



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, March 01, 2022 at 4:30 PM

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Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/82471522559>

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

Webinar ID: 824 7152 2559

ROLL CALL ATTENDANCE

Jessica Perreault

Joe Borton

Brad Hoaglun

Treg Bernt

Liz Strader

Luke Cavener

Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the February 15, 2022 City Council Work Session](#)
2. [Approve Minutes of the February 15, 2022 City Council Regular Meeting](#)
3. [Apex Southeast Subdivision No. 2 Sanitary Sewer Easement](#)
4. [Future State Highway 16 Crossing Water Main Easement](#)
5. [Final Plat for Meridian Movado Village Subdivision \(FP-2022-0002\) by Breckon Land Design, Located on the South Side of E. Overland Rd. Between S. Eagle Rd. and S. Cloverdale Rd.](#)
6. [Final Order for Prescott Ridge No. 1 \(FP-2021-0053\) by KM Engineering, LLP, Generally Located 1/3 Mile South of W. Chinden Blvd., on the East Side of N. McDermott Rd.](#)
7. [Memorandum of Agreement Between Meridian Library District and City Of Meridian for Design and Installation of Mural](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

8. [License Agreement Between the City of Meridian and Concept Investments, LLP for Landscape Improvements and Maintenance](#)
9. [Parks and Recreation Department: Fiscal Year 2022 Budget Amendment in the Amount of \\$45,000.00 for Meridian Road Island Beautification](#)
10. [Community Development: Ustick Road Center Median Options Between Ten Mile Road and Linder Road](#)

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the February 15, 2022 City Council Work Session

Meridian City Council Work Session

February 15, 2022.

A Meeting of the Meridian City Council was called to order at 4:30 p.m., Tuesday, February 15, 2022, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Treg Bernt, Jessica Perreault, Brad Hoaglun and Liz Strader.

Members Absent: Joe Borton and Jessica Perreault.

Also present: Chris Johnson, Bill Nary, Kyle Radek, Crystal Ritchie, Jeff Brown, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglun	<input checked="" type="checkbox"/> Treg Bernt
<input type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is February 15th, 2022, at 4:33 p.m. We will begin this afternoon's work session with roll call attendance.

ADOPTION OF AGENDA

Simison: Next item is the adoption of the agenda.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: One change for tonight's agenda. I know that Item 13 under the Consent Agenda, we wanted to remove that from the Consent Agenda and just have a quick update on some changes just to make sure everybody's on the same page on that. So, with that one change I move adoption of the agenda as amended.

Cavener: Second.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

CONSENT AGENDA [Action Item]

1. **Approve Minutes of the February 1, 2022 City Council Work Session**
2. **Approve Minutes of the February 1, 2022 City Council Regular Meeting**
3. **Final Plat for Prescott Ridge No. 1 (FP-2021-0053) by KM Engineering, LLP, Generally Located 1/3 Mile South of W. Chinden Blvd., on the East Side of N. McDermott Rd.**
4. **Final Order for Victory Commons No. 2 (FP-2021-0054) by BVA Development, Located Near the Northeast Corner of S. Meridian Rd. and E. Victory Rd.**
5. **Findings of Fact, Conclusions of Law for Denial of Alpha Development R-15 MDA (H-2021-0094) by Alpha Development Group, Located at Parcel S0427438410, on the North Side of W. McMillan Rd. Between N. San Vito Way and N. Vicenza Way, Near the Northwest Corner of N. Ten Mile Rd. and W. McMillan Rd.**
6. **Findings of Fact, Conclusions of Law for 1160 W. Ustick Annexation (H-2021-0092) by The Housing Company, Located at 1160 W. Ustick Rd., on the North Side of Ustick Rd. Between N. Linder Rd. and N. Venable Ave.**
7. **Revised Findings of Fact, Conclusions of Law for Apex East Subdivision (H-2021-0086) by Brighton Development, Inc., Located on Parcel S1405120902, South of E. Lake Hazel Rd. Between S. Locust Grove Rd. and S. Eagle Rd., in a Portion of Government Lot 2 and a Portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 2N, Range 1E.**
8. **Addendum to Development Agreement (Instrument No. 2018-042029) Between the City of Meridian and Steve Eddy for Fast Eddy's at Eagle (H-2021-0068) for Property Located at 13984 W. Jasmine Ln.**
9. **Development Agreement (H-2021-0066 Red Aspen) Between the City of Meridian and Aspen Grove Holdings, LLC for Property Located at the Southeast Corner of S. Linder Rd. and W. Overland Rd.**
10. **Farm Lease Between the City of Meridian and Louie Asumendi for Farming of 40 Acres of City-Owned Land Adjacent to the Water Resource Recovery Facility (WRRF) for 2022**
11. **Encroachment Agreement Between the City of Meridian and Northwest Pipeline, LLC for Right-of-Way Through the Undeveloped Portion of Discovery Park**

12. **Professional Services Agreement Between City of Meridian and Treasure Valley Children's Theater for 2022 Sponsorship of Theatrical Season**
14. **Resolution No. 22-2313: A Resolution Approving a Farm Lease Agreement Between the City of Meridian (Lessor) and Louie Asumendi (Lessee) for Approximately 40 Acres of Real Property Located on N. Ten Mile Rd., North of W. Ustick Rd.; Authorizing the Mayor and City Clerk to Execute and Attest Said Agreement on Behalf of the City of Meridian; and Providing an Effective Date**

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

13. **Resolution No. 21-2300: A Resolution of the Mayor and City Council of the City of Meridian to Repeal and Replace the City of Meridian Standard Operating Policy and Procedure Manual to Establish a New Standard Operating Policy Manual; and Providing an Effective Date**

Simison: Next item is Item 13, which has been removed from the Consent Agenda, which is Resolution No. 21-23100. Ask Mr. Nary to explain the changes to this item.

Nary: So, Mr. Mayor, Members of the Council, Crystal is here as well and she can talk about kind of the HR piece of this. What is in your packet is the -- what is in your packet is the final version that would, then, go from this approval to our intranet for the employees to see. So, Council Member Borton had asked -- you know, the red lines are no longer there, because, again, this is the final version that the employees would be seeing. But you will note, again, all the red lines were done and Crystal could talk about that. But I just pulled up one. One of them is about the policy and having the language in there that Council approval is required. If you want to go to your packets, 7.5 is the procedures regarding standards of conduct. So, that section if you were to scroll down to that you will see as the header on that section of procedures that changes to those procedures require Council approval. So, all of those ones -- and it was either 12 or 13, I don't remember the number, that -- 12 that all have that added to it based on our prior conversation. We also changed or added that language that we had discussed in regards to the preamble that sort of calls out the same thing and, then, again, Crystal's office was in charge of taking all those red lines -- so, Crystal's office -- again, she is going to explain kind of that the red line process and how they handled that part from our last meeting.

Simison: Okay. Council, what's your pleasure?

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglund: I think -- I think we are all on the same page. Those questions that Councilman Borton had were -- were fixed in that and Crystal if you want -- defer to the Mayor to give you permission for the podium, but --

Simison: Go ahead, Crystal.

Ritchie: I'm just here in case there is any additional questions. Like Bill stated, we walked away from our last meeting time together, incorporating the options you requested, which was to have the updated preamble, which has the language in there stating that any procedure that has a financial impact to that cannot be changed without coming forward for Council approval. So, that has been in there in the preamble. And, then, secondly, to that on the 12 policies that Council Member Borton brought forward we have the statement Bill just read to you at the top of each of the procedures for that. Those procedures also may not be changed without prior Council approval. So, what was submitted to you was the final version, no red line. The red lines were provided back to you on November 9th for you to review and take a look at and answer -- ask us any questions that you have, so we are here to request your approval of the updated manual in the format you requested and move that forward for approval tonight.

Simison: Thank you. Council, any questions?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we approve Resolution No. 21-2300.

Bernt: Second.

Simison: I have a motion and a second to approve Resolution No. 21-2300. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the resolution is agreed to.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Simison: Thank you.

Ritchie: Thank you.

DEPARTMENT / COMMISSION REPORTS [Action Item]

15. Mayor's Youth Advisory Council Quarterly Program Update

Simison: Next we will move on to Department/Commission Reports. Item 15 is the Mayor's Youth Advisory Council quarterly program update. Ask Rahand to come forward and do some introductions.

Rahbar: Mr. Mayor, City Council Members, as always I'm delighted to be here to introduce two of the amazing student leaders that make the Mayor's Youth Advisory Council the incredible group that it is. This year in particular. After taking a pause for the winter break and holidays, MYAC has resumed its regular schedule of meetings in January. So, over the past month and a half we have had two general council meetings and some exciting developments and plans for the immediate future. I don't want to steal the thunder of the two presenters, so I will welcome Jimena and Audrey to come up and introduce themselves and tell you a little bit more about it.

Simison: Thank you.

Thompson: Mr. Mayor, City Council Members, a personal introduction is in order. My name is Audrey Thompson. I am a senior of Renaissance. Graduate 2022. I am in the associate's program and today I am presenting with Jimena.

Guzman: Mr. Mayor, City Council Members, my name is Jimena Guzman. I am a senior at Renaissance High School and I am the vice-chair for MYAC.

Thompson: Perfect. Let's begin. Do you know any good jokes?

Guzman: I can't say that I prepared any today. Have you?

Thompson: Perfect. So, just to reiterate, this is covering everything that we have done January through February, including just yesterday's meeting. All right. Regular business. So, January 31st we had our guest speaker Bill Parsons. Bill Parsons is part of the Planning and Zoning committee and he helped brief us and the general council on the general actions that happen in Planning and Zoning and how that functions and the importance of it in our community. We plan to have him as a speaker, because specifically we want to incorporate some of his message into future meetings, which I will cover. February 7th we had an executive meeting where we covered and met with Peer. Peer is a wellness center that offers free peer based recovery support services, specifically for mental health, which is an item that ourselves and MSAB, Mayor Senior -- Senior Advisory Board, wanted to cover in future meetings and dates. What we hope to do is plan a 5K that will be all inclusive to the community. It's specifically uniting MYAC with our community where we will call it The Road To Recovery and it will focus on mental health and road to recovery and wellness. Next, just yesterday celebrated a very romantic Valentine's by having a MYAC meeting. We had everything from snacks, cookies, to talking about how we can be more civically engaged in our community. Specifically we wrote Valentine's Day cards for our seniors -- local seniors and senior centers and we also were briefing on future things that we can move on into the future.

Guzman: All right. Community service update. So, recently we collaborated for the Connection For The Cure suicide awareness concert. Council Members Sophie Robbins, Jacob Masson, Grace and an external member, Sophie's sister, all handed out stickers and greeted thousands of guests as they entered this concert.

Thompson: Recruitment efforts. So, in an effort to diversify our group and get a little bit less than Renaissance High School and a little bit more of everybody -- every other school, we are trying our best to recruit other students from all ages from -- in high school to come and join us. We have been doing this by having and hosting incentives, such as if you bring a friend, an incentive, then, you will get your name into the raffle for a Dutch Bros card. Seems to be popular amongst the kids. We have already had a lot of people come and collaborate in that. We are also still collaborating with principals of other schools all in Meridian, some in Boise as well, for their students to have on their announcements to come back and advertising that as well. So, we are very active in that. Also, I personally spoke with Kiwanis and Council Member Luke Cavener and we also advertised the importance of student engagement, civic engagement and talked about -- a little bit more about how to inspire and get your kids passionate and that included -- one of the items was being involved in MYAC and being involved in local government.

Guzman: All right. And now for future events that MYAC is planning for. As for social events, we find that the social aspect of MYAC is something that has been missing in recent years. So, we are putting forth an effort to try to increase that social engagement aspect. We will be having a murder mystery party during one of our meetings. It will be centered around problem solving, that sort of bonding event, and it will have an '80s theme. And, then, after our meeting on February 28th the general council will be engaging in a financial -- financial simulation called Mad City Money. Next as for leadership development, we are hosting an event planning themed MYAC meeting that -- on March -- March 14, our chair Sophie Robbins will be putting together an event planning guest speaker, as well as a nonprofit panel, again, led by our chair Sophie Robbins and is putting together a panel of nonprofit executives planned for the date of March 28th.

Thompson: I just want to reiterate that panel that Sophie Robbins, our chair, it is going to be centered on leadership.

Guzman: All right. As for government affairs we are planning a Planning and Zoning activity. Government affairs chair Audrey Thompson is putting together a Planning and Zoning activity for our general council members on February 28th. It will be an interactive simulation of the dynamics between citizens, Planning and Zoning, and the ordinance in place for that. In addition to that we will be having a youth lobby day. The MYAC members will be able to send in and record videos for the American Heart Association's this year asynchronous and virtual youth lobby day. These videos will specifically discuss the impact of vaping.

Thompson: Perfect. And just a little sneak peek into the Planning and Zoning activity. I have been working on this for the past couple of months in hopes to create and bring general council -- council closer to an activity and -- and engage in local government that is applicable to their lives. I have noted that when general council and when we debriefed in our government meetings they were talking about the glimmers of being a politician and talking about how fun it could be and how dramatic it could be and, of course, those are all relevant, but I wanted to talk more about what affects everyday life and what do our city council members actually do for us and one thing that Mr. Mayor Robert Simison

mentioned was Planning and Zoning, talking about that, because, obviously, it's very relevant in our community with the growth that we are experiencing. So, I created a simulation, interactive game that is strategic, creative and has a competitive factor in it. I introduced it to our general council and they came up with a name for it. The city that will be featured, which is Meridianian, it's like Meridian, but with more idian is how they put it. Going forward if you will note that I made a fake district map for Meridianian and it is themed very closely to Meridian's actual district borders in hopes that it will create a very lifelike and at the same time entertaining game and activity for them as we go through. In the game there will be campaigning, propositions, city code and ordinance, districts, randomize factors. It will be very fun. There will be a place for everyone, whether you want to talk, whether you want to be a city council member, part of the planning and zoning or being a citizen. There is a place for everyone in this game and this game will be featured on the 28th if anybody is interested.

Guzman: Audrey, would you say that this map has more idian in it, the Meridian one?

Thompson: Definitely more idian.

Guzman: Fantastic. All right. As for community service events coming up, we are planning on doing something for Do The Right Day, which is coming up on April 7th. We are planning to develop an outreach plan with local businesses to see how we can contribute with this. In the past MYAC has interacted a lot with Do The Right Day, so we are hoping to sort of revive that interactive aspect. This next one is my personal favorite. We will be hosting a senior prom for the Meridian Senior Center. This is specifically with leadership development in mind, as the executive council has put on general council members to be forming a committee, leading and planning the development of this prom, which will be taking place someplace in April or May.

Thompson: Perfect. To conclude, what MYAC has done as a collective in January to February has focused very much on team building, collective work and including raising awareness for mental health, which will also be featured in future months. As we go forward we want to reiterate that we are also focusing on leadership skills as well. I would like to open it up to the Mayor and City Council Members if there are any other questions.

Simison: Thank you, Audrey and Jimena. Council, any questions or comments?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just a comment, Audrey and Jimena. Wow, I'm just blown away by how -- this is a hive of activity, all these different things you are focusing on it's really great. Thank you.

Thompson: Thank you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: If you can book a member of MYAC to speak at any public event do it. Audrey mentioned she spoke to our Kiwanis club. Thanks to Pam Orr for scheduling that at the start of January. It's one of the best speakers we had all year and not just talking about MYAC, but it was really beneficial I think for that club to hear about what goes on in a high school student's life, particularly highly motivated students like MYAC members. So, as you are out and about you are hearing people saying, hey, we would like someone to come speak to our group, book MYAC as we should have like a MYAC speaker series. Audrey did really great. I will also put in a plug. I will be volunteering at Mad City Money. If you have never volunteered at this event it's a great activity and it's a great way to interact with MYAC. So, if you are free on Monday night stop by, it's well worth your time. I'm looking forward to it in two weeks.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: You guys are best of the best.

Thompson: Thank you.

Bernt: Really good at what you guys do and -- and, you know, it's just really interesting how even when you guys are involved with commissions and the -- the -- just what you project and your insight, it's -- you know, most of the time you guys do it better than the adults, so we appreciate everything you do.

Thompson: Thank you so much.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I have a question. You know, we -- we face this thing when we do comprehensive plan map changes or anything like that, you know, you want Council -- citizen input and Council wants to hear from people and it can be hard to get -- to get people engaged and, you know, you are trying to do the same thing. So, what do you think are some of the obstacles you have for kids participating in MYAC? Is it just the amount of things that they have to do, other activities, just lack of interest or -- and how are you overcoming that you think that where you can be successful?

Guzman: Mr. Mayor, City Council Members, I think that one of the top issues that is facing MYAC members in terms of engagement and engaging in a lot of these social activities has to be that it can be very intimidating to be within the City Council chambers, especially

-- well, even if it is every other Monday and especially when MYAC has been down for so long, trying to reinvigorate that social aspect and reinvigorate that focus on community service. We have faced this obstacle of trying to get us to come together as a group and release the general council's energy on a lot of these community service activities that we are pushing. I think that one of the things that we are trying to do to overcome that is to try to make MYAC more of a community through these social bonding activities and through community service efforts that are not only collaborative with different organizations or nonprofits in the area, but that also focus on having the general council take a role and so the engagement is -- was the main inspiration for having the general council lead that committee for the senior prom to try to get those leadership development skills that we have been working on put to work.

Thompson: I would just like to also add to that -- a little thing. I play the violin as well and one thing that my teacher tells me is that when you are going to be practicing things are going to be fighting for that time. Your family is going to be fighting for that time. Your friends are going to be fighting for your time. That homework that you have. The test that you have to study for tomorrow is going to be fighting for that time. So, lots of times while we are in MYAC as the executive board, a lot of those things -- we feel like salesmen sometimes, because we are incentivizing these types of programs and at the end of the decision to show up and there is the decision to be motivated, passionate about local government, but all we can do is tell them this is going to better your life and it's not just going to be a scholarship opportunity or resume, something you can put on your resume, it's going to be something that's going to better you as a person and help you build those soft skills that's going to help you in the future.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Just a follow up. That's -- that's fantastic and -- and also I just want to encourage you to keep at it and, you know, you may set goals and look at things and, you know, when you graduate, walk out and go, boy, we didn't meet that goal or something, but you don't realize the seeds that you plant that can help for future success and you can look back and say, oh, I think we were part of that and we do the same thing on this Council. There are things that we do now that, you know, down the road, years from now people won't remember our name that we -- we did something that setup up for success in the future. So, it's always -- you always want to plant seeds where ever you go. You may not harvest it, but it's always great to plant those positive seeds.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I just want to share, too, because I got notification about this this week. So, in a former life I was fortunate enough to be a MYAC advisor and the students that I worked with that met in MYAC have now gotten married and have now had a child. So, it is

possible in our future that you could have a MYAC participant as a child of two MYAC graduates and I just think that's really cool. Just kind of speaks to all the opportunities. You can even start a family -- maybe later in life -- as a result of attending the Mayor's Youth Advisory program.

Simison: For the record there is no fraternizing of that nature that is part of MYAC that I'm aware of.

Thompson: Like I said yesterday -- our meeting yesterday was very romantic.

