this Agreement, and attached as Schedule "A" to this Agreement.
- (u) **"Subscription Services"** means the services listed in Schedule B and any Deliverables to be provided under a SOW, which may be accessed by Qualified Personnel on a computer or mobile communications device.
- (v) **"Term"** means the Initial Term, and any Renewal Terms, if applicable.

## 2.0 LICENSE

2.1 **License to Customer.** Darkhorse hereby grants to the Customer a personal, nontransferable, royalty-free, fully paid up license (without rights of sublicense) during the Term to install and use the Software solely on devices owned or controlled by the Customer or its Qualified Personnel, and solely for the purpose of accessing and using the Subscription Services. The license allows the Customer an unlimited number of users access to the platform. Darkhorse hereby grants to the Customer a personal, nontransferable, royalty-free, fully paid up license (without rights of sublicense) during the Term to reproduce and use any Darkhorse Reports.

2.2 **Licenses to Darkhorse.** Customer hereby grants to the Darkhorse a personal, nontransferable, royalty-free, fully paid up license (with rights to sublicense to its contractors and suppliers) during the Term to use, reproduce and create Derivative Works of Customer Data solely to provide Services and Darkhorse Reports to Customer in accordance with this Agreement. No derivative works will be shared outside of the Customer's organization without written consent from the Customer.

2.3 **Restrictions.** Customer is not licensed or permitted under this Agreement to do any of the following and shall not allow any Qualified Personnel or others for whom Customer is responsible to do any of the following: (i) access or attempt to access any other Darkhorse systems, programs or data that are not made available for public use; (ii) rent, sell, lease, lend,

redistribute or sublicense the Software or Darkhorse Reports or permit any third party to benefit from the use or functionality of the Software, Services or Darkhorse Reports via a rental, lease, timesharing, service bureau, or other arrangement without the express permission of Darkhorse Emergency Corp.; (iii) use the Software on any compatible device that Customer or Qualified Personnel do not own or control; (iv) copy, modify, or create Derivative Works of the Software, Services or Darkhorse Reports; (v) work around any technical limitations in the Software, Services or Darkhorse Reports, or use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law or by licenses with respect to open source software included with the Software; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by Darkhorse or other licensees or customers, or impose an unreasonable or disproportionately large load on Darkhorse's infrastructure; or (vii) otherwise use the Software, services or Darkhorse Reports except as expressly allowed under this Agreement.

### **3.0 IMPLEMENTATION SERVICES**

**3.1 Implementation Services.** Subject to Customer fulfilling its obligations under the Agreement and the applicable SOW or SOWs, Darkhorse shall use commercially reasonable efforts to provide the Implementation Services in accordance with the applicable SOW or SOWs.

**3.2 Acceptance.** Any provision of Deliverables shall be subject to any acceptance procedures and criteria that may be set out in the applicable SOW.

**3.3 Project Manager.** Each party shall appoint the representative indicated in the applicable SOW to act as a Project Manager, which may be changed from time to time by providing written notice, who shall act as a single point of contact and be responsible for giving all instructions and notices permitted or required under this Agreement with respect to Implementation Services.

**3.4 Training.** Darkhorse shall provide training in the use of the Software and Subscription Services as set out in Schedule "A", or as otherwise agreed in writing by the parties.

### **4.0 SUBSCRIPTION SERVICES**

**4.1 Subscription Services.** Subject to Customer's compliance with Section 4.2, Darkhorse will use commercially reasonable efforts to provide Customer's Qualified Personnel with access to the Subscription Services in accordance with the Service Level Agreement. Except for the Customer Environment, Darkhorse shall be responsible for providing sufficient infrastructure, equipment, technical support labour to provide the Subscription Services.

**4.2 Customer Obligations.** During the Term, Customer shall be responsible for maintaining the Customer Environment at Customer's sole expense. To add clarity, this includes the access interface to the Darkhorse platform, all Customer databases and the data APIs that interface with the Darkhorse platform.

### **5.0 PAYMENTS**

**5.1 Implementation Services.** Customer shall pay for Implementation and training in accordance with the Schedules "A", "B" and "D".

5.2 **Subscription Services.** Customer shall pay for Subscription Services in advance on an annual basis as set out in Schedule “D”.

5.3 **Invoices.** Invoices are paid Net 30 days from the date of invoice. All amounts contemplated in the Schedules and all payments made shall be in the currency outlined in Schedule G.

5.4 **Taxes.** Pricing for Services is exclusive of GST, PST or HST, or other similar use or sales taxes, which shall be payable by Customer as applicable.

5.5 **Interest.** Interest will be payable on any overdue amounts under this Agreement at the lesser of 12 percent (12%) per annum or the highest amount permitted by law.

## 6.0 REPRESENTATIONS AND WARRANTIES

6.1 **Capacity.** Each party represents and warrants to the other that it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

6.2 **Residency.** Darkhorse represents and warrants that as of the Effective Date it is not a non-resident for the purposes of the Income Tax Act (Canada).

6.3 **Implementation Services.** Darkhorse represents and warrants that it will provide Implementation Services in accordance with general industry standards. Customer's sole remedy and Darkhorse's sole obligation for a breach of this representation and warranty is to use commercially reasonable efforts to re-perform such Implementation Services in accordance with the representation and warranty.

6.4 **Subscription Services.** Darkhorse warrants that the Subscription Services will substantially comply with the Documentation when operated or used in accordance with this Agreement and the Documentation. Where an Issue arises with Subscription Services when operated or used in accordance with this Agreement, the Customer's sole remedy and Darkhorse's sole obligation is to provide support to resolve such Issue in accordance with the Service Level Agreement.

6.5 **Customer Data.** Customer represents and warrants that all Customer Data shall be complete, accurate and free of errors and omissions, and that Customer has all rights necessary to grant the licenses to the Customer Data set out in this Agreement.

6.6 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SERVICES AND DARKHORSE REPORTS ARE PROVIDED “AS-IS”, AND DARKHORSE DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DARKHORSE SHALL HAVE NO LIABILITY FOR ANY USE OF OR INABILITY TO USE THE SOFTWARE, SERVICES, OR DARKHORSE REPORTS FOR ANY ERROR, INACCURACY OR OMISSION IN THE SOFTWARE, SERVICES OR DARKHORSE REPORTS CAUSED BY ANY INCOMPLETENESS OR INACCURACY OF CUSTOMER DATA, OR ANY UNAVAILABILITY, INTERRUPTION OR DEGRADATION OF INTERNET SERVICE.

## **7.0 TERM AND TERMINATION**

7.1 **Term.** This Agreement shall commence on the Effective Date and run for an initial term of two years (“**Initial Term**”) and shall automatically renew for successive terms of two years (each a “**Renewal Term**”), unless either party provides at least thirty (30) days’ notice prior to the end of the Initial term of Renewal Term, as applicable.

7.2 **Termination.** This Agreement may be terminated by a party upon written notice where it has previously provided written notice of a material breach or default of any of the provisions of this Agreement by the other party, and such breach or default remains uncured for a period of thirty (30) days after the receipt of written notice describing such breach, except that with respect to a breach of Section, parties shall have only the remedies set out therein.

7.3 **Effect of Termination.** Immediately after the effective date of expiration or termination of this Agreement, Customer shall discontinue all use of the Software and Services. Within ten (10) days of expiration or termination of this Agreement, each party shall return to the other party all Confidential Information of the other party (including in the case of Darkhorse, the return of the Customer Data), except that the obligation to return information shall not include that which must be retained for legal or archival purposes, or which is retained on a party’s network. Customer shall pay all amounts due or accruing due as of the effective date of expiration or termination of this Agreement.

## **8.0 CONFIDENTIALITY**

8.1 **Confidential Information.** Each party agrees to maintain the confidentiality of the Confidential Information of the other party and shall not disclose the Confidential Information of the other party without its prior written consent or as required by law. Each party agrees not to use the Confidential Information of the other party except to fulfill obligations or exercise rights under this Agreement, or to enforce this Agreement. A party shall be entitled to disclose the Confidential Information of the other party where required by applicable law, or the order of a court or government agency without authority to do so, except that where permitted by applicable law, the party obligated to disclose such Confidential Information shall provide prior written notice of such disclosure to the party whose Confidential Information is being disclosed.

## **9.0 OWNERSHIP**

9.1 **Software and Services.** Except for the limited licenses granted in this Agreement, Darkhorse shall own all right, title and interest in and to the Software and the Services, including but not limited to all Intellectual Property Rights therein or thereto. To the extent Customer acquires any right, title and interest in and to the Software and the Services, including but not limited to all Intellectual Property Rights therein or thereto, except as provided above, Customer hereby assigns and agrees to assign the same to Darkhorse.

9.2 **Customer Data.** Except for the limited licenses granted in this Agreement, Customer shall own all right, title and interest in and to the Customer Data, including but not limited to all Intellectual Property Rights therein or thereto. To the extent Darkhorse acquires any right, title and interest in and to the Customer Data, including but not limited to all Intellectual Property Rights therein or thereto, except as provided above, Darkhorse hereby assigns and agrees to assign the same to Customer.