Hoaglund: If Councilman Cavener knows the name of the baby -- by chance is the middle name MYAC? So --

Guzman: Mr. Mayor, City Council Members, I would just like to put on the record that that was a missed opportunity and -- yeah.

Simison: Well, thank you both. I don't want to burst your bubble, but if the game turns out to be successful, unfortunately, as it was developed under the city's program, technically I think it belongs the city and -- but maybe we can talk about that in another life. But we look forward to that. Thank you.

Thompson: Thank you. We appreciate you.

Guzman: Thank you.

16. Public Works: City Code Update - Maintenance Responsibility for Sewer Services on Private Property

Simison: So, Kyle, let's talk about sewers.

Radek: Mr. Mayor, I would love to.

Simison: With that we will move on to Item 16 this evening, the Public Works city update from Mr. Radek.

Radek: Mr. Mayor, Council Members, normally this is a job for Clint Dolsby. I guess I will be playing the part of Clint Dolsby tonight. The purpose of this code update is to eliminate confusion about who is responsible for maintenance of a sewer service at what locations. The vast majority of sewer services in this city go from a home out the front -- under the front yard to the street to the water -- to the sewer main and the code is written to support that and says until that sewer line gets to the right of way line or the property line it's the responsibility of the property owner to maintain that and, then, once it gets past the right of way line it's the responsibility of the city to maintain that. There are, however, a lot of sewer services that don't go from a building across private property to right of way. Commercial the sewer services a lot of times will never get to right of way. They will go through a parking lot and get to a sewer main that's in an easement. Another example

that we are seeing a lot of now as private drives and that sewer service will leave the property when they go on to the private drive, which is not right of way, and, then, go to right of way. So, this proposed code update clarifies that until the sewer service gets to a -- gets to either right of way or a public utility easement -- public sewer easement, then, it is the responsibility of the property owner to maintain it and once it gets to that easement the city is responsible to maintain it and that is the entire update and I would be happy to stand for any questions you have. We are asking for some guidance tonight and if -- if everybody is okay with it move forward in a few weeks with putting it on the regular Council agenda for a hearing, if -- unless you have some other -- other guidance back and work some of the things out that you can think of.

Simison: So -- so just what I heard using the private drive as an example, the house would be responsible until it gets to that place and, then, someone else would be responsible, potentially, if they are not the owner, if it's an HOA, which means that -- who owns a private -- who would own a private drive that would be responsible for that section before it hit the street?

Radek: Yeah. Mr. Mayor, good question. Because I know it's not the city. So, depending on how that -- that private drive was written and I guess dedicated as it is -- technically I'm sure it's HOA property. It doesn't belong to those three homeowners that use it, but I would imagine -- and I'm just guessing, maybe looking for some help from Bill here -- that the property owner is going to be responsible for maintaining that service until it gets to city responsibility. So, I don't --

Nary: There we go. Mr. Mayor, Members of the Council, so, yeah, I would agree with Kyle, I mean, again, we are trying to create some clarity on where that service belongs and, again, between the owner of the service, the property that it crosses and, then, a public -- or a public right of way that we have acquired, that's what we are trying to clear up here in this particular instance. So, I don't have, I guess, a -- to what Kyle said. I mean it really is trying to make sure that the property owner understands, again, we are only responsible to this point. We have the same issue with water, although that's -- water has been a little different, but where -- you know, again, we cover to the meter and, then, everything beyond the meter goes to the property owner. So, I think this really is just a cleanup to me. But, again, if you have other questions we certainly can answer those.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Basically, Kyle, what we are doing is ensuring that the city is not going to be responsible for anything on private ground. Whether it's a single property owner or -- it's going to be covered by a homeowner's association or a private drive, maybe it is the three homeowners that are on a private drive, but it's clear that we won't be going in there, because that's not our property, that's not our public easement, it's their issue.

Radek: Mr. Mayor, Councilman Hoaglun, that's correct. We just want to make it clear that unless -- unless it's a city easement with city infrastructure in it, it's not our -- it's not ours to maintain and fix.

Simison: So maybe going to the next step, stay with the private drive. When the HOA goes away maybe the private drive gets redistributed back to those three property owners. My real question is if there is a third party in between where the city -- someone else in between, what is their obligation to do something? Do we have the right to go force that middle person to do something for the benefit of the person at the end of the line? Because it's one thing to tell the owner you got to fix it and we are not going to do it, but to tell somebody else that there is a problem in between that they got to go fix it for the benefit of another person.

Nary: Mr. Mayor, Members of the Council, I would see this playing out in a situation like that where the middle property owner is going to say, look, I'm not -- I'm not paying for any of it. I don't need it. There is nothing that affects me with this. All -- we don't have the right to access it. That's our biggest problem is that we don't have an ability to just drive a truck into their driveway and dig up the driveway. So, we are going to need some level of permission to do that. I would anticipate -- I don't know if Kyle has had experience with these -- where, again, most of those other property owners, they get it that as long as they are not paying they don't care. So, the other party is going to have to pay for that cost, because they are the ones that need the service restored. But the middle one I don't know if we have had a lot of issues with that, Kyle, and that would be kind of like you guys.

Radek: Mr. Mayor, Council Members, it's an interesting question, because it goes beyond water and sewer, it goes to pavement as well and it's one of the things that certainly we are not -- we are not responsible for pavement, but that's going to be an eventual question for 40 years down the road, no pun intended, when the pavement is all cracked up. It's not ACHD's pavement, that payment belongs to the HOA and it's the three or four homes that use that private drive that need it. So, who is going to pay for that? I don't know. I -- I believe our position would be that -- that the only person benefiting from that service that goes from the home across the private drive to the city main is that homeowner and that homeowner will be responsible for that service.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. So, you know, here so much of our city is new; right? I had the pleasure of renovating a one hundred year old home in a suburb of New York where I had to replace the clay pipe that ran from our house to the street. I guess my question would be -- I think it makes perfect sense to go from the homeowner to the public right of way. I guess my question would be in the case of a private drive is there any city infrastructure underneath that drive that is not specific to one homeowner. Like is there a trunk? Is there anything

that multiple homeowners share that you could argue is like a piece of city infrastructure or does each home have an individual line that goes to the public right of way.

Radek: Mr. Mayor, Councilman Strader -- Council Woman Strader. Sorry. Sometimes we do have a water or sewer main in a private drive. Only if it benefits the city is the exception to the rule. But if we do we have an easement over that and so the vast majority of private drives do not have any public infrastructure that serves everyone. That's why we have -- we stopped -- we generally stopped the water main and we stopped the sewer main at the entrance of the private drive and, then, it's just services beyond that.

Strader: Thank you. Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe just to -- I think -- are you looking for feedback, Kyle?

Radek: Mr. Mayor, Council Woman Strader, yeah, just -- just any feedback, any guidance and then -- yeah. We don't -- we don't need a vote or anything like that, so --

Simison: Clint is looking for feedback. You are just a straw man in the middle.

Radek: That's right. Nobody asked about water services.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: That makes sense to me. I guess I'm just worried about kind of a set of circumstances that, yeah, have we thought through everything. Like this carve out that -- I guess it would fall under a public easement, but, you know, we -- I think we want to minimize conflicts between neighbors, so I'm supportive in general of the idea, if we could just look into somebody tells them areas where there could be a conflict. The private drive sounds like one. You know, maybe looking at examples where we have seen conflicts in the past and people coming into the city later to -- where they have had their own services and we have had to go back and put them in, how that would play out under this new approach.

Simison: Yeah. I'm kind of in place. I mean I just -- the one that scares me is anything that denies responsibility. I mean we have HOAs on Cherry Lane, which were there at one point in time and people responsible for the weeds, then, the HOA went away, now no one is responsible for the weeds, when technically someone is responsible for the weeds, but nobody wants to enforce who is responsible for the weeds to do that stuff and so when you start putting stuff into common share -- it's one thing to do a parking lot in a -- in a shopping center that's owned by -- private land that is owned by somebody, even if it is a corporation, but when you start getting into communal ownership of property that could go away and, then, what is the result of that going away, how does that impact

something in the future -- when this is likely going to be the issue 30 years, 40 years. Just make sure we have thought through that to the best of our ability if this addresses that. Otherwise, we are just kicking it to somebody else when these pop.

Nary: Mr. Mayor, Members of the Council, I mean we certainly can have this conversation with Public Works and with Planning, because, you are right, I mean the narrow circumstances are pretty narrow, but they do exist, and so we want to make sure -- most platting will have utility easements listed on the plat, so the person does know there is a utility easement in that driveway for all utilities, just -- the cable and everything else probably running through that as well. But we can certainly make it clear. I mean, again, it may be a requirement that we decide from the city that if you have a private driveway you have to dedicate the entire driveway as an easement to the city for the utilities that are placed in it.

Radek: I guess, if I -- if I can just respond to that. I'm sorry, I thought you were done, but your mic was off. I guess this is just kind of a continuation of the private drive conversation, because we don't want to go into a private drive, we don't want to have anything to do with a private drive, because there is no guaranteed access in a private drive. There is cars there. Trucks there. RVs there. We don't want our Public Works infrastructure in a private drive. That was -- that's kind of a major point about this.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Then a question I think if -- for those rare instances something might crop up. Do we have a mechanism, Bill, where we can place it on the property, something needs to be done, there is a serious situation, we can go in, take care of the problem, but place a lien on the property -- there is going to be an owner of that property and -- and, then, when that time comes -- at some point in time they will see -- the Enterprise Fund will be reimbursed for that cost.

Nary: Mr. Mayor, Members of the Council, we don't currently have that in place. That's certainly something we could look at as an option in trying to create that -- these types of private drive issues.

Radek: I guess I will take this conversation and head back to Warren and Clint and Ted to -- to go over some of these, you know, cases and certainly the -- certainly the private drives are great examples of where the property owner is responsible for a much longer water and sewer service than -- than a house on a cul-de-sac or a street. So, we will definitely discuss it internally. I guess we will come back again for more discussion.

Simison: That would be -- that would be great. Especially when we have our -- another attorney up here. Thanks, Kyle.

17. Legal Department: Draft Ordinance Concerning City Council Districting

Simison: Okay. So, Item 17, Legal Department draft ordinance concerning City Council districting. Mr. Nary.

Nary: There we go. So, I'm going to do this short, because Kurt's here as well and he can explain it. What we done, Members of the Council, is that the ordinance that's in front of you has a few changes in prior discussions, as well as conversation with the Mayor and Council Member Hoaglun, about the direction this ordinance wants to go. I'm going to let Kurt, since this is probably going to cut me off in about ten seconds, come up and explain the specific changes and kind of where we are with it now. We are ready to move it forward when you are ready to bring it forward.

Simison: Kurt.

Starman: Thank you, Mr. Mayor, Members of Council. So, this is an item you have seen before -- actually on a couple of different occasions. So, last time you saw this was in December of 2021 and we just made a broad presentation, asked for feedback and we received some feedback from the Council as a whole. So, what you have before you tonight reflects the changes that we heard from various Council Members and from the body as a whole. They basically fall into three categories and they are fairly minor, but I want to just point them out to you. So, the changes that are in the draft ordinances before you this evening, as compared to the December 2021 version, are as follows: First, the -- we have modified the language that talks about the appointments of members to the committee to make that clear that just like our other committees and commissions that the appointments are made by the Mayor, subject to approval by the City Council. So, we have added language to make that more clear. Secondly, we have added some additional language and requirement that the ex-officio members of this committee, essentially staff members, as well as a member from Ada county, would develop three draft maps in advance of the committee -- in advance of deliberations of the committee to sort of prime the pump. So, the idea would be that from a staff perspective we provide three potential disrupting maps, so that when the committee does assemble and begins its deliberations it has a place to start, but we also have added language that makes it clear that the committee is not bound by those three scenarios. They can choose one of those three or they can discard all three and do something completely different. The idea simply was to give the committee a starting point. And, then, lastly, in terms of changes to the ordinance from the last time you saw this is that we -- the initial version indicated that there would be a minimum of one public hearing after a draft districting map had been -- once the committee had gravitated toward a preferred draft. We have changed that to say a minimum of two public hearings and the reality is the committee may have many more public hearings, but we wanted to have a floor and so that says it would be a minimum of two public hearings. Those are the changes from last time and, then, I'm going to transition to a second topic, which is -- we didn't have it ready for this evening, but I just wanted to let you know -- the Council know that between today and next time you see this one we will make one additional change to the ordinance and that is there is

a section -- it's just like in our current code, there is a section that pertains to vacancies on the City Council and it occurred to us sort of late in the game, quite frankly, so shame on us -- is that the way it's written currently is it contemplates the districts are in place and ready to go, but there is a possible -- because the ordinance will be adopted and the districts will follow some months later, there is a possibility is how I characterize it, that a vacancy could occur sooner before the districts actually exist and so we will likely modify that language just slightly to indicate here is what happens if -- if a vacancy occurs before the districts exist and here is how it works after that point in time. So, we will just make that clear, so we can pick up both eventualities or the possibilities of those things. So, that -- that's something that's not in the version that's before you today. It will -- some -- some modification will be likely in the ordinance when you see it at our next discussion. Then the last thing, just to report to the Council, I wanted to make the Council aware that Ada county has notified the new precincts based upon the defenses and, of course, the litigation regarding statewide redistricting has now been fully resolved as well and so the pieces are in place for -- once this ordinance is adopted the pieces are in place to begin the districting process for Meridian, have the precinct kind of make the building blocks, so to speak, for the districting process. So, that's what we have before you tonight. Again, as before, no action for the Council this evening. Really an opportunity to touch base with the City Council, receive additional input if that's -- if you have some additional thoughts for us and, then, our goal would be to have an ordinance before you for consideration for actual action soon, so that we can get going and the Mayor and others have talked about a timeline where we would like to have this ordinance in place soon, seat the members of the committee and have these districts in place this year, so that everybody has ample time to plan for the 2023 city general election. With that I would be happy to stand for questions.

Simison: Thank you, Kurt. Council, questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Kurt, you touched on some that -- as I was kind of reviewing things over the weekend kind of crept into my mind and I don't know if we -- if we do this on other resolutions, but I think timing is really critical, particularly as we are communicating this to the public. So, if it's worth considering that we will have a -- you know, a map presented to the public by this particular month and, you know, to try and have this process completed by this particular month. I'm just more offering that as -- as flavor for -- for consideration. I think kind of roadmapping this out and trying to have some deadlines in place lets the committee know that we are serious about moving forward on this thing and that sort of thing. So, that just would be the only addition that I would include is to maybe have certain benchmarks would be --

Starman: Thank you, Mr. Mayor, and Council Member Cavener. I think that's an excellent suggestion. We are in a better position today than we had been previously, because, of course, we have had a number of unknowns up until just -- just the last few weeks, quite

frankly, in terms of when is the census information going to be available, when will the litigation relative to the statewide redistricting be complete, and, then, when would the county have the precincts in place and so now we have better answers to all those things. So, we are in a better place to map out a timeline and if that's the Council's judgment or preference, we certainly could do so. My one thought I would offer is that, remember, this is -- this is an ordinance that's intended to develop initially, which would happen this year in 2022 in advance of the 2023 general city election, but also this is the ordinance that is going to be as part of the Meridian City Code on a going forward basis as well. So, there may -- I may offer just a thought that to put a specific line -- timeline in this specifically to 2022, the ordinance is going to be in place on a going forward basis, it would be -- it would become dated very quickly and we could amend the ordinance later to remove it, but perhaps a different idea is that maybe outside the ordinance process with the Council could establish a timeline for the work.

Simison: That's what I was going to suggest, since the code already dictates the time frame for us by which to have -- to have it done. So, that's already determined. You know, I have -- I have been on record with you all to say we have to spend a year in it -- of the opening of that, so we do have a tactical time frame of August, we could look at that, but if Council wants to do a resolution to memorialize that expectation, that's going to be my conversation with anybody that I'm looking to bring on this. We are going to try to get this done and have something, you know, finalized by August. So, that's my expectations. If you feel necessary to put it in code or resolution, but I don't think the code -- I don't think code on this one is where it makes sense, but there could be other things if we want to formalize it, like when we appoint them -- in the resolution that we appoint them -- a date expectation.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I just wanted to say thanks a lot, Kurt and also to Bill Nary's whole team for their work on this and I appreciate that -- it seems like you have set up a really good citizen led input process that there is going to be plenty of public hearings, that it will be impartial and informed by experts to get the existing City Council out of the weeds where we don't want to be, so I appreciate that. This is a really good resolution to me. I think it is a ticket -- or ordinance I think it's in a good spot.

Simison: Council, any other questions? Okay. Then we will work to bring this back in the next few weeks looking at how things are set up. So, thanks, Kurt.

Starman: Thank you.

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

Simison: So, with that, Council, we have reached Item 17 on the agenda -- or I'm sorry, we just completed Item 17. Next item up is Executive Session. Do we have a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move we go into Executive Session per Idaho Code 74-206(d).

Cavener: Second.

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

Roll call: Borton, absent; Cavener, yea; Bernt, yea; Perreault, absent; Hoaglund, yea; Strader, yea.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

EXECUTIVE SESSION: (5:19 p.m. to 6:02 p.m.)

Simison: Council, do I have a --

Hoaglund: Mr. Mayor, I move that we come out of Executive Session.

Simison: Motion to come out of Executive Session. Do I have a second?

Cavener: Second.

Simison: Motion and second to come out of Executive Session. All in favor say aye. Opposed nay? The ayes have it. We are out of Executive Session.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Simison: Councilman Hoaglund.

Hoaglund: Mr. Mayor, I move we adjourn.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

MEETING ADJOURNED AT 6:02 P.M.

Item #1.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the February 15, 2022 City Council Regular Meeting

Meridian City Council

February 15, 2022.

A Meeting of the Meridian City Council was called to order at 6:02 p.m., Tuesday, February 15, 2022, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Treg Bernt, Jessica Perreault, Brad Hoaglun and Liz Strader.

Members Absent: Jessica Perreault.

Also present: Chris Johnson, Bill Nary, Alan Tiefenbach, Mike Barton, Jeff Brown, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton (6:07 p.m.)
<input checked="" type="checkbox"/> Brad Hoaglun	<input checked="" type="checkbox"/> Treg Bernt
<input type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is February 15th, 2022, at 6:02 p.m. We will begin tonight's regular City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Our next item is the community invocation. Do we have -- David Rice here with us this evening? If you would like to come forward. The community invocation will be given by David Rice with the Church of Jesus Christ of Latter-Day Saints. If you will all, please, join us in the community invocation or take this as a moment of silence and reflection.

Rice: Our Father in Heaven, we are grateful to be gathered tonight, grateful for a City Council that recognizes thee in prayer. We ask thy blessings upon them that their deliberations tonight may be thoughtful and acting in the best interest of the city and those parties involved. We are grateful for the Council and ask thy blessings upon them and their associates and their families. Grateful for staff and ask thy blessings upon them and their associates and families. We are grateful for our first responders and ask thy blessings upon them and their associates and families. And this we do in the name of

Jesus Christ, amen.

ADOPTION OF AGENDA

Simison: Thank you. Council, now we are up to the adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move adoption of the agenda as published.