9.3 **Inventions and Improvements.** Any and all inventions and improvements which the Customer may conceive, suggest or make while receiving access to the Software or the Services, shall be the sole and exclusive property of Darkhorse. Customer hereby assigns and agrees to assign to Darkhorse all right, title and interest in and to the inventions and improvements, including but not limited all Intellectual Property Rights therein or thereto.

9.4 **Further Assurances.** The Customer shall, whenever requested by Darkhorse, execute any and all applications, assignments and other instruments which Darkhorse shall deem necessary in order to apply for and obtain letters of patent or copyrights of Canada or foreign countries for the Software, Services, inventions or improvements, and in order to assign and convey to Darkhorse the sole and exclusive right, title and interest in and to the Software, Services, inventions or improvements, including but not limited to all Intellectual Property Rights therein or thereto.

## 10.0 INDEMNITY

10.1 **Indemnification.** Subject to Section 10.2, Darkhorse shall defend, indemnify and hold harmless Customer from any and all claims, actions, suits, damages and expenses alleging that the Software or Services, as provided by Darkhorse, infringe or misappropriate the Intellectual Property Rights of a third party.

10.2 **Notice and Cooperation.** Darkhorse's obligations of indemnity are subject to: (i) Customer promptly notifying Darkhorse in writing for any claim of for indemnification pursuant to Section 10.1 (provided that Customer's failure to provide such notice shall relieve Darkhorse of its indemnification obligations only to the extent that such failure prejudices the Darkhorse's ability to defend the claim); (ii) providing Darkhorse with sole control of the claim, its defense and all negotiations for its settlement or compromise; and (iii) providing information and assistance reasonably necessary to permit the Darkhorse to defend the claim.

10.3 **Exceptions.** Darkhorse shall not be liable under Section 10.1 to the extent any claims results from Customer Data, modifications to the Software or Services other than by or for Darkhorse or use of the Software or Services in a manner not authorized by the Agreement.

## 11.0 LIMITATIONS OF LIABILITY

11.1 EXCEPT FOR OBLIGATIONS UNDER SECTION 10, OR A BREACH OF SECTIONS 2, 6.5 OR 8-10 OR AMOUNTS PAYABLE UNDER THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR: (i) ANY FORM OF INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, LOST PROFITS OR OTHER ECONOMIC LOSSES, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT (INCLUDING NEGLIGENCE), CONTRACT AND BREACH OF WARRANTY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES IN EXCESS OF AMOUNTS PAID OR PAYABLE BY CUSTOMER TO DARKHOUSE IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE SUCH DAMAGES AROSE.

## 12.0 GENERAL

12.1 **Notices.** Notices and other communications sent by a party must be in writing and shall be deemed properly given if they are sent by email or prepaid courier to the other party at the respective physical address or email address set forth below:

**Darkhorse Emergency Corp.**

10139 81 Avenue  
Edmonton, AB T6E 1W9  
Canada

Attention: **Craig Hiltz, Vice President**

Email:

[craig.hiltz@darkhorseemergency.com](mailto:craig.hiltz@darkhorseemergency.com)

**Meridian Fire Department**

33 E. Broadway Ave., Ste. 210  
Meridian, ID 83642  
United States

Attention: **Charlie Butterfield,  
Deputy Chief**

Email: [cbutterfield@meridiancity.org](mailto:cbutterfield@meridiancity.org)

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or at such other addresses or email addresses as the party may advise in writing. Such notices and other communications shall be deemed to be received at the opening of business in the office of the addressee on the Business Day following transmission in the case of emails and delivery in the case of prepaid courier.

12.2 **Utilization by Other Public Agencies Clause.** The use of this contract shall be made available to other local governmental agencies and agencies established for the public benefit ("Public Agencies"). The parties agree to allow other governmental agencies to enter into separate agreements with the Contractor under the terms in effect between the Customer and the Contractor. The parties also agree that any other agency utilizing the terms of this agreement shall not be deemed to be an agent or employee of the Customer for any purpose whatsoever. The parties further agree that any Public Agency will enter its own separate contract with the Contractor.

The Customer is not otherwise responsible for the Public Agencies' performance of the Contract between the individual Public Agencies and the Contractor or for any obligation or liability accruing to the Public Agencies in the performance thereof. The Public Agencies and the Contractor further agree to waive any rights they may have in making the Customer a party to a dispute between a Public Agency and the Contractor.

12.3 **Pause Clause.** If the activity or decisions of the Customer result in significant delays to the timeline that cause Darkhorse to move their team onto another project, Darkhorse will pause the project and restart it based on Darkhorse's schedule and availability. Timelines will be adjusted accordingly.

12.4 **Independent Contractors.** The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither party shall have the right to bind or obligate the other.

12.5 **Force Majeure.** Non-performance of this Agreement (other than any failure to meet to make payments required under this Agreement) by a party shall be excused to the extent that performance by such party is rendered impractical or impossible by civil disobedience, strike, earthquake, fire, flood, governmental acts, governmental orders or governmental restrictions, shortages of supplies, or any other reason where failure to perform is beyond the reasonable control of, and not caused by negligence of, the non-performing party ("**Event of**

**Force Majeure**"); provided further that the non-performing party provides prompt notice of the Event of Force Majeure and its expected duration, and uses reasonable efforts to resolve such Event of Force Majeure.

12.6 **Equitable Relief.** Each party acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of the other party shall cause irreparable injury for which there are inadequate remedies at law, and therefore the other party shall be entitled to seek in any court of competent jurisdiction injunctive, preliminary or other equitable relief in addition to damages, including court costs and reasonable legal and other professional fees, to remedy any actual or threatened violations of its rights with respect to such matters.

12.7 **Amendment and Waiver.** No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver shall be effective only if in writing and signed by the party waiving rights.

12.8 **Advertising.** The Customer grants Darkhorse the right to reference the services performed for the Customer and the Customer name in Darkhorse's advertising or public relations materials.

12.9 **Entire Agreement.** This Agreement, including the attached Schedules incorporated herein, contains all the terms and conditions and constitutes the entire agreement in force and effect between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.

12.10 **Survival.** Sections 1, 5, 6, 7.3 and 8-12 shall survive the expiration or termination of this Agreement.

12.11 **Assignment.** Customer may not assign this Agreement without the express written consent of Darkhorse, which may be withheld in its sole discretion. Darkhorse may assign this Agreement by providing written notice to the Customer. This Agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, legal personal representatives, successors and assigns.

12.12 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

12.13 **Legal Fees.** In the event any litigation is brought by either party in connection with this Agreement, the substantially prevailing party in such litigation shall be entitled to recover from the other party all the costs, reasonable legal and other professional fees reasonably incurred by such party in the litigation, and need not bring a suit to final judgment to substantially prevail.

12.14 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

12.15 **Choice of Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta, other than with respect to conflict of

laws. The parties irrevocably submit and attorn to the exclusive jurisdiction of the Province of Alberta, in respect of matters arising in connection with Agreement.

12.16 **Counterparts.** This Agreement may be executed in two or more counterparts and transmitted by facsimile or electronically as a PDF (Portable Document Format) document, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.17 **Electronic Signatures and Electronic Records:** Darkhorse and the Customer consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Customer in the manner specified by Darkhorse. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

**Darkhorse Emergency Corp.**

**Meridian Fire Department**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name and Title: **Craig Hiltz, Vice President**

Name and Title: **Charlie Butterfield,  
Deputy Chief**

## **SCHEDULE “A”**

### **IMPLEMENTATION SERVICES**

#### **Services Provided**

##### **1. Implementation Services**

- a. Clear identification of required data and collaboration with the Customer data manager to understand service-specific business rules and particulars.
- b. Initial processing and validation of Customer data using the Darkhorse Wrangler.
- c. Iterative Diagnostic and Deployment tool demos to clarify assumptions, generate discussion, and familiarize the Customer team with the software.
- d. Forecasting future incident demand and road networks based on municipalities' population and development projections.
- e. Customization of the Deployment software to the Customer's specific language to facilitate adoption and ease of .
- f. Access to our library of clear data visualizations that are easily exportable as SVG, PNG, or CSV (data table) files.
- g. Set up automated application updates from Customer data uploads to the Darkhorse SFTP server.
- h. Historical review facilitated by our Diagnostics software. This review includes call volume, drivetime, overgoal responses, and performance to Customer service standards.
- i. Diagnostic analysis facilitated by our Diagnostics software. This includes identifying the root causes of overgoal responses. The analysis is done on both a first response level and on a contingent standard for incidents where an Effective Response Force (ERF) is required.
- j. In collaboration with the Customer, the creation of several predefined station configuration scenarios.
- k. Identification of mathematically optimal station locations using specialized optimization software for the predefined scenarios and constraints.
- l. Executive summary presentation deck capturing key insights from diagnostic analysis, root cause analysis and station location recommendations

The Implementation phase will take between 10 and 12 weeks from the date full data is provided to Darkhorse.

##### **2. Advisory Services (OPTIONAL)**

Access to Darkhorse advisor(s) throughout the subscription period.

To accommodate the reality that the Customer's needs may change from year to year, Darkhorse offers two options to meet the needs of each contract year. Options can be

changed at the beginning of each contract year. Option 2 can be initiated at any point of a contract.