Cavener: Second.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

PUBLIC FORUM – Future Meeting Topics

Simison: Mr. Clerk, do we have anybody under public forum?

Johnson: Mr. Mayor, we do. Mike Luis.

Simison: Michael, you will -- you will be recognized for three minutes.

Luis: Thank you. I came tonight for a couple reasons. One is the Meridian City Library, the content that's available there, I think is inappropriate and anybody can go grab it at any age and you guys have a packet in front of you with some of the books. I talked to the library today and they did confirm that they have them. You do not need to be 18 to go grab these books and you guys could flip through that and you could read some of them and you tell me if you want your kids to go see that. It's very inappropriate. The City of Meridian has codes, which I have also brought and highlighted. I talked to one of your planning people and they said the red tape is -- you might as well not even think about opening an adult store here, but the City of Meridian library has the books. So, I think you guys need to look at that. This is a big issue in the community. The second is it was -- my daughter brought to my attention that there is boys being able to use the women's bathroom if they identify as being a woman. That's not okay either. And that was passed by this Council I believe back in 2019. Could stand corrected. I'm not sure, but I don't think that's appropriate either that men are available or vice-versa, grown women are going into little boys' bathrooms. I don't think that's acceptable. And, then, I would also like to give kudos to the Meridian PD for getting the grant for the Shoulder Tap, which is the underage -- making sure people aren't buying for them. So, I give you guys kudos for that. But I would like it brought to the attention of the Meridian library and if you

guys are going to do anything about that.

Simison: Okay. Thank you.

Luis: Thank you.

Simison: Mr. Nary, would it be possible for you to speak to -- with Mr. Luis just so he understands the relationship between the city and the library district regarding that, as well as the -- the ordinance applicable to that, so -- and if we need to have a conversation we can set one up with staff in my office.

Luis: Thank you.

DEPARTMENT / COMMISSION REPORTS [Action Item]

1. Police Department: Fiscal Year 2022 Net-Zero Budget Amendment in the Amount of \$7,310.00 for Office of Drug Policy Grant

Simison: Thank you. Okay. So, with that, Council, we will move on to Item No. 1 this evening, which is the Department/Commission Reports. The first item is with our Police Department, fiscal year 2022 net zero budget amendment in the amount of 7,310 dollars for the Office of Drug Policy grant and turn this over to Kendall.

Johnson: Mr. Mayor? My apologies, Kendall. I wanted to make known that Councilman Borton is here.

Simison: Okay. Thank you, Councilman Borton. And for the record 6:07 p.m. Kendall.

Nagy: Good evening, Mr. Mayor and Members of the Council. I am here for the net zero budget amendment, as the Mayor just stated. That is to conduct two alcohol compliance checks and Shoulder Tap operations that we do and, then, there were some incidentals there for participation in the statewide Sticker Shock campaign as well and I would be happy to answer any questions.

Simison: Okay. Thank you. Council, any questions? If not, do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we approve the Police Department's fiscal year 2022 net zero budget amendment in the amount of 7,310 dollars for Office of Drug Policy that has been presented to us by Kendall.

Cavener: Second the motion.

Simison: I have a motion and a second to approve the budget amendment in the amount of 7,310 dollars. Is there any discussion? If not, Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, yea; Perreault, absent; Hoaglund, yea; Strader, yea.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ACTION ITEMS

2. Public Hearing for Lakeview Golf Course 2022 Proposed Fee Schedule

Simison: Thank you, Kendall. Up next is our Action Items. Our first item is a public hearing for Lakeview Golf Course 2022 proposed fee schedule. We will open this public hearing with comments from Mr. Barton.

Barton: Good afternoon, Mayor and Council Members. We are here to talk about some new fees for the Lakeview Golf Course. On January 4th Director Siddoway was here and had a conversation with Council regarding some new fees for the golf course. At that time he presented two different options. The first option was an across the board six percent increase to daily green fees and also season pass offering. The second option was a six percent increase to green fees and, then, kind of a restructuring of the pass offerings to offer, you know, different times -- some people don't -- don't need an unlimited pass, they golf Monday through Friday and the weekends in the afternoon. So, at that time Council said that the preference that -- the general preference -- preference was that we bring back option number two, which was a six percent increase to the daily green fees and, then, also the variety of different offerings. I would like to bring to the Council's attention that we have noticed these fees and had a conversation with the golf course focus group and, then, also the men's and women's golf associations at the golf course, just to collect any additional feedback. Also when we noticed the fees that it was brought to our attention that there is a typo in that, in that the new pass offerings -- there is a restricted pass and so all of the restricted pass offerings were noticed as limited Monday through Friday after 12:00 and weekends and holidays after 12:00 and what it should have said was unlimited Monday through Friday anytime and, then, weekends and holidays after 12:00. So, any motion that you have should -- should correct that typo. We checked with the Legal Department to see if we needed to re-notice them and it was Bill and his team's opinion that the noticing that we did was -- was fine and that Council can approve them. As long as -- I think as long as the motion includes that correction on the record. So, I will stand for any questions.

Simison: Thank you. Council, any questions for Mr. Barton?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Mike, would you restate that again, that the restrict -- so, the restricted -- so we look at couple restricted, military, senior restricted, senior couple restricted and those are the ones that have the notation on there for that's incorrect?

Barton: Correct.

Hoaglund: So, it should read instead -- if you go through that Monday through Friday -- so, if you can repeat those again.

Barton: Yeah. So, any restricted product -- the couple restricted, senior, military restricted and the senior couple restricted, if you buy one of those passes you can golf anytime Monday through Friday. You are restricted to weekends after 12:00. So, Saturday, Sunday. And holidays after 12:00. Yeah. Yep. During the week anytime.

Simison: Council, any other questions? Okay. Thank you, Mike. This is a public hearing. Mr. Clerk, do we have anybody signed up to provide testimony on this item?

Johnson: Mr. Mayor, we did not.

Simison: Okay. Is there anybody in the audience who would like to come forward and provide testimony on this item or anybody online that would like to provide testimony? And if you are online you can use the raise your hand feature. Seeing nobody in the audience and nobody online, do I have a motion to close a public hearing?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move we close the public hearing for Lakeview Golf Course 2022 proposed fee schedule.

Bernt: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Simison: Mr. Nary, are you looking for a motion this evening to direct the resolution to be brought back or --

Nary: Yes, sir. Yes.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move approval of the adoption of the new fees of the Meridian Parks and Recreation Department, with the fees to reflect for the restricted sections for couples, senior and military and senior couple, that the restrictions apply to Monday through Friday, the golf is at anytime and for weekends and holidays it is restricted to after 12:00 noon.

Bernt: Second.

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

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mike, Steve, team, appreciate your guys' work on this. Mike, we talked about it last time I really struggled with creating these special classes right now as we are still kind of getting our grips with the -- with the course. So, I'm not supportive of the motion, but I appreciate the work that you are doing to try and invite a new customer base and look forward to seeing what we learn from this.

Simison: Is there further discussion? If not, all in favor signify by saying aye. Opposed nay?

Cavener: No.

Simison: One nay, the rest ayes, and the motion carries and we will see that back -- Mr. Nary? Next week? Okay.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

3. Public Hearing for Friendship Subdivision (H-2021-0083) by Mike Homan, Located Near the Southeast Corner of N. Meridian Rd. and E. Chinden Blvd.

- A. Request: Annexation and Zoning of 10.058 acres of land from RUT in Ada County to the R-8 zoning district.
- B. Request: Preliminary Plat consisting of 41 building lots and 7 common lots

Simison: So, with that we will move on to Item 3 this evening, which is a public hearing for Friendship Subdivision, H-2021-0083. We will open this public hearing with staff comments from Alan.

Tiefenbach: Good evening, Mr. Mayor, Members of the Council. This is Alan Tiefenbach,

associate planner with the City of Meridian. This is an application for an annexation and zoning to R-8 and a preliminary plat for 40 lots. Forty-one were originally -- well, actually, 42 were originally proposed, then, it went down to 41. So, now we are at 40. I will talk quickly about that. Okay. So, the site is located south of Chinden and west of Locust Grove.

Simison: Alan, do you have a visual that you were --

Tiefenbach: Oh, I'm sorry. I wasn't sharing. My bad. I guess it's helpful if you are looking at what I'm looking at. Okay. The site is located south of Chinden, west of Locust Grove. Brookdale Estates Subdivision is to the west, which is over here. The Hightower Subdivision is to the east over here. Saguario Canyon Subdivision is to the south and there is an existing church, which you can see in this aerial here. That's still zoned RUT in the county. Just a quick history on this property. So, this property was proposed for annexation of zoning to R-8 and plat for 48 lots is what was known as the Bull Ranch Subdivision and that was in 2015. This was subsequently denied by the Council with density being a primary concern and that R-4 zoning was more appropriate here than R-8. Comprehensive Plan recommends this for medium density residential, three to eight dwelling units per acre. So, this is an annexation, again, of ten acres of land with the R-8 zoning district and a preliminary plat to allow 40 building lots and seven common lots. North Elk Ranch Lane, which is what you see here -- this is a private road and this presently provides access from the subject property to Chinden, which is what you see up here. The subdivision proposes to connect to three existing local streets. So, it would be one, two, three different stubs. There is also another stub being provided eventually if the church property redevelops. Our code states that when a property has existing access from a state highway, again here, that if the applicant proposes a change or an increase in intensity of use, that they have to develop or otherwise acquire access to a street other than the highway and that this would be closed. So, the use of this -- staff is recommending as a condition of approval that the applicant vacate all their interests in North Elk Ranch Lane as, again, because the property already has three points of access and that's what the code requires. The plat shows the North Slough, which is what you -- find my pointer. The North Slough bisecting the property at roughly a 45 degree angle north to south and this is being relocated and piped in accordance with the code. According to an exhibit provided by the applicant, the ditch is being reconfigured towards the northwest part of the property. Obviously, this would need to be coordinated with the irrigation district. The applicant has submitted elevations of the single-family homes for this project. These homes appear to meet the design requirements for single-family homes and are consistent with the architecture of the surrounding neighborhood. Staff did express several concerns with this proposal. One of them was that we thought it was too dense on the south and they needed to take a couple of lots out on the south to make it fit better and transition better with the adjacent properties. What you are seeing here is actually an older version. So, the other comment that we had is that we thought they should line up the lot lines that are on the lots to the east. Since our earliest discussion the applicant has lost a lot -- the applicant has actually lost two lots and I'm going to talk about that here in a second. As of today as far as written testimony goes, we have only gotten one letter of opposition, but there were citizens that showed up to the Planning

Commission meeting. Now, the -- the plat does meet all the requirements of the UDC and it's consistent with the density designation. With that staff did recommend approval. When the Planning Commission happened at the Planning Commission this was on January of 2022 and the -- the Commission moved to deny the subject annexation and rezoning request. This was based on -- first of all, they preferred that it would be annexed as R-4, not R-8. They -- they had concerns about it barely meeting the minimums. Under the current code this -- this property would need to require 15 open space, but it got -- it slipped in right before the code was actually -- the -- the updates of the code was approved. So, if there is an application that's made prior to the newest version of the code we have to review it under the old version of the code. So, they -- they don't meet the 15 that would be required today, but they exceed the ten that was required at the time that the application was received. Planning Commission had concerns with -- with whether or not that was -- I think the word they used was premier. They also had concerns with whether or not there was good open space and -- and whether or not, again, they thought that the density wasn't quite there. Since this time of the Planning Commission -- what you see on the left was the landscape plan that was provided at the Planning Commission. It's pretty basic. What you see on the right is the landscape plan that I received about a week ago. For the difference -- first of all, since Planning Commission they have lost a lot. You will see that they have included a pathway sort of around the perimeter of the property that wasn't there before. They have increased the central open space. They have actually moved it -- the -- the open space -- all of their usable open space on the original version on the left was here. Since that time they have increased it more and put some amenities in there, which I'm sure they are going to talk about. This has decreased the open space that was originally shown on the first exhibit, which was about 14.6 percent. Their most recent exhibit shows 14 percent. But, again, the open space is more usable that they have now. With that, again, staff recommended approval because they met the code. The Planning Commission was not supportive of this and recommended denial. With that I will stand for any questions or comments from Council.

Simison: Thank you, Alan. Council, questions for staff?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. I do have a couple questions. Thank you. This practice of applying the current code at the time that an application is put in, is that just because of our current practice, how we handle things? Is that by code? Help me understand that.

Tiefenbach: I can see Mr. Nary's hackle starting to pop up. Just -- it's -- it's been land use law that's been established for many many years in the United States, not just here. But I will let Bill sort of speak to that.

Nary: Mr. Mayor, Members of the Council, no, he's correct. I mean that is -- that is the state of the law both here and everywhere else, that the application takes the code that exists at the time they file the application. So, that's the basis for it.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Perfect. Thanks for that answer. And, then, my other question is how would this look different if it was an R-4, either in terms of the dimensional standards or the density. Could you walk me through -- maybe just to compare and contrast what this -- how this would be different if it was an R-4.

Tiefenbach: Well, R-8, Council Person and Mr. Mayor, the R-8 requires 8,000 square foot lots, if I'm correct. Going off the top of my head here. Somewhat bigger dimensional requirements. It was -- it sort of comes down to the same conversation that happened when we talked about Apex last month. You -- you know, if they went with R-4 would they really get less lots? Well, these lots are smaller than 8,000 square feet. Most of these lots just barely meet the minimums. So, yeah, it would probably be lower density under R-4.

Strader: Thanks.

Tiefenbach: I will double check -- I'm going to double check on those dimensional standards, because I'm not Bill and I don't have it memorized. So, if I'm wrong I will -- I will let you know.

Simison: Council, any additional questions for staff? Okay. So, would the applicant like to come forward. State your name and address for the record, be recognized for 15 minutes.

Canning: Yes. Mayor and Members of the Council, my name is Joe Canning and I'm employed by Centurion Engineers, formerly B&A Engineers, and the address is 2323 South Vista, Suite 206, in Boise, Idaho. 83705. And I am here tonight -- I think I'm going to do the main presentation. I am here with the applicant Mike Homan. Mike may want to come up and also say a few words after I am done. So -- and, then, also I submitted -- I did just three slides. I submitted before. We don't need those right away, I just want to make sure they are ready. I'm not sure how that gets loaded up and going. So, when I'm ready we can go ahead and put those up and they are pretty simple slides. Of course, we are here tonight seeking approval of this modified preliminary plat and modifications have been made per the comments that were made by the Planning Commission here a few weeks ago and Alan already discussed those, but just to reiterate, three main things we got was there was a suggestion that we should do an R-8 zone, instead of an R-4 zone. It was the quality of the amenities for the open space was an issue and the amount and location of the open space and I got the impression it really wasn't necessarily the amount, because we -- this -- this plat was submitted to the city I believe back in September. It's been around quite a while and that was before the new open space ordinance came in. So, I think there is a little bit of confusion there on which -- which ordinance applies. But I think we have really upped the game, so to speak, in the open space location and the quality of the amenities. So, annexation and zoning. So, why R-

8. The comp plan designation for this property is medium density residential, which is three to eight units per acre. The project is 40 home sites. Now, that's four units per acre. So, we are -- we are pretty much at the low end of that designation for the comp plan. And when I come up with the slides I'm going to talk a little bit about the existing house that really does impact some of that lot area requirements. So, it's -- it's possible in existing development. I'm -- this -- this is really kind of sandwiched in here. It's kind of an island. It's surrounded by Meridian currently on three sides. There is a variety of zoning in the area and I will talk about that in just a minute, but I also want to reiterate that there is a development agreement proposed for this project. So, even if the zoning was approved at R-8, there is a development agreement proposed that would limit it to the -- to the submittal for the preliminary plat that you are seeing tonight. So, if I could, I would like that first slide -- there it is right there. I see it. So, I just wanted to show this as some of the reason why we really think the R-8 is appropriate, particularly with the development agreement. Number one, to the north is the church. The Friendship Celebration Lutheran Church. Although that's in the county, it has a Meridian city comp plan designation of MUC. So, that could be probable commercial or high density residential. So, what we typically try to do is buffer those more intense areas that could happen with -- with a project of a little less intensity. So, whether R-8 is much less intensity or not I'm not too sure, but we feel that zoning is appropriate. Off to the east is the Hightower Subdivision. That's already zoned R-8. To the south is R-4 property, which is Saguaro Canyon Subdivision and, then, of course, to the west is Birkdale Subdivision, which is R-2. It's quite low density. But I think that part of the key here is how we are adjusting some of these lots to try to match that variety in zoning. So, if we could get the second slide, please. Thank you. So, this -- this was the prior preliminary plat, the one that the Planning and Zoning Commission first looked at and I just wanted to point out a few things on here. There is the existing home that's over on that west boundary. That home is very well landscaped, quite mature landscaping around it. It takes up quite a bit of property. So, that's part of the density issue we have is that parcel is big, it's existing, it's a very nice house. We are not really going to do too much to change that. Alan already mentioned the three existing stub streets that come into this property from the east, south, and the west. That's a real plus for the transportation network I think in the area. The Settlers Irrigation Facility North Slough does bisect this property. That was one of the challenges to the design was how to coordinate that piping and relocation and originally the open space was located more toward the west side. It was over by that existing house. Part of that reason was because of that relocation of the North Slough. It made that a little bit easier to do. However, there were objections to that. They wanted -- the Planning Commission really wanted that open space to be more centrally located. So, that was one of the changes we have made. And the original open space -- the -- the lock count popped up and down on this a little bit as it went through the process. I think the original that was actually submitted was about 13 percent open space. So, if we could go to the third slide. This is the landscape plan for the current proposal that's before you tonight. The big -- one of the big differences here is -- we think we listened pretty good and that canal relocation was still an issue. If we eliminated that open space over toward the west we had to figure out a new route for that canal relocation. So, the applicant did talk to Settlers and as long as that open space along that east side and north side is at least 30 feet wide, we are able to relocate that and it's a big pipe, it's a 36 inch pipe, in

that open -- in that open space. Plus we can use it as a -- I think a pretty quality amenity for the project. So, now we have I think a good -- a good proposal for that open space and the canal to be rerouted along that east -- north side and it really provides some open space in fairly close proximity to -- to everyone that would be in the subdivision. This current layout has open space approximately 14 percent. So, it's approximately the same as before, but a little bit more and, once again, I just wanted to remind everybody that this did come in under the original -- or the old ordinance. As far as amenities, that was one of the concerns -- quality amenities from the Planning and Zoning Commission. The larger area down there toward the south contains play equipment, a Bocce court, benches, a shade structure. There is walking paths throughout the project now and, of course, there is always pet and waste stations that are proposed, so you can walk your dog and have them taken care of. I think in general we can just lay out some of the project assets. Number one, a big item is we will be piping the Settlers Irrigation facility that runs through this project. This is an easy to serve property with existing access and infrastructure. City water and sewer is there. The stub streets are there. It's pretty easy to -- to serve. The stub street to the north going up to -- the private road to the north going to Chinden would be eliminated. So, I think that's a -- that's an asset for the project. I want to talk a little bit about adjusting the lot sizes. Off to the east is the R-8 property. So, we have kind of feathered these lot sizes. As you start on the east side you will find them more or less matching what's over on the -- the R-8 property to the east and, then, as you go south and west the lots get larger and in particular on the R-2 side, on the extreme west property, we have approximately the same number -- I think it is the same number of lots that abuts that property over there and a big part of that is that existing home. So, we have kind of feathered this -- these lot sizes to match those perimeter homes. To the south it's almost an R-4 layout. You will see the lot count there is quite similar to what's -- what's further to the south of it. Once again, I just want to mention that even though we are seeking an R-8 zone, a development agreement will cap this at four units per acre. So, we are really kind of the low end and almost at the R-4 density anyway. And as I mentioned, this is really surrounded by existing neighborhoods in Meridian. We think -- it's time to be annexed and brought in. It will provide much needed housing. I can't -- no one can say enough about the housing necessary for the area. We believe we have provided a much improved project over what was before the Planning and Zoning Commission and we certainly hope that Council agrees and we would hope they support the annexation, zoning and preliminary plat. Thank you. And, then, Mike, did you want to add anything? I will stand for questions.