**Option 1 - Fractional FTE:** The Darkhorse team will provide access to the appropriate resource to meet the Customer's needs on a longer-term arrangement. Resources may range from a strategic advisor to a technical analyst. Engagements are typically in place for the entire year. The cost will depend on the type and fraction of resource(s) included.

**Option 2 - Advisor Retainer:** This is the most flexible approach if the Customer is uncertain of their needs, but Darkhorse's responsiveness will depend on the availability of the required advisor type. The Customer pre-pays for a block of 40 hours for \$10,000 and can re-purchase an equal or larger block as required. Purchased hours do not expire for the term of the contract. Annual inflation escalation of block price is based on CPI.

## SCHEDULE "B"

### LIST OF SUBSCRIPTION SERVICES AND CUSTOMER ENVIRONMENT

#### Subscription Services

Subject to the Customer's provision of the Customer Environment, Subscription Services consist of the provision of access to and use of the functionality of the following items in accordance with the Agreement, including but not limited to the Service Level Agreement:

APPLICATION	USE	PLATFORM	DATA UPDATE FREQUENCY
Darkhorse Wrangler Service	Data cleanliness and consistency for Darkhorse applications.  Enables efficient analysis to answer ad-hoc analytics requests.	Darkhorse computational notebooks and standardized database	Auto updates based on client frequency requirements
Darkhorse HQ	Quick access to your most important KPIs	Web-based	Auto updates based on client frequency requirements
Darkhorse Diagnostics Module	Historical data exploratory application.	Web-based	Auto updates based on client frequency requirements
Darkhorse Deployment Module	Predictive modelling application – Station locations, resource deployment scenarios, boundary optimization.	Web-based	Annual spatial update. Annual demand set to review and updates.

The subscription start date will be the contract signing date. This date will be the anniversary of subsequent subscription years.

## SCHEDULE “C”

### SERVICE LEVEL AGREEMENT

ISSUE TIER AND PRIORITY	PRIORITY DEFINITION	SERVICE LEVEL
<p><b>Tier 1</b></p> <p><b>Any Priority</b></p>	<p>Tier 1 issues are those Issues that involve any loss of productive use caused by non-code factors, such as the need or loss of credentials for logging in, inaccessibility to Wi-Fi for data downloads, device-specific support</p>	<p>Support for Tier 1 Issues will be provided by a trained power user within the Customer organization. Issues that cannot be handled by Tier 1 support will be escalated to Darkhorse Tier 2 personnel.</p>
<p><b>Tier 2</b></p>	<p>Tier 2 issues are those Issues not covered or resolvable via Tier 1 support, and these include application bugs. Tier 2 support requests will originate from the designated client Tier 1 representative.</p>	
<p><b>Priority 1: Urgent</b></p>	<p>Priority 1 Issues are those defined by complete loss of productive use. Functionality is prohibited with no client-side workaround available.</p>	<p><b>Acknowledgement Time:</b> Maximum of 4 hours within Business Hours from the inquiry being made by the Customer.</p> <p>Resolution Time is within 8 hours of Acknowledgement Time</p>
<p><b>Priority 2: Normal</b></p>	<p>Priority 2 are those Issues is when productive use is not impacted. Functionality is available but model outputs are not as expected or has the app has minor or cosmetic defects.</p> <p>Workarounds or configurable options are generally available.</p>	<p><b>Acknowledgement Time:</b> Maximum of 8 hours within Business Hours from the inquiry being made by the Customer.</p> <p>Resolution Time will be determined on a case-by-case basis after understanding client urgency. Typically, a response is achieved within 1-3 days.</p>

## SCHEDULE "D"

### PRICING

A project of this size and complexity can typically be completed in 10 to 12 weeks of effort. Availability of your data and feedback is critical to maintaining this pace.

All costs exclude approved pass-through costs (i.e., travel) and applicable taxes.

The implementation phase will have three invoices:

- (1) 20% upon signing the contract
- (2) 40% after the diagnostics phase, and
- (3) 40% at the end of the implementation phase.

The annual subscription fee will be invoiced full on the first day of each subscription year.

Advisory Services are completely optional.

All amounts are in USD.

#### OFFER COMPONENTS: PLATFORM

##### Term of the Agreement

2 years

##### Implementation Services

Software implementation	
Wrangler service	
HQ module	
Diagnostics module	\$60,000 one-time fee
Deployment module	
Virtual training workshops (Diagnostics & deployment)	
Data pipeline	

##### Software Subscription

Unlimited users | Technical support | Annual invoice

HQ, Diagnostics, Deployment modules	\$20,000 per year
Annual inflation escalation based on CPI	

**Total: Year 1      \$80,000**

**SCHEDULE "E"**  
**Workman's Compensation Exemption**



Workers'  
Compensation  
Board

Customer Service

Alberta

January 27, 2012

9912 - 107 Street  
PO Box 2415  
Edmonton AB T5J 2S5

Phone: 780-498-3999  
Fax: 780-498-7999  
Website: [www.wcb.ab.ca](http://www.wcb.ab.ca)  
Toll Free: 1-866-922-9221

DARKHORSE ANALYTICS INC.  
9007 112 ST NW  
EDMONTON AB T6G 2C5

Account Number: 6595277

Dear Maciej Bukczynski:

**RE: Voluntary Coverage Confirmation**

Thank you for submitting your WCB-Alberta account application.