Simison: Thank you. Council, any questions?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: One question for the applicant. Back in 2015, sir, you -- this body denied a project at the same density of R -- I guess I shouldn't say -- the same zoning of R-8. Is there a reason why you brought R-8 back -- a project that was R-8 instead of at a lower density than what was recommended by a previous Council?

Canning: Well, there is not a specific reason why, other than when we looked at the lot sizes in the R-4 zone it would have really reduced the density. There was a question earlier on what -- it would have an impact. It would reduce the number of lots in this by about 30 or 40 percent and we are not sure the R-8 really fits with the area. I mean it's already R-8 to the east. It's R-4 to the south. R-2. We tried to accommodate that difference by, number one, there are less lots than in 2015. We tried to feather these lots to match those other perimeter areas. I'm not sure that's a great answer, but that's -- that's why we did it.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Canning, I appreciate you bringing this kind of unique in-fill project. I remember the previous iterations before us back in -- in 2015 and while a lot's changed, a lot has also stayed the same and what's kind of caught my eye about your layout -- I really appreciate the pathway and the open space and I see this really cool play structure, which tells me, again, you are being thoughtful, you know young families will likely be a lot of the residents in this neighborhood. Over the past few weeks and months Council have really deliberated on projects, particularly those that bring students into a school that is over capacity and in looking at the letter from West Ada it looks like -- I think this would fit into a Rocky Mountain and Sawtooth Middle School and both of those are over capacity. So, help me kind of understand as a Council Member who have a lot of our residents who have really been pretty vocal about their concerns about the impact on the schools, how this project is a win for our community when it would put students at an over -- over capacity school.

Canning: Well, I can't speak too much to the overcapacity of the school, but I will tell you why I think it might be a win for the community. I personally love in-fill projects. I think they are the way to go and I would much rather see a project like this here than somewhere else farther out. I think that's the main thing. There is not much we can do about the schools. Perhaps we could go senior citizens. I don't know. But that wouldn't be what happens.

Simison: So, Joe, maybe I -- I missed this. What's with the little micropath at the end of the cul-de-sac to the property line?

Canning: I should have mentioned that. There is an existing micropath that goes off to the subdivision to the west that comes up to this property line, so we would continue that.

Simison: Okay. So, it has functionality?

Canning: Yes.

Simison: Okay. Thank you.

Canning: Yeah.

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

Canning: Thank you.

Simison: Mr. Clerk, I assume some of these fine people are here to talk about this item this evening.

Johnson: Mr. Mayor, several fine people have signed in. The first is David Marsey.

Simison: When your name is called if you would like to come forward and state your name and address for the record and be recognized for three minutes.

Marsey: I'm David Marsey. I live at 768 East Pasacana Street, which backs up to the property. So, good evening, Mr. Mayor and Council. First of all, when we bought our house that backs up to the property five years ago we were absolutely told there was going to be development there and we said good. What -- what kind of development? Are we going to see a Walmart? What are we going to see back there? And they said, no, we expect to see no Walmart, we expect to see homes that are very similar to your homes and it would be classified as R-4 and I said, oh, fantastic. So, if it matches what is in our subdivision we were absolutely good with that. So, we were told they were going to be like homes, but now it appears the developer wants to make it R-8, so that we can jam more homes into that ten acre parcel. I'm a businessman as well. I understand the financial part and the reasons why someone would want to get more properties in there. I just ran some basic math looking at what our subdivision homes sell for and the -- the numbers are -- they are raw numbers, but they are real. R-8 it's worth about 26 million dollars and as R-4 it's worth about 16 million dollars. So, taking what the homes that are selling for in our subdivision, you know, I see the developer clearing about 16 million, minus all the expenses. So, that -- that was one thing where I said, okay, I get it. That's why I would want R-4 as the developer as well, because I stand to make more money. I'm very pro-growth. As matter of fact, I love the fact -- we have been in Meridian since 1993 and we have seen a lot of very good smart growth happen in the area, which makes me extremely happy, not only as a homeowner, but as a business owner as well. So, I like to see it. Planning and Zoning agreed that R-4 was the way to go. I believe that they denied it. Well, I believe -- they did deny it last month and I was in full support of it. So, I would hope, Mr. Mayor, that you would consider pushing it to an R-4 to match what is predominantly around in the other subdivisions. I do like what they have done. I think if they would have presented this to Planning and Zoning they probably would have got a check mark it looks great. But they didn't. So, it was denied by Planning and Zoning. So, I hope you would support holding to an R-4. So, thank you very much.

Simison: Thank you. Council, any questions?

Cavener: Mr. Mayor? I appreciate your testimony. I didn't catch your name. I'm sorry.

Marsey: David Marsey.

Cavener: Mr. Marsey, thank you for your testimony and I guess something that would be helpful for me -- recognize that what's proposed with this is a development agreement that would essentially lock these units -- this amount of units in on this particular project. From your perspective what would you see differently in an R-4 that you are not seeing before you today? Help me understand -- I -- I understand an R-4 versus an R-8 and it's, oh, we don't get a lot of people that come and say bring on more density, so I can appreciate that argument. But help me -- as it pertains this project what would you like to see differently?

Marsey: Yeah. I mean I personally I think looking at going R-4 versus R-8, one -- I don't know if anybody travels Chinden or anybody travels any of the subdivisions near Chinden, the traffic is exponentially growing already. I regularly have to get on Chinden to take -- towards I-84 towards Caldwell. If I try at 8:00 o'clock I'm guaranteed it's ten minutes, 15 minutes to try to make a left turn. So, I -- I'm just looking at it from the sheer fact that we are going to just be placing more traffic and more burden into a pretty tight area already. I love the fact that you talked about the schools. I have grandkids -- we have four grandkids that live on Pasacana as well. Same thing, that the schools are overcrowded. So, I really liked -- even thinking about that, that is some -- something that hadn't crossed my mind. But that would be my take is the fact that we are just jamming more traffic into a tight box already.

Simison: All right. Thank you very much.

Marsey: Thank you.

Johnson: Mr. Mayor, next is Darrell Gallup.

Gallup: Good evening, Honorable Mayor and City Council Members. My name is Darrell Gallup. I reside at 554 East Pasacana Street in Meridian. 83646. As you have already heard, about six years ago this -- essentially the same subdivision was proposed to Council and turned down and Mayor de Weerd and Councilman Bird were especially against the project due to the high density of housing requested. I oppose the zoning of R-8 for this project. R-4 zoning is more appropriate for the subdivision, so as to be compatible with the R-2 zoning to the west of the project and R-4 zoning to the south of the project. R-8 zoning of this subdivision is too dense. It would create significant traffic on roads going in and out of the subdivision and would also potentially place a burden on neighborhood schools, which are already overcrowded. Thank you.

Simison: Thank you.

Johnson: Mr. Mayor, next is Greg Barron.

Barron: My name is Greg Barron and I live at 5997 North Senita Hills Avenue. When I purchased my home directly adjacent to the empty land and proposal, I was aware that

one day it would likely be built upon. I am not against growth. However, I do have significant concerns regarding the current zoning request of the R-8 for this project and my concerns are these: First and foremost is a significant influx of traffic that these 40 new homes would bring to the surrounding neighborhoods. That is likely to be at least 80 additional drivers making trips in and out of the Friendship Subdivision. Being that two of the three access points, Lockhart Way and Senita Hills Avenue would require a driver to make a lengthy trek through the adjacent subdivision to gain access to a main roadway, it is fair to assume that the Tallinn Street would be the primary point of entry-exit for the Friendship Subdivision. This street -- or this is the street most accessible from Chinden, which is the closest artery feeding into the area. Tallinn Street would become far too busy as a thoroughfare for these 40 new homes, significantly disrupting the quiet community made up primarily of retired people. The surrounding -- number two. The surrounding subdivisions, both to the south and to the west, are zoned as R-4 and R-2 respectfully. To insert a subdivision zoned as R-8 amongst these much larger lots would have a undesirable effect on the property values and aligning with the aesthetics of the surrounding communities. This higher density housing would mean that I would personally gain two new neighbors along my north property line. My neighbor to the west would gain three new neighbors along his north property line. This could all be rectified if zoning were mandated as R-4 to align with existing lot sizes in the current subdivision. I respectfully urge you to deny the zoning request for R-8 and, instead, require either R-2 or R-4 as the standard for this project. It should be noted that the zoning for R-8 was denied back in 2015 and, again, recommended for denial by Planning and Zoning just last month and the schooling issue was on my mind, too. Thanks for your time.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Mr. Barron? Mr. Barron, question. I just want to make sure I was following you there. On -- on Tallinn, that's the stub street that -- stub street that is stubbed currently to the west that comes in from the east, from the R-8 that is that way and, then, I am assuming to go to Chinden -- I -- I didn't catch the street you were mentioning, because I see looking on Google Earth North Saguardo Hills Avenue can lead out to Chinden. Is that the street you are referencing or where would people -- where were people going?

Barron: Tallinn Street --

Hoaglund: We don't have it here. I see where Tallinn Street is.

Barron: Right.

Hoaglund: Yeah. And it heads east and, then, they can take a left on North Saguardo Hills Avenue --

Barron: And then left.

Hoaglun: And then left. Okay. But there is not a light yet there at that intersection, although that is the half -- it looks like it's the halfway point --

Barron: Yeah.

Hoaglun: -- ACHD typically -- and ITD go at that half mile for when they eventually do a light. So, that -- that would be the --

Barron: It looks like halfway in between Locust Grove and Meridian.

Hoaglun: Right. So, the normal spot.

Bernt: I think there is a coffee shop right there. Is that where Bright Eyes is?

Hoaglun: That is where Bright Eyes is, yes. So -- okay. I just wanted to make sure I was -- I was following your -- your directions there on that, because it's -- I didn't understand the street --

Barron: Right.

Hoaglun: Okay. Thank you, sir.

Barron: Thank you.

Johnson: Mr. Mayor, the only other person saying they wanted to speak was the applicant.

Simison: Is there anybody else that would like to provide testimony on this item? If so please come forward at this time. Or anybody online, if you would like to provide testimony, please, use the raise your hand feature. Seeing none, ask the applicant to come forward for final comment.

Canning: Thank you, Mayor. Again, Joe Canning and Mike is still here if he needs to add anything at the end. I'm going to make one more pitch I think for that R-8 and I think it has to do with the future planning. Please keep in mind that the properties to the north is set up in the comp plan as MUC. I personally don't really think it's appropriate to have an R-4 zone that close to an MUC. The R-8 is actually a fairly low density transition from those commercial or high -- potentially high density residential projects. We already have R-8 to the east and, like I say, we have tried to feather this so it really does feel like larger lots, particularly at the south and the west. Just, please, keep in mind that future area to the north. The church has quite a large area behind it. We are seeing churches redevelop some of those properties. They typically have to wait until water and sewer gets there. We will be providing water and sewer to that church property, along with this stub street. So, that's the main thing I want to comment on the R-4 versus the R-8. Regarding traffic, there are three access points, even if everyone uses the same access point, there will be less than 400 vehicle trips per day from this project. The ACHD had no issue with the

project, so -- and, once again, this is not an uncommon issue with in-fill projects. These folks have to go somewhere. We are going to be closing that access out to -- out to Chinden. I really think that is about all I have to respond. I would be more than happy to answer any other questions that Council has.

Simison: Thank you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Canning, you touched on this a couple of times and so it's at least piqued my interest. Is the -- is the church trying to be sold? Are they trying to sell their lot and move someplace else? Is that what's warranted kind of -- you keep referencing the -- the designation for that land, but it is -- it's still a church that's in operation as far as I know.

Canning: Yes. Mr. Mayor, Council Member, yes, it is still a church. We are just stirring that as planners. Our office planners have been looking at it and saying there is a good chance something will happen there and the big issue is water and sewer provided to that parcel. We did a recent project with Zamzow's just to the west on Chinden and they were sure wishing they had water and sewer. So, that -- we just expect it. It happens.

Cavener: Okay. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. Curious that -- I'm just looking -- it looks like you made a lot of positive changes in response to comments and it looks like on the west -- the westernmost side you lined up the lot lines from what I can tell. It looks like on the east side you did. I guess I'm curious in the southwest part, Lots 1 through 5, why you didn't try to match up -- did you -- or did you consider matching those lot lines with the neighbors?

Canning: We -- we did. Mayor and Council Member, we did look at that. Part of the -- part of the issue there is there is a couple of those lots that are around the corner in Saguaro Canyon, so they are -- they are huge lots, because they are -- they are -- they are kind of like a segment off of a curve. So, it was nearly impossible to -- to really match that without just making an enormous lot.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I'd just like to follow-up. I think in the past on this exact property City Council has been -- it sounds like pretty emphatic in wanting to see R-4. I guess I'm

surprised that you wouldn't -- and these in-fill projects are really hard, so I -- I empathize a lot. But I guess I'm surprised that you wouldn't lose like two lots in that southwest corner to try to say, hey, look, we have lined up exactly with R-4 on three sides. Maybe you put some more density in the middle. But I think that would have buffered the neighbors a lot more. I guess I would be curious if that's something that you would consider down the line or if you feel like this is what makes the most sense for the project.

Canning: It probably makes the most sense. That question specifically probably have to be addressed to the -- to the applicant. Mike? It looks like he wants to --

Homan: Mike Homan. 6820 West Randolph Drive, Boise, Idaho. This is a -- been a difficult project being an in-fill. We had that huge ditch to deal with going across it and we finally talked to Settlers Irrigation about moving it up and around and piping it and, then, we are doing it 30 feet wide where it can work as a pedestrian path and they will be able to get around that and, then, we really stepped our game up centralizing the common area with the Bocce court and several other amenities. Joe, where is -- they were talking about where we are not matching up yet? I'm sorry to --

Canning: It would be this area.

Homan: Right here? Yeah. We have already dumped a lot to the west there and over to the east we are matching -- that's R-8 and we are matching their lot lines and, again, Joe mentioned the north that could be redeveloped into apartments or other things. So, we are good there. I would be willing to drop a lot on the west if that helps getting approved. And, then, again, our development agreement, we are locked into the lot count, which would be at four lots to the acre. So, right now we have got 30 -- huh? We got 40 -- counting the existing house. Yeah. So, on the west there to be more compatible I would be willing to drop a lot and that would be to the west of the property.

Canning: This might be an opportunity also to complain a little bit perhaps. When we do in-fill projects we typically get these stub streets that come into our projects. That south stub street certainly isn't where I would have preferred it. If it would have been in a different location we would have been much better off and just to say one more word about the R-4 zoning, to get that 8,000 square feet we are probably not going to be able to meet offset separations to intersections that ACHD requires, because of that south stub street. It's going to pretty much ruin that alignment of those lots over on the east side. We have to provide so many feet from that north-south road to that stub street and it's really marginal right now. So, going to R-4, just 8,000 square feet, it's -- it's going to be a heck of a density.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, just to delve into this a little bit more. So, under the R-4 zone I think we have a different new open space requirement as well, but I guess I would be curious if

you could compare -- if this was under the R-4 zoning -- previously you mentioned you would have to reduce the number of lots by 30 to 40 percent. That seems really high to me. I'm surprised it actually makes that big of a difference. What would be the dimensional standards of R-4 lots if -- you know, just to compare with whether it's 8,000 square feet --

Homan: Yeah. So, the R-4 my understanding is a minimum lot width of 60 feet wide and a square footage of 8,000 and so those ones where we dropped a lot already, the ones to the south, our lots there are 101 deep by 76, somewhere right in there. So, if I take another lot out there it would be more compatible. Some of those lots that back up to us are flag lots where they are super wide in the back and narrow on the front. But I would be -- we have worked real hard on this project to try to get everything to work and so I think where we got R-8 to the east there, we are compatible to the north. We are compatible. And, then, just this west property line, if we drop a lot out of there, those on that bank of lots, we would be over the square footage requirements there and be compatible. But, again, we will have it locked in in a development agreement that's holding us to 39 buildable lots.

Canning: And if I may maybe I could address that a little better. And a lot of that has to do with that offset difference between the intersections. In the R-8 zone you need 8,000 square feet. We can't really move the east boundary of that north-south road on the east road further to the west, because we will be getting too close to that stub street, so that means those lots along that west side -- or excuse me -- the east side, as an example, would have to be 80 feet wide to get to that 8,000 square feet. So, it makes a heck of a difference on the -- on that east side and similarly on that interior row of lots that would be a similar thing there. You would have to keep shoving that west road further and further to the west and that may be doable there.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: One more thing I would like feedback on -- I personally have really been struggling with annexations because of the overcrowding in the school system. This area is very acute. I personally have been an advocate for continuing projects for a couple months while we continue to have these conversations with the West Ada School District to at least get an understanding of their plan to cope with future growth. You know, is -- is that something that you are open to if this process takes longer for you to perhaps work on and come back with something a little different? Just wondering what your feedback is in terms of your timing and --

Homan: Yeah. Unfortunately, I'm about out of time on my purchase agreement with the seller and if there is a way that I could drop another lot on the west or to be more compatible and, then, the rest of the subdivision I think -- you know, we got R-8 to the east. We are good there. To the north with the church. Then we were real sensitive on that west property line to put very few lots in there. We only got two lots -- two new lots.

Yeah. Sorry. But drop another lot if it makes it easier for you guys.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I apologize. I'm not trying to hog the mic. I guess it's -- it's hard without a different plan being in front of us to react to it. Yeah, there was one gentleman who was up here who was saying, you know, he will have three neighbors now. I mean can you tell us like more specifically if you drop one lot, like kind of how that would line up? I honestly was suggesting that you drop two lots, which I'm sure you wouldn't love that idea, but that would exactly match up, then; right?

Homan: Okay. Sorry. Yeah. Just out of time. So, I mean if -- I would be willing to drop two lots to the west and line them up to be able to try to --

Strader: Thank you for the feedback.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: I don't know if this is a question for Joe or Mike, but in -- in your -- your redesign are those lots on the east going to line up? You have got them one for one and if you go a lot wider now does that devalue the property that you are developing, because supposedly they don't line up now and there is going to be two houses -- I have two houses behind my lot. I have got a big lot. It is what it is. I mean are the houses that are on Tallinn that -- that face Saguaro, since there is -- yeah, people are matching two lots, how -- I -- I -- I don't know. You know, with your -- with your -- your pathway between there, you have got the easement if you put in the -- the canal and the ditch through that and pipe it, then, you have got some buffer. So, I think that -- that would help. But is there going to be any concern now if you change that and move those lots around, does that devalue the lots, because you are up against R-8? I mean you are -- Joe, I have to say, I was surprised you say you like in-fill. I think we are really hard on in-fill, because you got different people wanting different things and you can't really make it work for everybody. So, you have my sympathy, but --

Homan: To the east there when we had our neighborhood meeting we were -- before we had -- did the stub road to the church, we had one big lot back there. The neighbor behind there says I don't want a monster house behind me, you know. Can you readjust it. And I was like, oh, okay. So, we did when we put that stub road there, so their lot sizes -- we are matching the width that they are and, then, down here on the -- the only thing is to the south, you know, if we take two more lots out, we will be over the dimensional standards for the R-4 and, again, we are tied to that development agreement to -- that we can't, you know, add lots. So, just because we have the R-8 zoning, we are not putting eight lots in. You know, we would be -- right now we are at four and with his property, to

make everybody happy, I -- I think that if we drop a couple lots -- our lots are bigger than the R-4 standards.

Hoaglun: And Mr. Mayor -- oh.

Canning: If I may, I think Mike's talking about two lots on that south row and you are referring to the -- the R-8 lots?

Hoaglun: East side. Yes.

Canning: Yeah. And that was one advantage of putting that open space over there is that the units to the east in that subdivision are substantial structures. They are big and there is not much to set back to the side lot lines. So, when we first thought we -- we -- we tried to offset those property lines so that at least folks could look down at some kind of a corridor. But now with the open space there it's even we think much more attractive. We have pulled them further away from those buildings over there and they -- they are substantial structures.

Hoaglun: Okay. Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: My question for Alan -- and kind of for the benefit of people out there. If -- if we reach an agreement with -- on certain things and it goes into a developer's agreement, which when we refer to as DA, that's what we are talking about, that locks that property to that proposal, so if by chance Mike decides I'm going to sell, that DA goes with that property; is that correct?

Tiefenbach; Council Person Hoaglun, Mr. Mayor, Members of the Council, Alan Tiefenbach. That's correct. The DA is -- is -- the -- the staff report, the concept plans, the elevations, the landscape plan, all that is tied to the DA. That's the project that has to get built. As long as they substantially comply to that, like maybe they lose a lot, but it's the same general configuration, they could still build. They couldn't add another lot though.

Hoaglun: So, Mr. Mayor and Alan, to follow that, then, so if someone comes in, it's R-8, they can't now go, hey, we are going to do eight units, you know, to the acre. They have to follow that DA.

Tiefenbach: They can do less, but not more.

Hoaglun: Right. Okay. Thank you.

Simison: Council, any additional questions, comments?

Canning: If I could for just a moment. The only reason I like in-fill projects is I think from a planning perspective they make sense. They are hard to do.

Simison: Joe -- and I think -- if I could -- I'm going to speak up for the applicant just a little bit on this is if we are asking people to do in-fill there is give and take and I think we have seen that our zoning standards have not made sense in some of the applications we have seen, whether they are in-fill or whether they are on odd-shaped parcels. Sometimes zone matters, sometimes design is more important than zoning. I'm not going to say which one is appropriate here, because right or wrong some of your challenges are because you have an existing home that has chosen to stay there. If that home wasn't there, how would this design be different even from that standpoint. You know, we can't say from that standpoint, but you are dealt the circumstance you are with and you try to make it work and sometimes zoning matters, sometimes design is more important. I will let you guys sit down now, but I would sit in the front row.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Kind of kick off discussion a little bit. You know, that's the interesting thing about in-fill projects is they are -- they are a challenge, because you do have different interests and different things and -- and this is -- this is interesting, just because it's actually following the comp plan and how many times do we get developers coming in wanting to change the comp plan and everyone around it is saying follow the comp plan. You are not following your own plan. So, you know, we are -- we are following our plan here, but we are thinking what -- well, we might need to change it, when, you know, that's what we try not to do. And we also know that topography, man-made features, in this case a canal, make in-fill projects a challenge. How it's designed. As you noted, Mr. Mayor, the existing house. They have already decreased the -- from the 48 to 40, which is a, what, 16, 17 percent decrease in the number of homes. There is that challenge to the -- to the north of what will that be someday. Is that going to be commercial? Is it going to be something else? The willingness of the applicant to fix that -- what would that be, the southwest corner with lots, making that match makes it more attractive. The other hard part is in-fill is the most inexpensive impact to the city when it comes to sewer, water, police, fire. It's all in place. Roads, they are -- they are there. They are ready to go. It just -- that's why I'm always -- when we don't do an in-fill project that's a good project, it just kind of weighs on me a little bit just from the fact that, man, everything is there, the cost is -- it's as low as we can get it and -- to make it work and, yes, there is an impact to the schools, we have got them coming. I think staff for the first one on the 22nd and, then, other officials later on. But for our lane, for city services, this -- this -- it makes sense to -- to do in-fill projects like this. It just -- it works. But, you know, depends on what the whole Council wants to do.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I will dovetail on Councilman Hoaglund's comments. This is quite different. It's progressed from 2015 to today, even from P&Z to today and -- and even through today's

hearing I think the applicant's made a couple of concessions, which do assist in that transition and capture some of the characteristics of some R-4 lot size design, at least to that south, southwest. So, I -- I thought with the concession of removing those two lots -- I understand the road setback issue. I -- I think it's a good project, quite frankly. It's -- it meets the mark in my eyes. The setback -- or excuse me. The open space around the perimeter also provides some buffer and setback to the east and also to the north. So, all in all these in-fills -- Councilman Hoaglund is correct -- are difficult. I'm glad that we take our time and grind through them, because they are hard, but they are very important to get done right and I think the applicant with the -- the changes that were provided today in my eyes it meets the mark. I know we don't have findings of approval, so I think if something were to proceed my sense is it still has to come back for conditions, but I think it's met the mark.

Simison: Yes, Alan.

Tiefenbach: Mr. Mayor, Members of the Council, Alan Tiefenbach. Staff did draft conditions of approval. Those are in the staff report and those are crossed out. So, if you were inclined to approve this tonight you could just overturn what the Planning Commission struck and resustain the conditions of approval. They have already been written.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Does the applicant agree to -- if this were to be approved -- the conditions of approval that were struck out?

Canning: Mayor, Council Member, yes. The one exception is I think Alan, yeah, talked about the offsets on the east side.

Tiefenbach: That's correct. That's the only one they didn't agree with was lining up the side lot lines with the subdivision to the east. Staff mentioned at Planning Commission that we weren't going to die on the sword for that one.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: So, Members of the Council, if you were to go that direction we would need a new plat map, though, because this -- with the two less lots they have agreed to remove on the southwest.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: You know, I originally was -- after reading the application was pretty dead set against this, but I do feel you have made a lot of changes. I appreciate the concession the key concession of losing two lots to the southwest. I think that's going to make a big difference for the neighbors, you know, look, in-fill development is really tough. I think we all know that the city is growing. I think when you are looking at medium density residential in your future land use map, probably the best transition you could ask for as a neighbor, if I were in your shoes, that I would be hoping for is to have the lot lines match up or very close. I think that the applicant hopefully will be able to accomplish that with this change and it's a very small -- relatively small project compared to some of the ones we look at at ten acres. Given that it's in-fill I think I could probably stomach it, although I'm still upset about the school issues, but I think we are definitely making a lot of progress on setting up some meetings on that and certainly 20 kids is not going to make or break it anytime soon. I think we have time to work through that. So, that's where I'm at. I think I'm supportive of it now with that change.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: The public hearing is open. I -- I tend to agree. What I -- I appreciate, honestly, the -- the communication from our Planning and Zoning Commission and the applicant being responsive. Sometimes when P&Z says go one way and the applicant shows up not taking that into consideration, that really -- I think at least irritates me as a Council Member. So, I appreciate, one, taking the feedback from the Planning and Zoning Commission to heart and the feedback from the public tonight. I was pretty opposed to this project mostly for the student piece. I think, honestly, with the -- with the loss of two lots we get much closer to -- I think what the residents would envision around an R-4. I do think these homes would mirror similar to what's around the neighborhood and, obviously, being tied to the developer agreement gives me enough comfort and I agree with the sentiments that in-fill is so hard and I -- I think that we -- we tend to be a little more critical of -- of in-fill than -- than other projects. But I think this does meet the mark and I could be supportive of it in light of the reduction of lots.

Simison: Well, as was mentioned -- I don't want to presume, but I'm -- do we need to continue this to give time to redo the plat?

Canning: Mayor and Council, as far as adjusting that plat, that will be just a few days. I'm not moving any streets, so that's pretty easy.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. The -- your part is easy. Our -- getting on our schedule is the hard part. Chris, I -- I don't have the agendas in front of me from future meetings and Alan's got some different things.

Tiefenbach: Mr. Hoaglund, Members of the Council, Mr. Mayor, my only comment would be that we have code now that says that if they are making revisions to plans they should be 15 days in advance at least.

Hoaglund: That would -- Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: What -- what does our schedule look like, Mr. Clerk, for mid -- mid March?

Johnson: Mr. Mayor, Councilman Hoaglund, looking at the hearing calendar, mid March, the 3/15 hearing, appears to be pretty light. 3/22 as well. 3/8 you have three -- three public hearings that are quite large already scheduled.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund?

Hoaglund: Mr. Homan, March 15th, knowing that -- where we are headed, does that work for you and your situation that you find yourself in from a timing standpoint?

Simison: You will have to come up to the mic, Mr. Homan. Thank you.

Homan: Looking at it with losing two lots there on the south side, those lots go from 76 to about 85 on width. If there is a way that -- that we could -- I'm really tight on my time frame on my offer, but if not that will work, you know, with that date.

Hoaglund: I guess, Mr. Mayor and Mike, you know, I mean the Council is talking about, you know, the changes that you have made looks acceptable and, you know, with everything coming in the way we think it's going to come in would -- would be favorable over moving forward, so --

Homan: Correct.

Hoaglund: -- on the public record does that help you in your situation?

Homan: Yeah. Yeah. It would. Thank you.

Hoaglund: Okay.

Simison: Okay. Then with that do I have a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we continue the public hearing for Friendship Subdivision, H-2021-0083, to March 15th.

Strader: Second the motion.

Simison: I have a motion and a second to continue the public hearing until March 15th. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is continued.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: To add one more -- so, since Alan said the previous findings were for approval and if he can adjust those for the 15th, I don't like to have the development agreement done before the findings are approved, but if we feel that we are going to be comfortable with that we can have the development agreement also ready, so that if that can be approved with Mr. Homan's signature, then, it will be only one additional week to add the ordinance.

Simison: Alan, would you like to rebut that?

Tiefenbach: I don't want to rebut, but just to clarify, how many lots did we land at?

Hoaglund: Minus -- minus two.

Tiefenbach: So, we are at 38 lots? That's the agreement? Okay. Fine with Mr. Nary. I mean he's the attorney. They would be the one drafting the agreement. I would just be doing pretty simple work with the conditions of approval.

Simison: Okay. All right. Joe, see you back on the 15th with whatever you can get accomplished.

ORDINANCES [Action Item]

- 4. Ordinance No. 22-1969: An Ordinance (H-2021-0066 – Red Aspen) for Annexation of a Parcel of Land Lying in the NW ¼ of Section 24, Township 3 North, Range 1 West, Ada County, Idaho, and Being More Particularly Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City Of Meridian; Establishing and Determining the Land Use Zoning Classification of 2.99 Acres of Land from RUT to C-G (General Retail and Service Commercial) Zoning District in the Meridian City Code; Providing That Copies of this Ordinance Shall Be**

Filed With the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date

Simison: So, with that, Council, we will move on to Item 4, which is Ordinance No. 22-1969. Ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. It's an ordinance related to H-2021-0066, Red Aspen, for annexation of a parcel of land lying in the NW ¼ of Section 24, Township 3 North, Range 1 West, Ada county, Idaho, and being more particularly described in Attachment "A" and annexing certain lands and territory, situated in Ada county, Idaho, and adjacent and contiguous to the corporate limits of the City of Meridian as requested by the City of Meridian; establishing and determining the land use zoning classification of 2.99 acres of land from RUT to C-G (General Retail and Service Commercial) Zoning District in the Meridian City Code; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing for a summary of the ordinance; and providing for a waiver of the reading rules; and providing an effective date.

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

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: I move approval of Ordinance No. 22-1969 with suspension of rules.

Strader: Second.

Simison: I have a motion and a second to approve Ordinance No. 22-1969 under suspension of the rules. Is there any discussion? If not, Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, yea; Perreault, absent; Hoaglun, yea; Strader, yea.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

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

Hoaglun: Move to adjourn.

Simison: I have a motion to adjourn. All in favor signify by saying aye. Opposed nay?
You ayes have it. We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 7:23 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Apex Southeast Subdivision No. 2 Sanitary Sewer Easement

ESMT-2022-0127 Apex Southeast Subdivision No. 2
Sanitary Sewer Easement

SANITARY SEWER EASEMENT

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

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

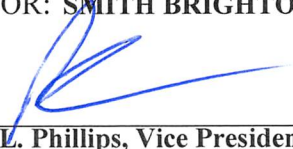
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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: **SMITH BRIGHTON INC.**

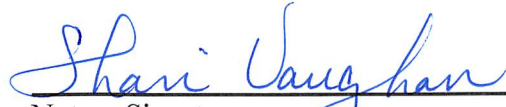


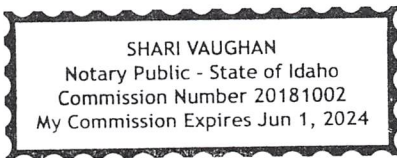
Robert L. Phillips, Vice President

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 2/17/2022 (date) by Robert L. Phillips (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 Smith Brighton Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: Vice-President (type of authority such as officer or trustee)

(stamp)



Notary Signature
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

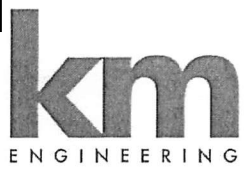
Attest by Chris Johnson, City Clerk

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: _____



February 16, 2022
APEX Southeast Subdivision No. 2
Project No. 21-021
Legal Description
City of Meridian Sewer Easement

Exhibit A

A parcel of land for a sewer easement situated in a portion of Government Lot 4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 5, which bears N00°04'35"W a distance of 2,671.16 feet from an aluminum cap marking the West 1/4 corner of said Section 5, thence following the westerly line of said Section 5, S00°04'35"E a distance of 1,259.39 feet;
Thence leaving said westerly line, N89°53'42"E a distance of 202.90 feet to the **POINT OF BEGINNING.**

Thence N89°53'42"E a distance of 25.00 feet;
Thence S00°04'35"E a distance of 128.34 feet;
Thence 31.86 feet along the arc of a circular curve to the left, said curve having a radius of 80.00 feet, a delta angle of 22°49'15", a chord bearing of S52°05'23"W and a chord distance of 31.65 feet;
Thence N00°04'35"W a distance of 147.74 feet to the **POINT OF BEGINNING.**

Said easement description contains 3,418 Sq. Ft., 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.



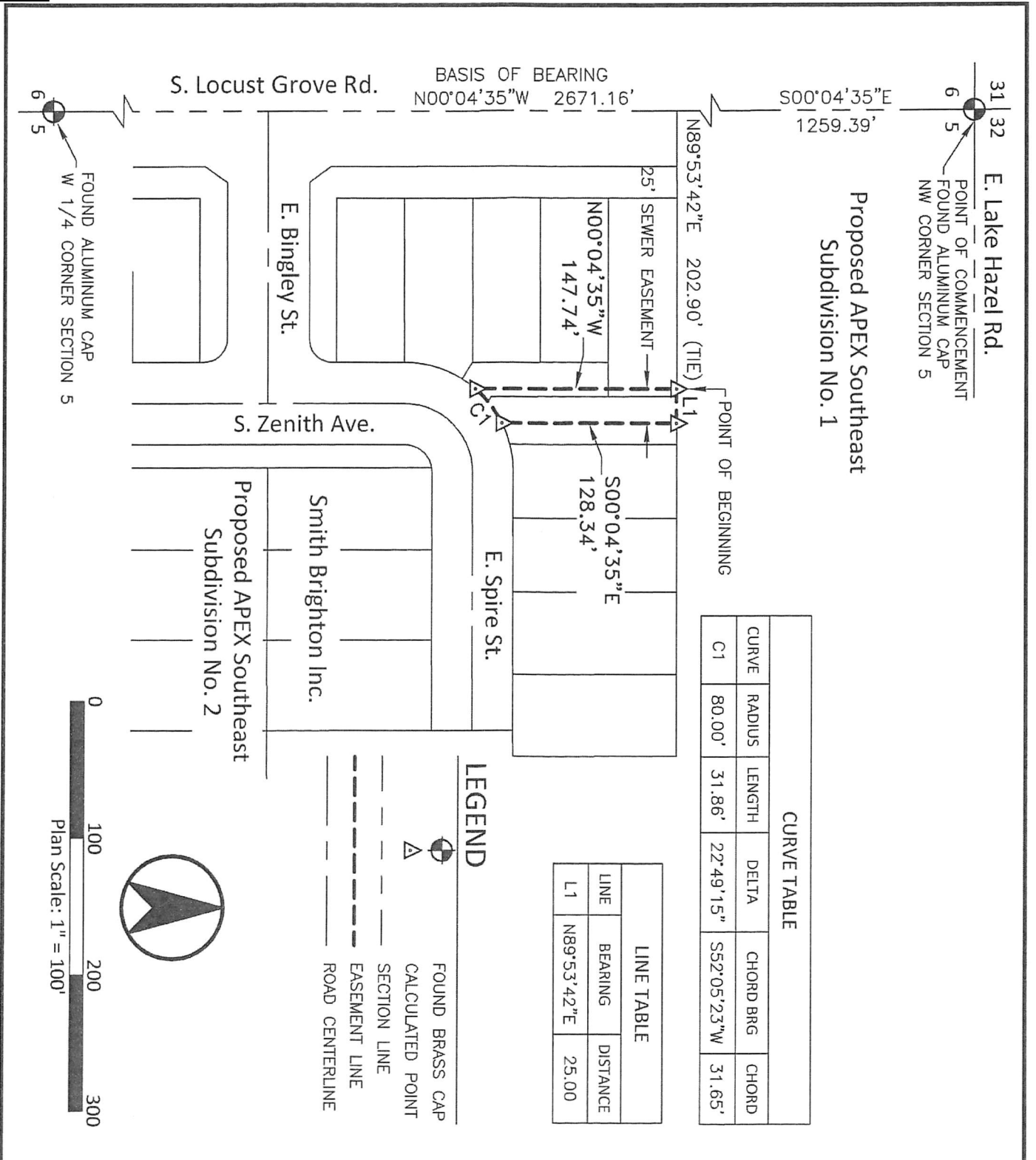


EXHIBIT B - CITY OF MERIDIAN SEWER EASEMENT APEX SOUTHEAST SUBDIVISION No. 2

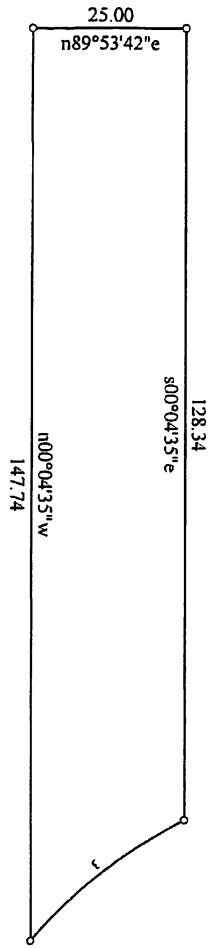
Situated in a portion of Government Lot 4 and the SW 1/4 of the NW 1/4 of Section 5, T2N, R1E, B.M., City of Meridian, Ada County, Idaho

DATE: February 7, 2022
 PROJECT: 21-021

SHEET: 1 OF 1

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

Item #3.