Under the Alberta Workers' Compensation Act, your industry is considered exempt. Coverage in this industry is voluntary.

If you wish to proceed with voluntary coverage, please forward your consent to our office within three business days. If your consent is received after this date, it will be considered a new application and coverage will be effective the date your consent is received in our office.

To provide your consent, you can reply via email to [jane.kan@wcb.ab.ca](mailto:jane.kan@wcb.ab.ca) or phone me at 780-498-3999.

For more information or to access our online services, please visit [www.wcb.ab.ca](http://www.wcb.ab.ca).

Sincerely,

A handwritten signature in black ink, appearing to read 'Jane Kan'.

Jane Kan  
Employer Account Services E2

encl.

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Please help us serve you better by stating your account number on all correspondence

ED 0033 3587

1 of 1

**SCHEDULE "F"**  
**CERTIFICATE OF INSURANCE**  
Canadian Dollars



NFP Canada Corp.  
#200, 17704 103rd Avenue  
Edmonton, AB T5S 1J9

P 780.489.4961  
F 780.486.0169  
nfp.ca

**CERTIFICATE OF INSURANCE**

**NAMED INSURED:** Darkhorse Emergency Holdings, Darkhorse Emergency LP,  
Darkhorse Visualization Holdings and  
Darkhorse Visualization LP  
10139 81 ave NW  
Edmonton, AB T6E 4A4

**CERTIFICATE HOLDER:** Meridian Fire Department

33 E. Broadway Ave., Ste. 210  
Meridian ID


83642

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies herein is subject to all the terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (MM/DD/YYYY)		LIMITS OF LIABILITY	
		FROM	TO		
<b>GENERAL LIABILITY</b>  Per Occurrence * Contingent Employers Liability * Blanket Contractual Liability * Broad Form Property Damage * Cross Liability / Severability of Interest	<b>Certain Underwriters as arranged by Lloyd's through CFC Underwriting</b>			Per Occurrence	\$ 5,000,000
	ESL0039644848	04/04/2023	04/04/2024	General Aggregate	\$ 5,000,000
				Products/Completed Operations Aggregate	\$ 5,000,000
				Personal Injury & Advertising Liability	\$ 5,000,000
				Non-Owned Automobile	\$ 2,000,000
				Tenants Legal Liability	\$ 500,000
				Medical Expense Any One Person	\$ 25,000
				Employers Liability	\$ 1,000,000
<b>PROPERTY</b>  * Per Occurrence	<b>Underwriters at Lloyds under Agreement No. B1306C500432300</b>			Per Occurrence	
	FPBK2097	05/23/2023	05/24/2024	Contents	\$ 175,000
				Betterments	\$ 25,000
<b>TECHNOLOGY PROFESSIONAL LIABILITY</b>	<b>Certain Underwriters as arranged by Lloyd's through CFC Underwriting</b>			Each Claim	\$ 2,000,000
	ESL0039644848	04/04/2023	04/04/2024	Technology Professional Aggregate	\$ 2,000,000
<b>CYBER LIABILITY</b>	<b>Certain Underwriters as arranged by Lloyd's through CFC Underwriting</b>			Limit	\$ 2,000,000
	ESL0039644848	04/04/2023	04/04/2024	Cyber Aggregate	\$ 2,000,000
<b>ADDITIONAL INSURED/LOSS PAYABLE/LESSOR</b>					
Certificate Holder is added as Additional Insured on the CGL policy as required by written contract but only with respect to liability arising out of the operations of the Named Insured.					
<b>CANCELLATION:</b>					
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.					
<b>ADDITIONAL INFORMATION</b>					

**DATE:** 2023-08-10

**PER:**   
Carly Cust - Client Manager  
[carly.cust@nfp.ca](mailto:carly.cust@nfp.ca)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

## SCHEDULE "G"

### U.S. PAYMENT TRANSFER DETAILS

Please email the the following information to Darkhorse at [AR@darkhorseanalytics.com](mailto:AR@darkhorseanalytics.com) within 2 weeks of signing the contract.

- 1) The finance department contact information (contact name, email and phone number), and;
- 2) The payment method you will be using - (a) cross-border ACH, or (b) wire.