Title City of Meridian Sewer Easement		Date: 02-14-2022
Scale: 1 inch = 30 feet	File: 220214 Sewer Easement Apex Se No. 2 - City of Meridian 21-021	
Tract 1: 0.078 Acres: 3418 Sq Feet: Closure = n02.5806w 0.00 Feet: Precision = 1/108124: Perimeter = 333 Feet		
001=n89.5342e 25.00	003: Lt, R=80.00, Delta=22.4915 Bng=s52.0523w, Chd=31.65	
002=s00.0435e 128.34	004=n00.0435w 147.74	



AGENDA ITEM

ITEM TOPIC: Future State Highway 16 Crossing Water Main Easement

ESMT-2022-0124 Future SH-16 Crossing
Water Main Easement

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20__ between Woodside Avenue Investors, LLC, a California limited liability company ("Grantor"), and the City of Meridian, an Idaho municipal corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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

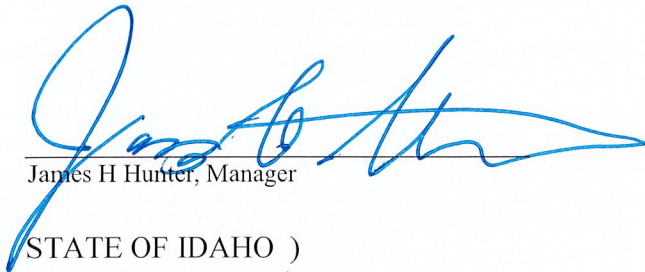
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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: Woodside Avenue Investors

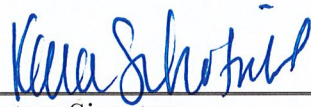

James H Hunter, Manager

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 2-8-2022 (date) by James H. Hunter (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 Woodside Avenue Investors (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: 9-2-27

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

(stamp)

Notary Signature
My Commission Expires: _____

EXHIBIT A
WATER LINE EASEMENT DESCRIPTION
FOR THE
CITY OF MERIDIAN, IDAHO

An easement for water line purposes located in the SE 1/4 of the SE 1/4 of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being a strip of land 20 feet in width lying 10 feet north and 10 feet south of the following described line:

Commencing at a 5/8 inch diameter iron pin marking the southeasterly corner of said SE 1/4 of the SE 1/4, from which an aluminum cap monument marking the southwesterly corner of the SE 1/4 of said Section 32 bears N 89°18'01" W a distance of 2650.94 feet;

Thence N 89°18'01" W along the southerly boundary of said SE 1/4 of the SE 1/4 a distance of 25.00 feet to a point;

Thence leaving said southerly boundary N 0°29'56" E a distance of 25.00 feet to a point on the westerly prescriptive right-of-way of N. McDermott Road;

Thence continuing N 0°29'56" E along said prescriptive right-of-way a distance of 10.00 feet to the POINT OF BEGINNING;

Thence leaving said prescriptive right-of-way N 89°18'01" W a distance of 1265.88 feet to a point hereinafter referred to as *POINT A*;

Thence continuing N 89°18'01" W a distance of 34.59 feet to a point on the westerly boundary of said SE 1/4 of the SE 1/4, said point being the POINT OF TERMINUS.

CENTERLINE A

An easement being a strip of land 20.00 feet in width lying 10.00 feet each side of the following described line:

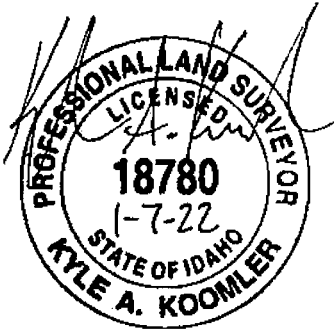
BEGINNING at the aforementioned *POINT A*;

Thence N 0°41'53" E a distance of 68.11 feet to the POINT OF TERMINUS of CENTERLINE A.

The sidelines of said strip should be lengthened or shortened so as to begin at the westerly prescriptive right-of-way of N. McDermott Road and end at the westerly boundary of said SE 1/4 of the SE 1/4.

This parcel contains 27,172 square feet (0.624 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
January 7, 2022





AGENDA ITEM

ITEM TOPIC: Final Plat for Meridian Movado Village Subdivision (FP-2022-0002) by Breckon Land Design, Located on the South Side of E. Overland Rd. Between S. Eagle Rd. and S. Cloverdale Rd.



MEMO TO CITY COUNCIL

Staff Contact: Joseph Dodson

Meeting Date: March 1, 2022

Topic: Final Plat for Meridian Movado Village Subdivision (FP-2022-0002) by Breckon Land Design, Located on the South Side of E. Overland Rd. Between S. Eagle Rd. and S. Cloverdale Rd.

Request:

Final Plat consisting of 5 building lots (3 commercial lots and 2 multi-family residential lots) on 6.8 acres of land in the C-G zoning district.

Information Resources:

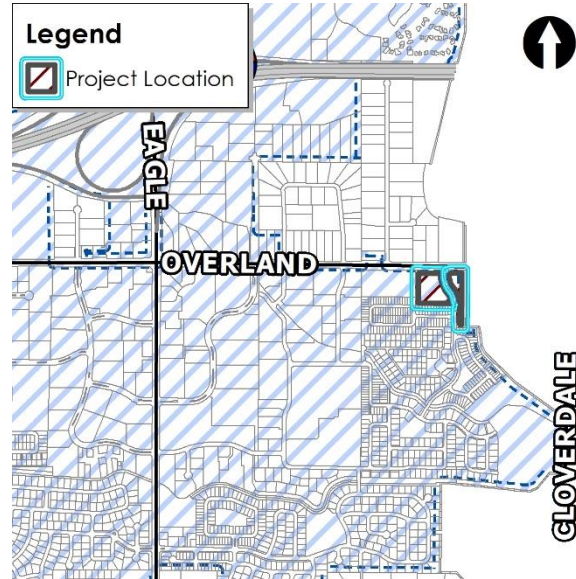
[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



DATE: 3/1/2022
 TO: Mayor & City Council
 FROM: Joseph Dodson, Associate Planner
 208-884-5533
 SUBJECT: FP-2022-0002
 Meridian Movado Village

PROPERTY LOCATION:
 The site is located on the south side of E. Overland Road between S. Eagle Road and S. Cloverdale Road, in a portion of the NW ¼ of the NE ¼ of Section 21, Township 3N., Range 1E.



I. PROJECT DESCRIPTION

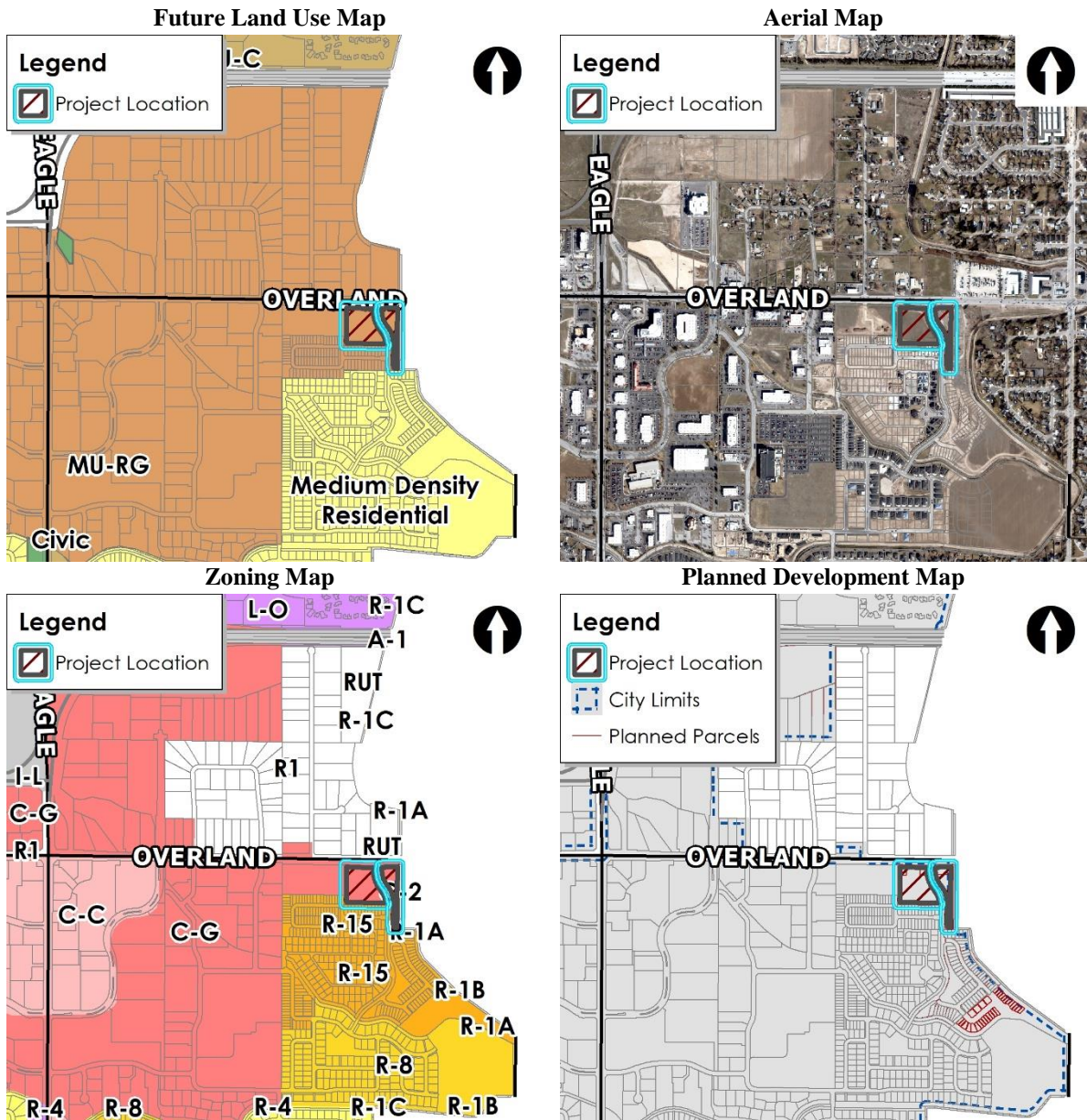
A final plat consisting of 5 building lots (3 commercial lots and 2 multi-family residential lots) on 6.8 acres of land in the C-G zoning district.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	6.8	
Future Land Use Designation	Mixed Use Regional	
Existing Land Use	Vacant	
Approved Land Use(s)	Multi-Family Residential and future Commercial	
Current Zoning	C-G	
Lots (# and type; bldg/common)	5 total lots – 3 commercial lots; 2 multi-family lots	
Physical Features (waterways, hazards, flood plain, hillside)	N/A	
History (previous approvals)	Part of Movado Estates AZ, PP, PS (H-2016-0112); Movado Greens/Silverstone Apartments MCU, MDA, PP, RZ (H-2017-0104); Silverstone Apartments MDA (H-2019-0099) & Silverstone Apartments MCU (H-2019-0014) that were withdrawn; DA Inst. #'s 2017-012608 & #2018-012456; Movado Mixed-Use CUP, MDA (H-2020-0123).	

B. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant

Claire Smarda, Breckon Land Design – 6661 N. Glenwood Street, Garden City, ID 83714

B. Owner:

Kevin Raymes, Meridian Movado Village Investors, LP – 7761 W. Riverside Dr., Boise, ID 83714

- C. Representative:
Same as Applicant

IV. STAFF ANALYSIS

The proposed final plat consists of 5 building lots, three (3) commercial lots and two (2) multi-family residential lots in the existing C-G zoning district. The number of lots are one (1) less than approved with the preliminary plat in 2016 and all required landscape buffers along Overland Road and Movado Way are existing and were installed with other phases of the Movado Estates Subdivision to the south.

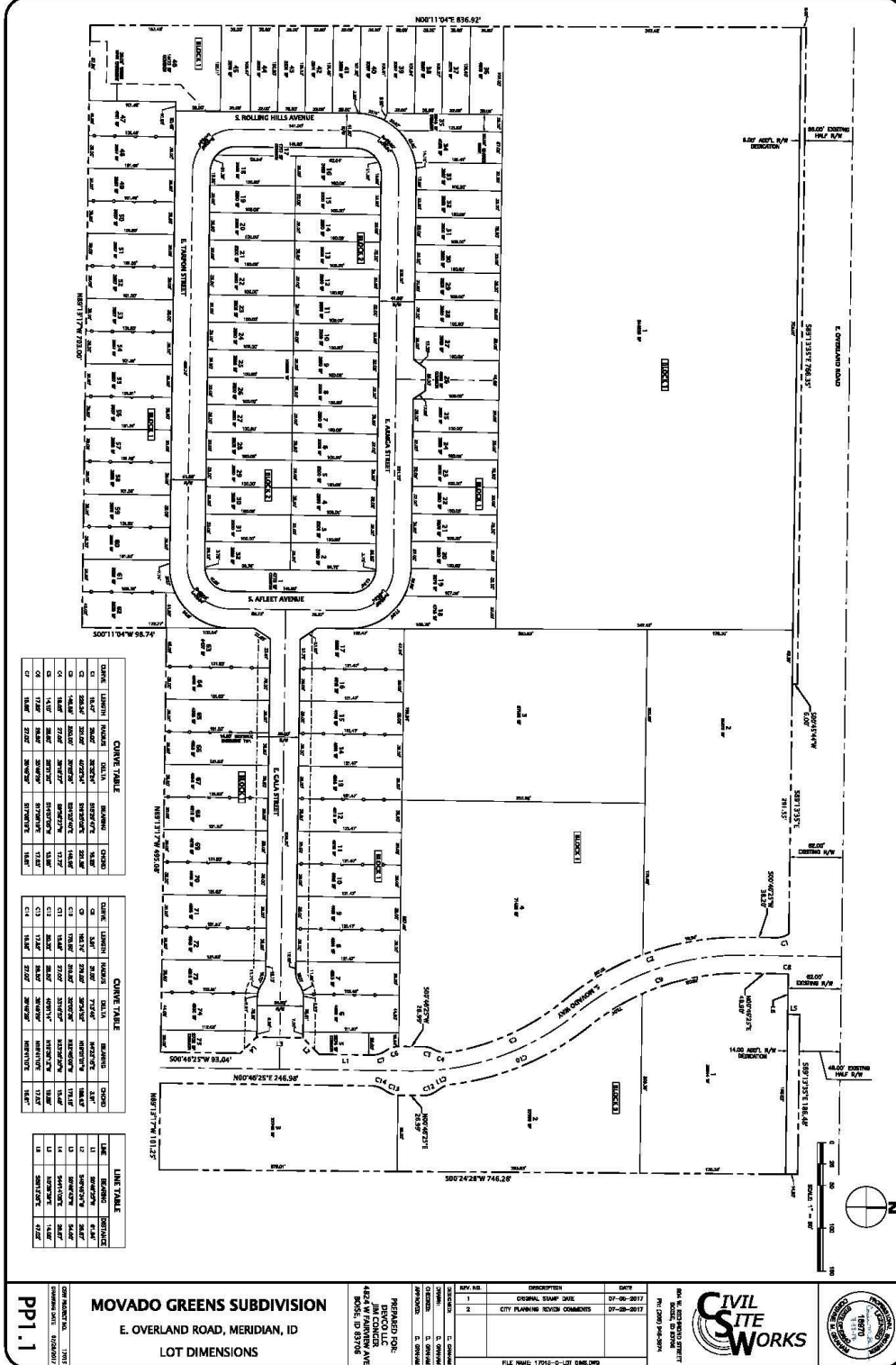
Because the number of building lots has not increased and the proposed final plat complies with all conditions of approval from the latest Conditional Use Permit and Development Agreement Modification, staff finds the proposed final plat to be in substantial compliance with the approved preliminary plat as required by UDC11-6B-3C.2. **This is the final area of land in the Movado Estates Subdivision (H-2016-0112) and Movado Greens Subdivision (H-2017-0104) to be platted.**

V. DECISION

- A. Staff:

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

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OWNER TABLE

OWNER	ADDRESS	DATE	REMARKS
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
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CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER

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CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER
CL	1400 S. ROLLING HILLS AVENUE	11/17/17	OWNER

LINE TABLE

LINE	REMARKS	DATE	REVISIONS
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CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER
CL	OWNER	11/17/17	OWNER

MOVADO GREENS SUBDIVISION
 E. OVERLAND ROAD, MERIDIAN, ID
 LOT DIMENSIONS

REVISIONS

REV. NO.	DESCRIPTION	DATE
1	ORIGINAL DUMP FILE	11/16/17
2	CITY PLANNING REVIEW COMMENTS	09-08-18

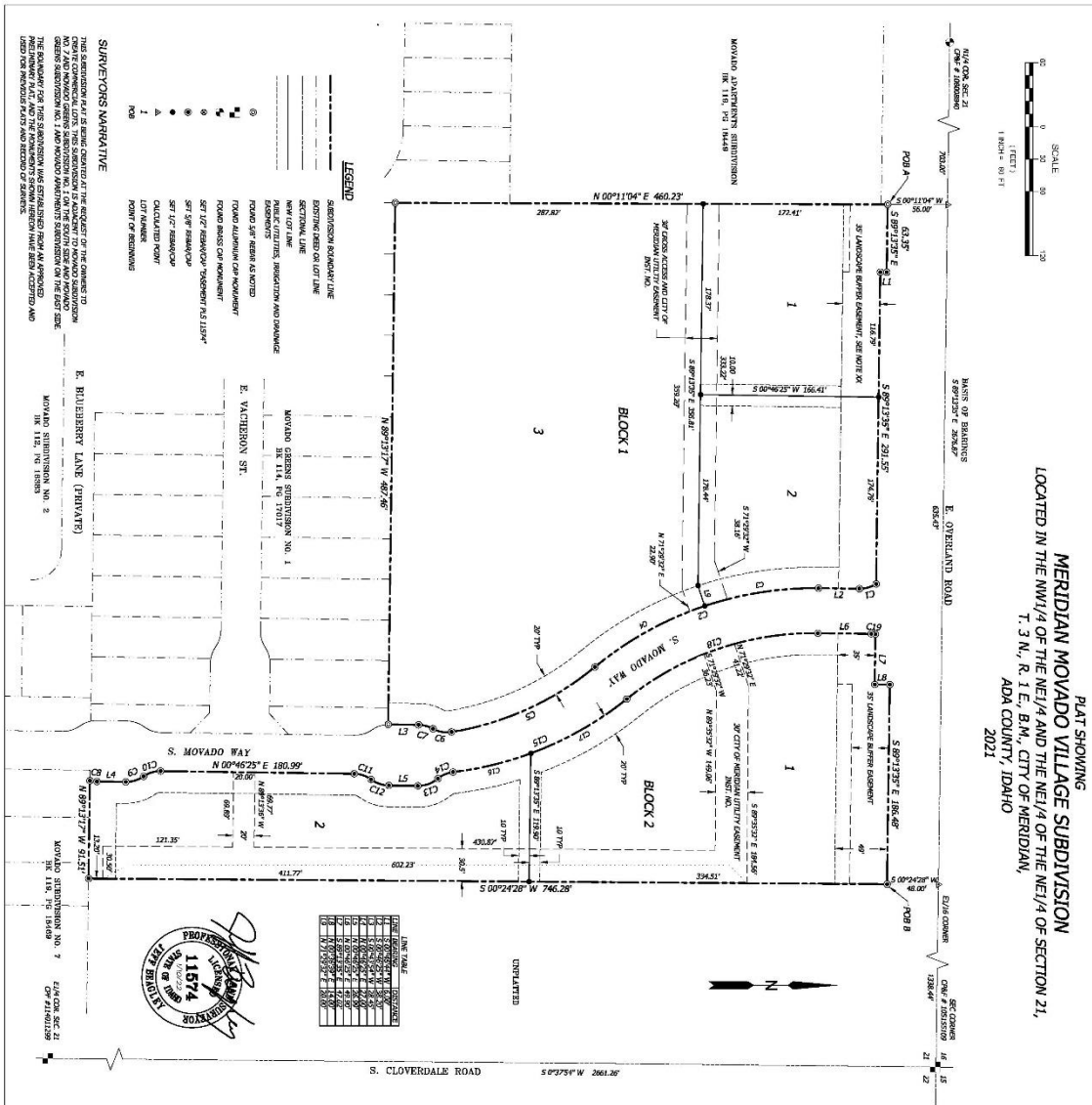
PREPARED FOR:
 JIM CONNER
 440 S. CENTRAL AVENUE
 BOISE, ID 83724

CIVIL SITE WORKS
 800 W. 6200 SOUTH AVENUE
 MERIDIAN, ID 83646
 TEL: 208-382-3333
 FAX: 208-382-3334

FILE NAME: 170416-5-101-001.DWG

CIVIL SITE WORKS

B. Final Plat (dated: January 10, 2022)



SAWTOOTH
 Land Surveyors LLC
 2030 S. WASHINGTON AVE.
 EMAMETI, ID 83617
 (208) 398-8104
 FAX (208) 398-8105
 WWW.SAWTOOTHLS.COM

REFERENCES

1. IANCO SUBDIVISION NO. 1, MAP NO. 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OWNER LIST

LOT NO.	OWNER NAME	ADDRESS	CITY	STATE	ZIP
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2
3
4
5
6
7
8
9
10
11
12

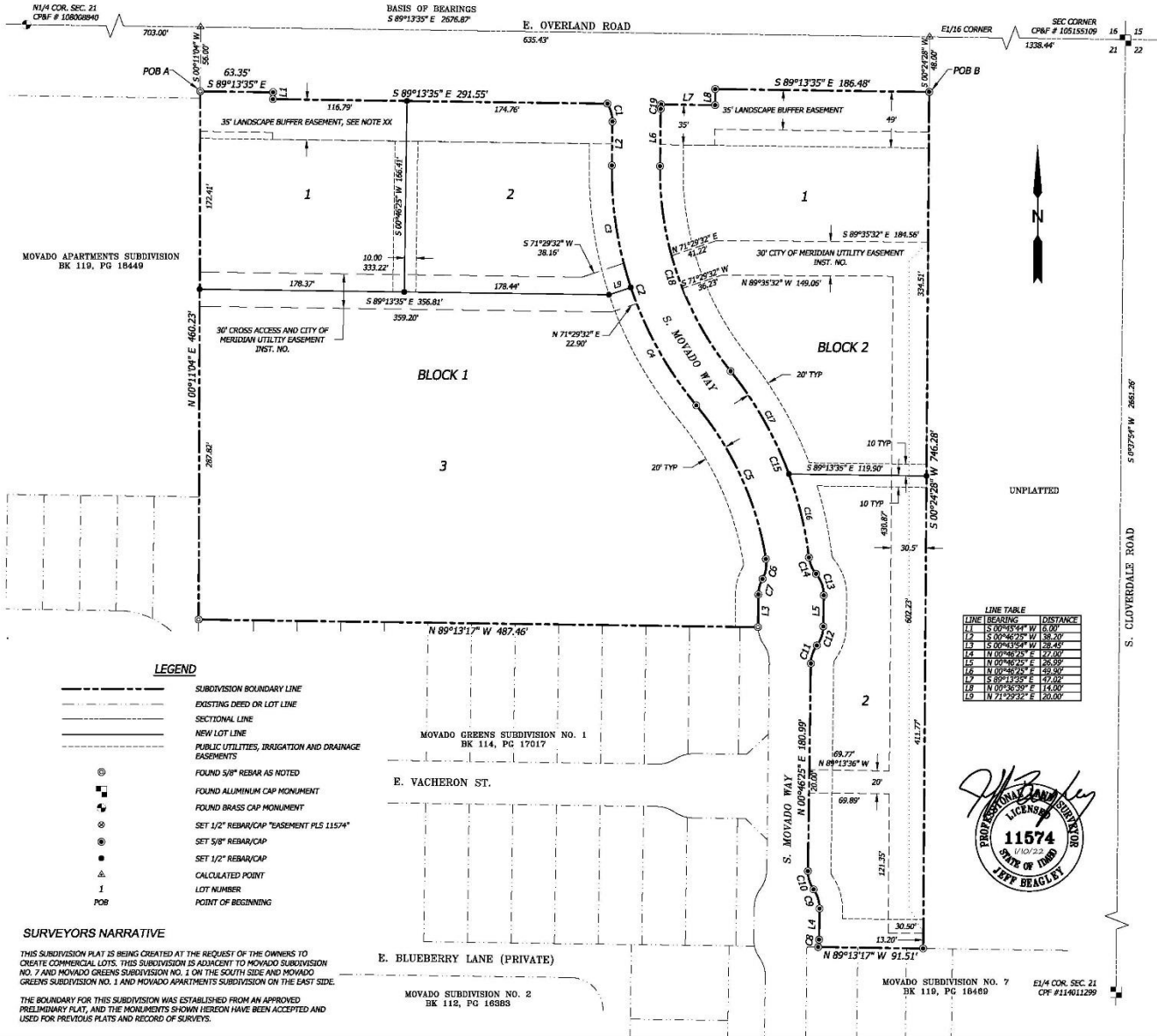
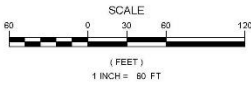
PLAT NOTES

1. EXISTING... (text continues)
2. THE DEVELOPER... (text continues)
3. THE SUBDIVISION... (text continues)
4. THE CITY OF... (text continues)
5. THE CITY OF... (text continues)
6. THE CITY OF... (text continues)
7. THE CITY OF... (text continues)
8. THE CITY OF... (text continues)
9. THE CITY OF... (text continues)
10. THE CITY OF... (text continues)
11. THE CITY OF... (text continues)
12. THE CITY OF... (text continues)
13. THE CITY OF... (text continues)

PLAT SHOWING
MERIDIAN NOVADO VILLAGE SUBDIVISION
 LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF SECTION 21,
 T. 3 N., R. 1 E., B.M., CITY OF MERIDIAN,
 ADA COUNTY, IDAHO
 2021

BOOK _____ PAGE _____

**PLAT SHOWING
MERIDIAN MOVADO VILLAGE SUBDIVISION**
LOCATED IN THE NW1/4 OF THE NE1/4 AND THE NE1/4 OF THE NE1/4 OF SECTION 21,
T. 3 N., R. 1 E., B.M., CITY OF MERIDIAN,
ADA COUNTY, IDAHO
2021

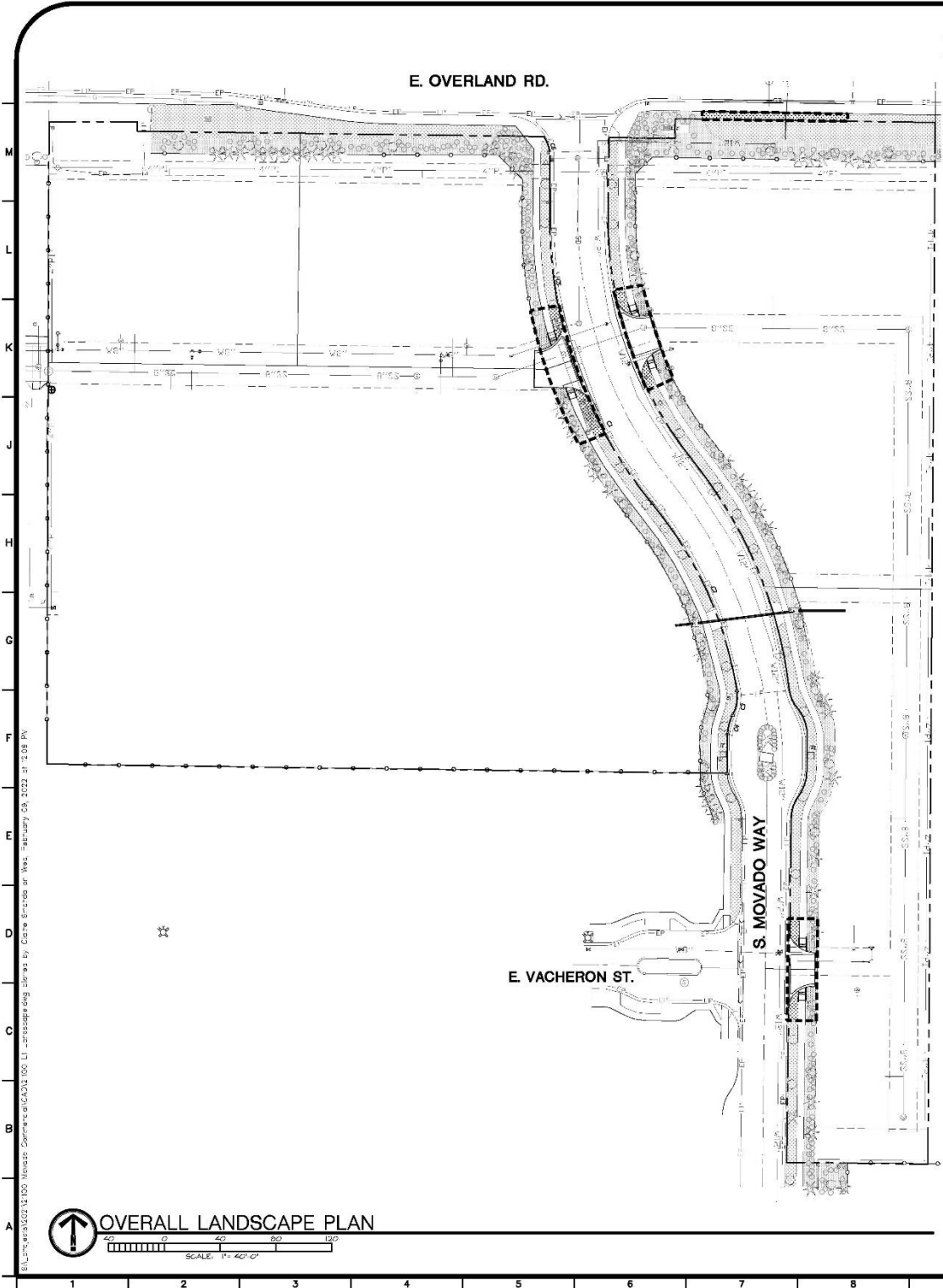


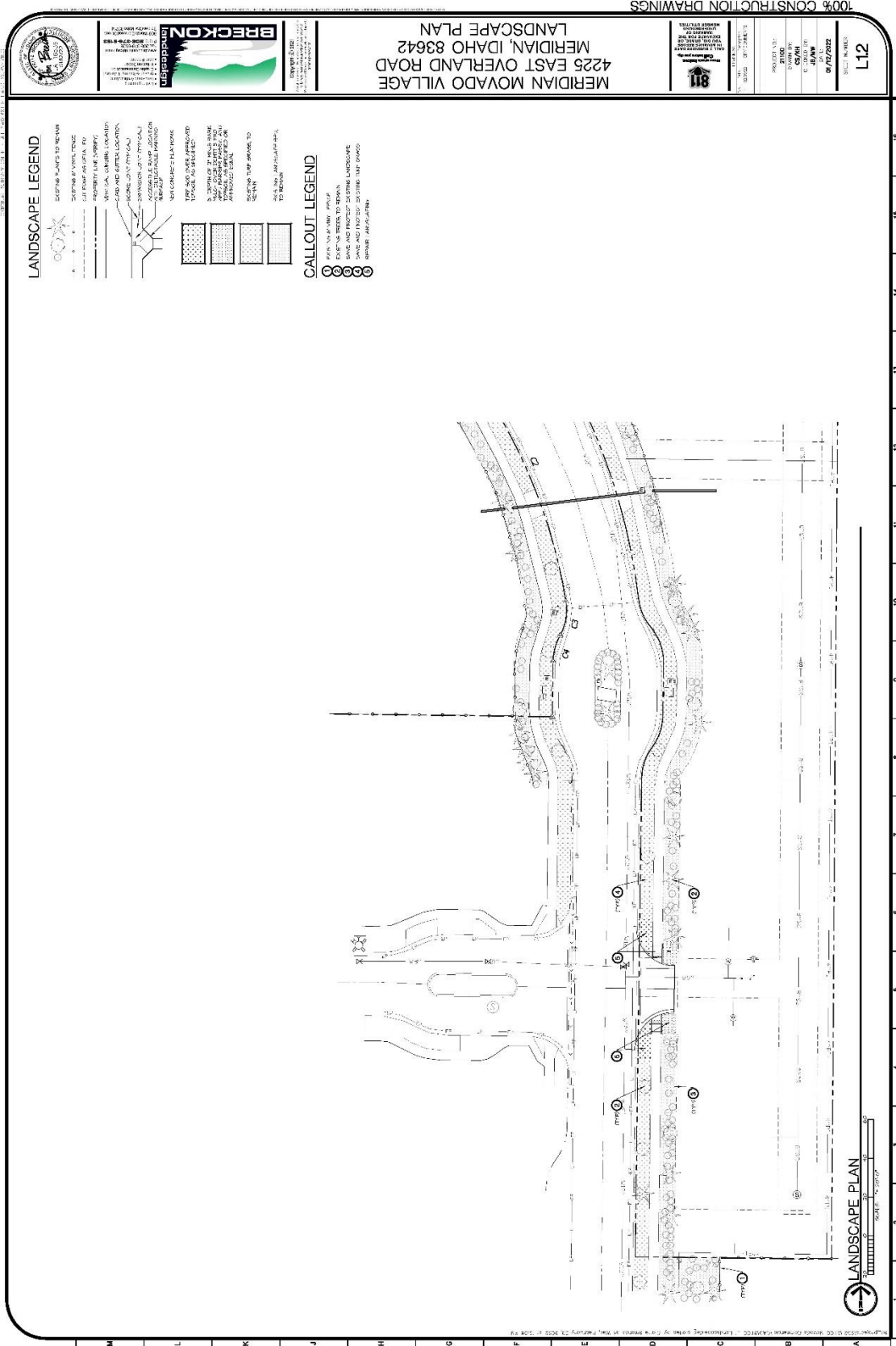
LINE TABLE

LINE BEARING	DISTANCE
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12	S 00°46'25" W 38.20'
13	S 00°51'54" W 138.45'
14	N 00°48'45" E 22.00'
15	N 00°48'45" E 28.00'
16	S 89°13'35" E 22.00'
17	S 89°13'35" E 22.00'
18	N 00°50'56" E 113.00'
19	W 71°23'32" E 20.00'