Darkhorse Emergency is located in Canada. If using ACH payment, please confirm with your financial institution to ensure your account has this feature. **IMPORTANT: there are different ABA numbers when a US company is paying via ACH versus wire.** Both are included in the document linked below.

All payments are to be made in US dollars.



10139 81 Ave NW, Edmonton, AB T6E 1W9

### US Payment Transfer Information

#### Financial Institution Information

<b>Name of Bank:</b>	Royal Bank of Canada
<b>Address:</b>	10200 102 Ave NW-Unit D219 , Edmonton, AB, T5J 4B7
<b>Swift Code:</b>	ROYCCAT2
<b>Bank Number:</b>	003
<b>Account Number:</b>	037494002614
<b>Account Type:</b>	USD Chequing Account

#### Company Information:

<b>Name:</b>	Darkhorse Emergency Corp.
<b>Address:</b>	10139 81 Ave NW, Edmonton, AB T6E 1W9
<b>Contact Person:</b>	Chantelle Bryce
<b>Telephone Numbers:</b>	1-800-261-1832
<b>Email Address:</b>	AR@darkhorseemergency.com

#### Intermediary/Corresponding Bank - For Wire Transfers

<b>ABA number:</b>	021000021
<b>Swift Code:</b>	CHASUS33
<i>This is a JP Morgan Chase bank and by entering this number, all the needed information should populate automatically.</i>	



## AGENDA ITEM

ITEM **TOPIC:** Solid Waste Program Recommended Changes to Bulky Items Pickup Program



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Workshop Agenda

**From:** Laurelei McVey, Public Works

**Meeting Date:** November 14, 2023

**Presenter:** Laurelei McVey, Public Works

**Est Time:** 15 Min

**Topic:** Solid Waste: Improvements to Bulky Item Pickup Program

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The Public Works Department is recommending a change to improve the bulky item pickup process for our residents. Bulky items are items that are too large to fit in a standard curbside trashcan such as non-freon appliances, mattresses, chairs, and couches, just to name a few.

Currently the City offers two opportunities for residents to schedule to have these items picked up for free throughout the year. Once during Extra Trash Week (last week of December) and once during Spring Cleanup (first week in May after Trash or Treasure Event). Residents currently have to call and schedule these pickups in advance, but can have up to 7 large items removed for free. Additional bulky item pickups can be scheduled throughout other times of the year with Republic Services; however, it is at a cost to the resident.

Due to the growing success of these programs and the growing size of our community, there is now too much demand to efficiently manage these pickups during the one-week period. Public Works staff worked with Republic Services to evaluate and propose a program enhancement.

Under the new program, every year each resident will be given 10 free bulky item pickups to be scheduled with Republic Services anytime throughout the year. This will add flexibility and convenience for our residents. The year-round bulky item pickup program will replace the Extra Trash Week and the Spring Cleanup week. However, this program change will not impact other events like Trash or Treasure, Christmas Tree Recycling, and Rake Up the Fall which will still occur and offer residents additional free opportunities to divert these items from the normal trash stream.

This program change will not result in a cost increase to the City from Republic Services.

Questions related to this agreement should be directed to Laurelei McVey, Public Works, [lmcvey@meridiancity.org](mailto:lmcvey@meridiancity.org), 208-985-1259.



## AGENDA ITEM

**ITEM TOPIC:** Resolution 23-2425: A Resolution Accepting the Donations of Services and Programming Offered by Republic Services of Idaho: Updating Republic Services' Address for Notice Under the Solid Waste Collection and Disposal Services Franchise Agreement; Superseding Sections 2 and 3 of Resolution 12-844, as well as Exhibit A and the Addendum Thereto; and Providing an Effective Date

BY THE CITY COUNCIL:

BORTON, CAVENER, HOAGLUN,  
OVERTON, PERRAULT, STRADER

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, ACCEPTING THE DONATIONS OF SERVICES AND PROGRAMMING OFFERED BY REPUBLIC SERVICES OF IDAHO; UPDATING REPUBLIC SERVICES' ADDRESS FOR NOTICE UNDER THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES FRANCHISE AGREEMENT; SUPERSEDING SECTIONS 2 AND 3 OF RESOLUTION NO. 12-844, AS WELL AS EXHIBIT A AND THE ADDENDUM THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, by sections 1 and 4 of City of Meridian Resolution no. 12-844, and pursuant to Article 15 of the Solid Waste Collection and Disposal Services Franchise Agreement, executed by the City on January 18, 2000, via Resolution no. 285 ("Franchise Agreement"), the City accepted the assignment of the Franchise Agreement to Republic Services of Idaho ("Republic Services"), and since April 1, 2012, Republic Services has operated a solid waste collection and disposal service in Meridian pursuant to the Franchise Agreement;

**WHEREAS**, since April 1, 2012, Republic Services has partnered with the City to provide donated services and programming for the benefit of the community, including those enumerated in section 2 of City of Meridian Resolution no. 12-844 and the exhibit and addendum thereto, and the City and Republic Services seeks to renew and update the list of services and programming donated to or provided in partnership with the City;

**WHEREAS**, the City Council of the City of Meridian finds that Republic Services' contributions of services and programming over the years have enhanced the Meridian community's quality of life, provided educational opportunities for our citizens, and contributed to making Meridian a premier place to live, work, and raise a family;

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

**Section 1.** That the City gratefully accepts and appreciates the donations and spirit of partnership extended by Republic Services to date, and acknowledges Republic Services' commitment to continuing to perform under the terms and conditions of the Franchise Agreement provide the donated services and programs listed in *Exhibit A* hereto.

**Section 2.** That the City shall direct any future notice under the Franchise Agreement to:

Republic Services of Idaho  
11101 W Executive Drive  
Boise, ID 83713  
208-685-7753

**Section 3.** That this Resolution shall supersede sections 2 and 3 of Resolution no. 12-844, as well as Exhibit A and the Addendum thereto.

**Section 4.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED** by the City Council of the City of Meridian, Idaho, this 21st day of November, 2023.

**APPROVED** by the Mayor of the City of Meridian, Idaho, this 21st day of November, 2023.

**APPROVED:**

**ATTEST:**

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

By: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A: DONATED SERVICES AND PROGRAMS

Service Type	Location Name	Address
Public Trash & Recycling Collection Service:	Meridian Downtown Trash and Recycling Street Cans	Meridian Downtown Corridor
Trash & Recycling Service for City Owned Facilities & Land:	Meridian Chamber of Commerce	215 E Franklin Rd, Meridian
	Meridian Water Department	2235 NW 8th St, Meridian
	Meridian Waste Water Plant	3401 N Ten Mile Rd, Meridian
	Meridian City Hall	33 E Broadway Ave, Meridian
	Meridian Parks Maintenance Facility	1700 E Lanark St, Meridian
	Meridian Community Pool	213 E Franklin Rd, Meridian
	Lakeview Golf Course	4200 W Talamore Blvd, #1, Meridian
	Meridian Homecourt	936 Taylor Ave, Ste. 104, Meridian
	Meridian Community Center	201 E Idaho Ave, Meridian
	Meridian Fire Safety Center	1901 E Leigh Field Dr, Meridian
Trash & Recycling Service for City Parks:	All Meridian City Parks	N/A
Trash & Recycling Service for City Fire Stations and Police Buildings:	All Meridian City Fire Stations and Police Buildings	N/A
Trash & Recycling Service for Legacy Non-Profits:	Boys & Girls Club of Ada County	911 N Meridian Rd, Meridian
	Meridian Lions Club Rodeo	6054 W Cherry Ln, Meridian
	Meridian Fire Dept. Salmon Feed BBQ	Kleiner Park
	Dairy Days	Storey Park and Parade Route
	Meridian Optimist Christmas Tree Lot	335 S Main St, Meridian

Programs:

1. Recycling Revenue Funds
2. Household Hazardous Waste Collection Program
3. Christmas Tree Collection - First full week of January after January 1st, collect Christmas trees placed at curbside from residential households.
4. Bulky Item Collection – Residential households will receive 10 free bulky item curbside pickups per calendar year. Appliances containing Freon™ are not included in this free service.
5. Winter Extra Trash Collection – In addition to the existing collection services, during first full week after Christmas (December 30, 2024 -January 4, 2025), at no additional charge, residential households can also put out at the curb up to 5 additional trash items, such as plastic bags or trash bundles weighing less than 30 pounds each, and/personal containers no larger than 32 gallons containing small items and does not exceed 60 pounds each. **This donated service expires on January 4, 2025.**
6. Fall Leaf Collection - Minimum 3 weeks of curbside and drop off leaf collection intended for residential households.
7. Reports - Monthly, quarterly, and annual reports sent to the City.
8. Sharps Container Program - Free container and drop off disposal (this program is dependent on available vendor).
9. Curbside Motor Oil Collection – Collection from residential households. Limit of 2 gallons per week.
10. Collection of Illegally Discard Solid Waste - Republic Services will work with Meridian Code Enforcement to collect illegally dumped solid waste on public lands.
11. Bio-solids Hauling Special Program
12. Solid Waste Containers - Maintain quality of residential and commercial solid waste containers.
13. Solid Waste Advisory Commission- Dedicated ex officio member.