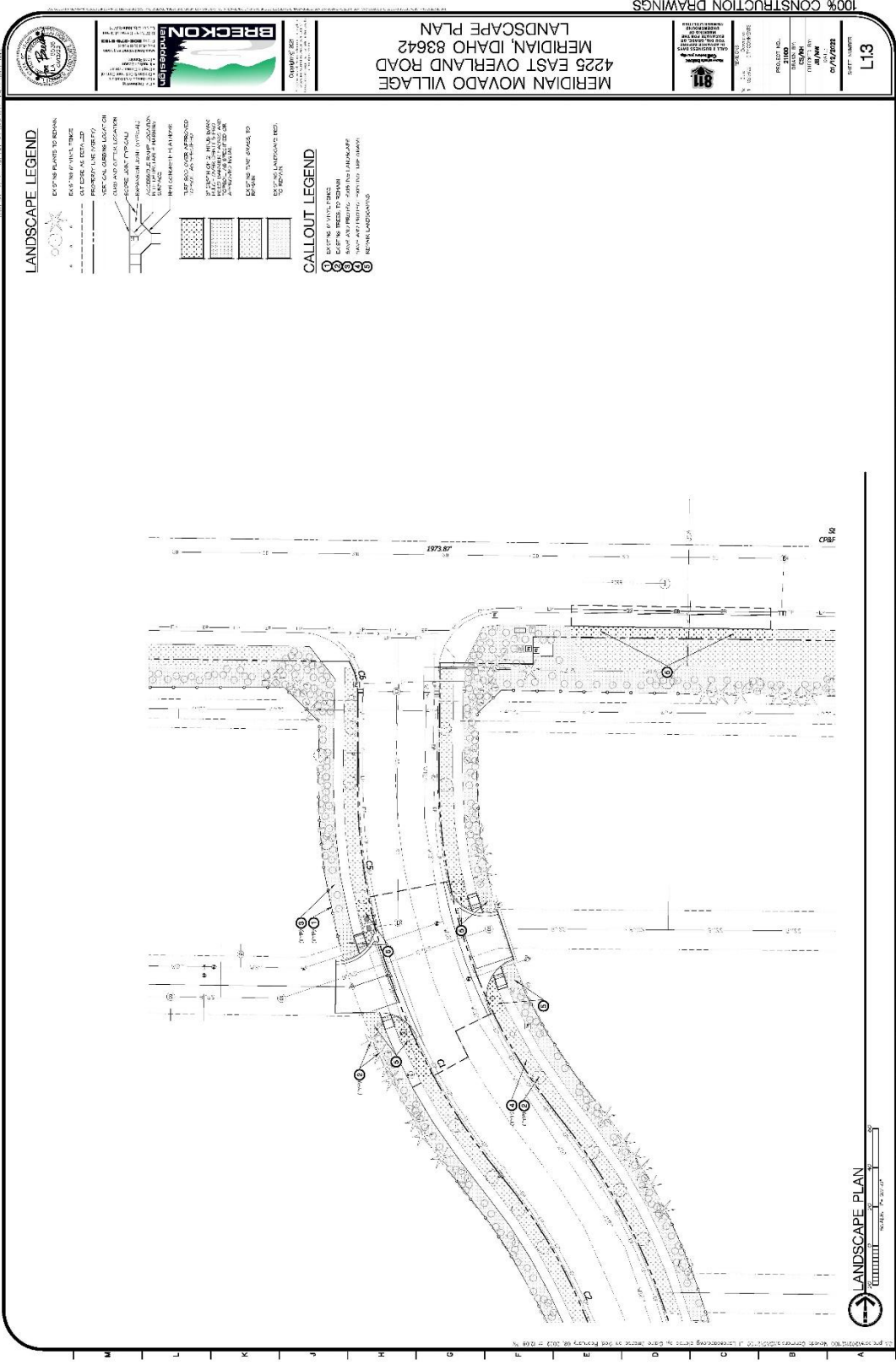


C. Landscape Plan (dated: January 12, 2022)





100% CONSTRUCTION DRAWINGS



VII. PLANNING AND PUBLIC WORKS COMMENTS & CONDITIONS

1. The Applicant is to meet all terms of the approved annexation and preliminary plats (H-2016-0112, H-2017-0104), conditional use permit (H-2020-0123), and amended development agreement (Instrument #2021-102395) for this development.
2. The Applicant has until June 3, 2023, two years from the date of signature on the most recently signed final plat phase (Movado No. 9), to obtain the City Engineer's signature on this final plat 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 acknowledgement signed and notarized.
4. Prior to signature on the final plat by the City Engineer, the final plat prepared by Sawtooth Land Surveying, LLC (Exhibit B), dated January 10, 2022, shall be revised as follows:
 - a. Note #8: Include encumbered lots within this subdivision.
 - b. Note #11: Include the latest DA instrument number for these properties (2021-102395).
 - c. Note #13: Include recorded instrument number.
 - d. Add a note addressing any shared parking and/or access between the commercial and multi-family lots. Provide a copy of the recorded shared parking/access agreement with the Planning Division at the time of Certificate of Zoning Compliance application submittal.
 - e. Add a note addressing cross-access to the Boise parcel to the east (S1121110200), as required by the Development Agreement. Visually showing the location of this cross-access would also be a benefit.
5. The landscape plan prepared by Breckon Land Design (Exhibit C), dated January 12, 2022, is approved as shown. All buffer landscaping has been installed and shall remain protected during construction.
6. The applicant shall comply with the submitted elevations within the approved Conditional Use Permit (H-2020-0123).
7. All fencing shall be installed in accordance with UDC 11-3A-7 and the vinyl fencing along Overland Road shall be removed as proposed at the public hearing for Movado Mixed-Use (H-2020-0123).
8. Stormwater integration facilities shall comply with the standards listed in UDC 11-3B-11C.
9. 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 for more information.
10. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat does not relieve the applicant of responsibility for compliance.
11. Prior to the issuance of any building permit Certificate of Occupancy, the final plat shall be recorded.
12. Prior to the issuance of any building permit, Applicant shall obtain applicable Certificate of Zoning Compliance and Administrative Design Review approvals for any commercial or multi-family building.
13. Sewer main cannot pass through infiltration trenches, a 10-foot separation between the structures should be maintained. A gap in the infiltration trench to accommodate the sewer main is an acceptable layout.

14. A minimum 20-foot-wide easement is required for all sewer outside of right-of-way which must be free from all encroachment including but not limited to other easements, buildings, carports, overhangs, infiltration trenches, light poles, fences, trees, shrubs, etc. The sewer main along the eastern edge of the subdivision does not currently comply with this requirement.
15. A 14-foot-wide access road is required to cover all manholes if the area remains unpaved.
16. Along the eastern boundary of the subdivision a single 8'' water main should be connected from Movado Way through the two buildings; fire hydrants and water meters can be installed from that 8'' main.
17. The proposed water main near the proposed infiltration trench shall be a solid piece of pipe with no joints.
18. Streetlights are required along Overland frontage. A streetlight plan must be submitted and approved prior to final plat signature, and installation of streetlights must be completed prior to any type of occupancy.
19. If the required fire flow is greater than 1500 gallons per minute, contact Public Works Department for modeling.

VII. GENERAL REQUIREMENTS

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration

of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be

sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.

20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Final Order for Prescott Ridge No. 1 (FP-2021-0053) by KM Engineering, LLP, Generally Located 1/3 Mile South of W. Chinden Blvd., on the East Side of N. McDermott Rd.

BEFORE THE MERIDIAN CITY COUNCIL

**HEARING DATE: FEBRUARY 15, 2022
ORDER APPROVAL DATE: MARCH 1, 2022**

**IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF 108 BUILDING)
LOTS AND 27 COMMON LOTS ON)
27.42 ACRES OF LAND IN THE R-8)
ZONING DISTRICT FOR)
PRESCOTT RIDGE SUBDIVISION)
NO. 1)
)
**BY: KM ENGINEERING, LLP)
APPLICANT)**
_____)
)**

**CASE NO. FP-2021-0053
ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT**

This matter coming before the City Council on [date] 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 PRESCOTT RIDGE SUBDIVISION NO. 1, A PARCEL OF LAND BEING A PORTION OF LOTS 18 AND 19, BLOCK 1 OF PEREGRINE HEIGHTS SUBDIVISION AND A PORTION OF THE NE 1/4 , THE SW 1/4 AND THE NW 1/4 OF SECTION 28, TOWNSHIP 4 NORTH,

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT
FOR PRESCOTT RIDGE SUBDIVISION NO. 1 FP-2021-0053

RANGE 1 WEST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO, 2021, HANDWRITTEN DATE: 9/24/2021, by AARON L. BALLARD, PLS, SHEET 1 OF 7,” 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 2/15/2022, a true and correct copy of which is attached hereto marked “Exhibit A” 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 _____, 2022.

By:

Robert Simison
Mayor, City of Meridian

Attest:

Chris Johnson
City Clerk

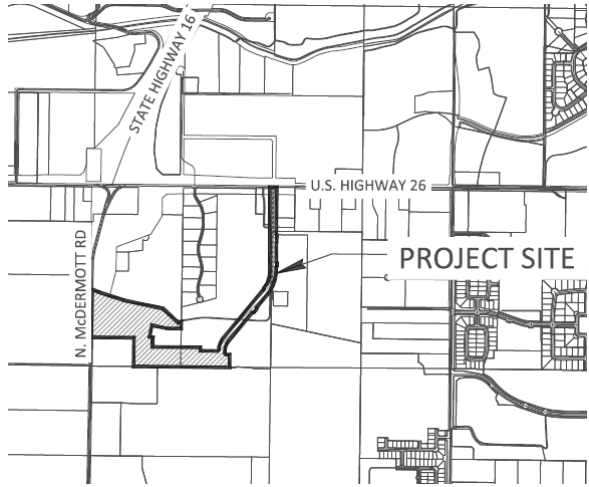
Copy served upon the Applicant, Planning and Development Services Divisions of the Community Development Department and City Attorney.

By: _____ Dated: _____

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 2/15/2022
TO: Mayor & City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2021-0053
Prescott Ridge No. 1
LOCATION: East side of N. McDermott Rd., south of SH 20-26 in the NE 1/4, the SW 1/4 and the NW 1/4 of Section 28, Township 4 North., Range 1 West.



I. PROJECT DESCRIPTION

Final plat consisting of 108 buildable lots and 27 common lots on 27.42 acres of land in the R-8 zoning district for the first phase of Prescott Ridge Subdivision.

II. APPLICANT INFORMATION

- A. Applicant:
Stephanie Hopkins, KM Engineering, LLP – 5725 N. Discovery Way, Boise, ID 83713
- B. Owner:
Providence Properties, LLC – 701 S. Allen St., Ste. 104, Meridian, ID 83642
- C. Representative:
Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the preliminary plat (H-2020-0047) and associated conditions of approval as required by UDC 11-6B-3C.2. There is the same number of buildable lots and common open space as shown on the approved preliminary plat for the subject area.

This phase combines phases 1 and 4 as shown on the phasing plan and excludes the hospital/medical center lot (i.e. Lot 80, Block 8). The hospital/medical center lot should be included in the subject final plat for consistency with the approved phasing plan as required by the Development Agreement; or, an amendment to the Development Agreement for that property should be requested and approved to remove that lot from the phasing plan prior to signature on the final plat for the subject final plat.

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

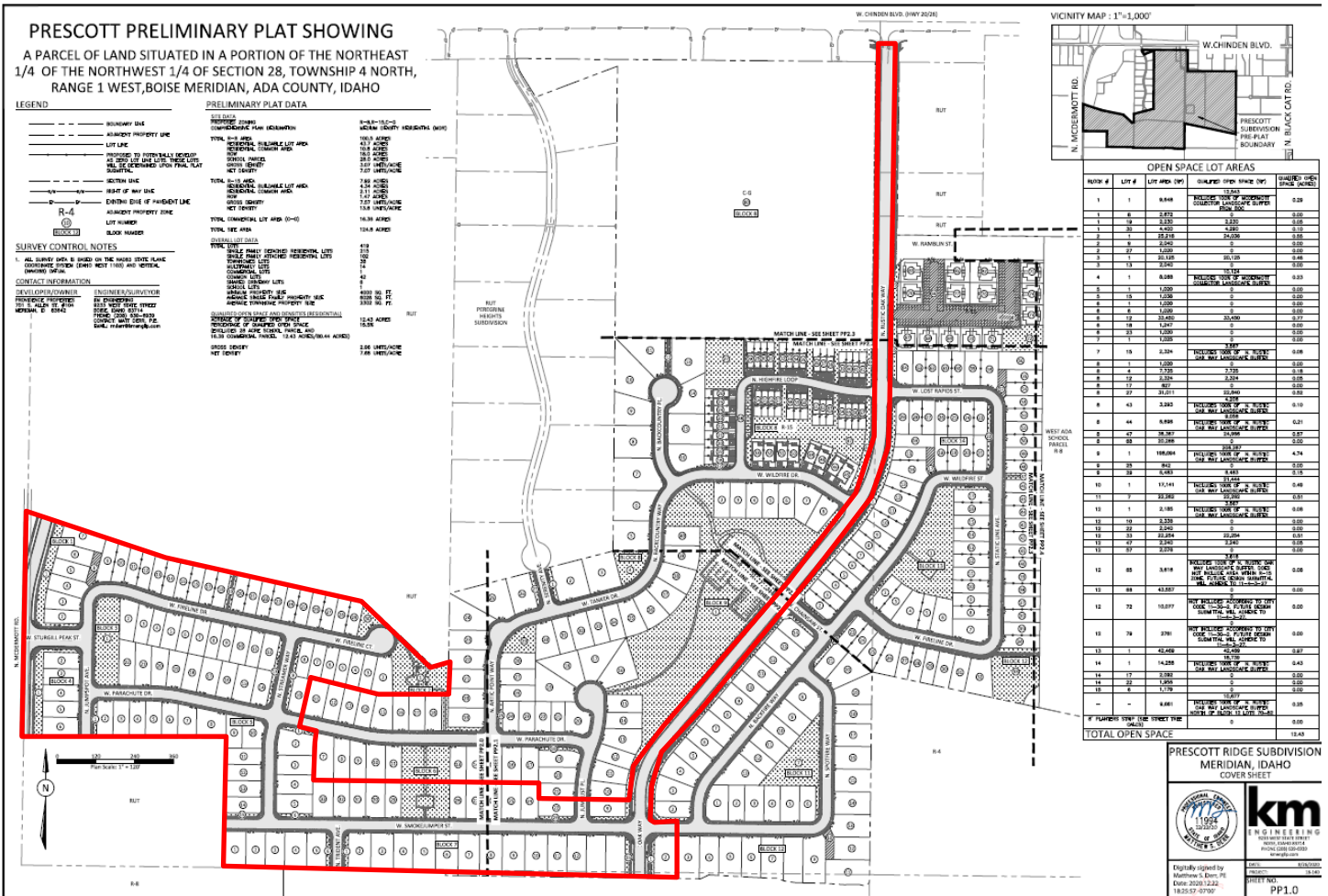
IV. DECISION

A. Staff:

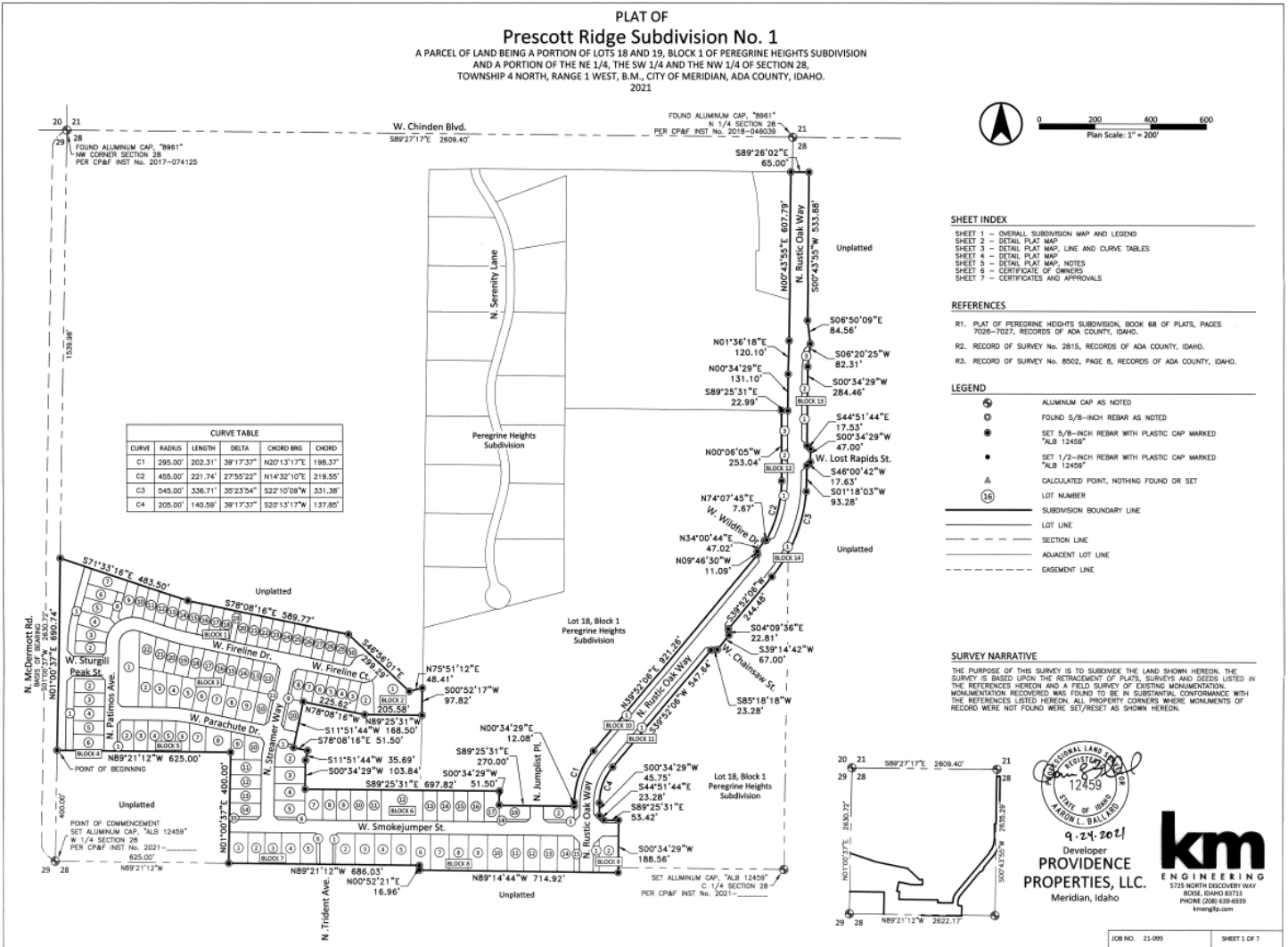
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

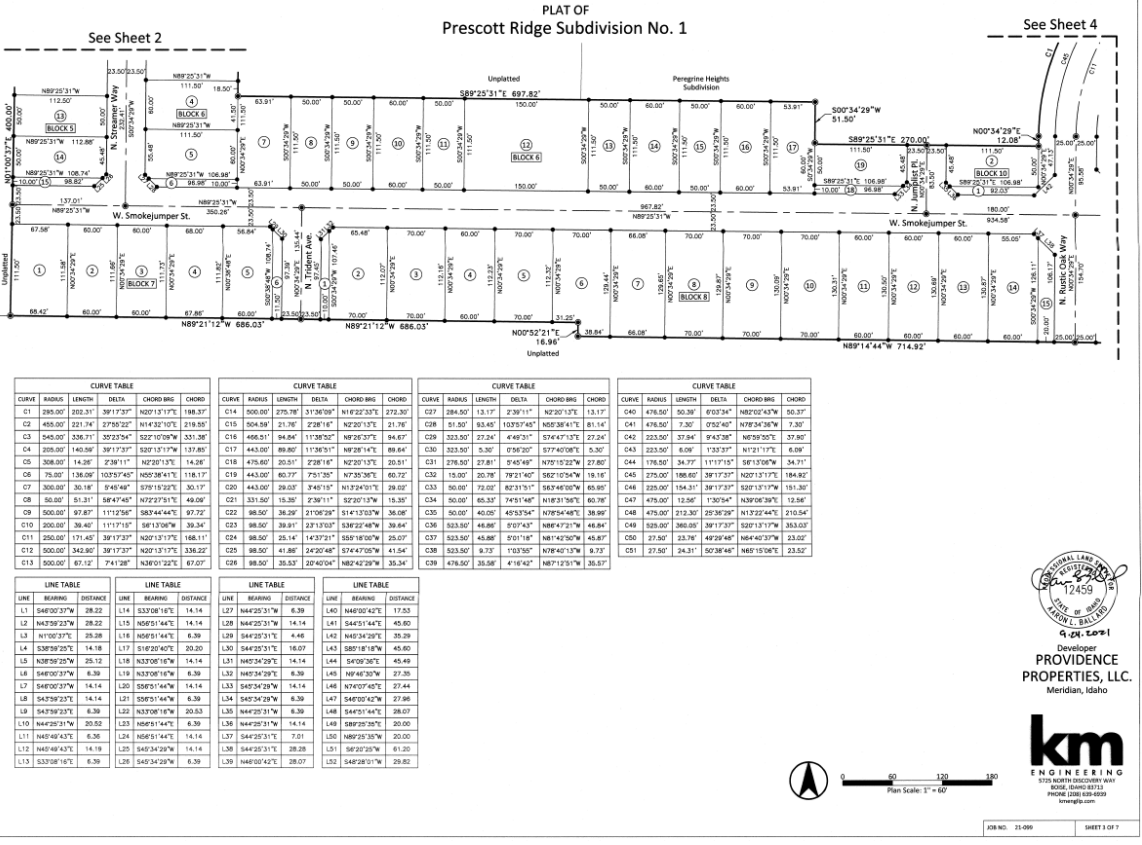
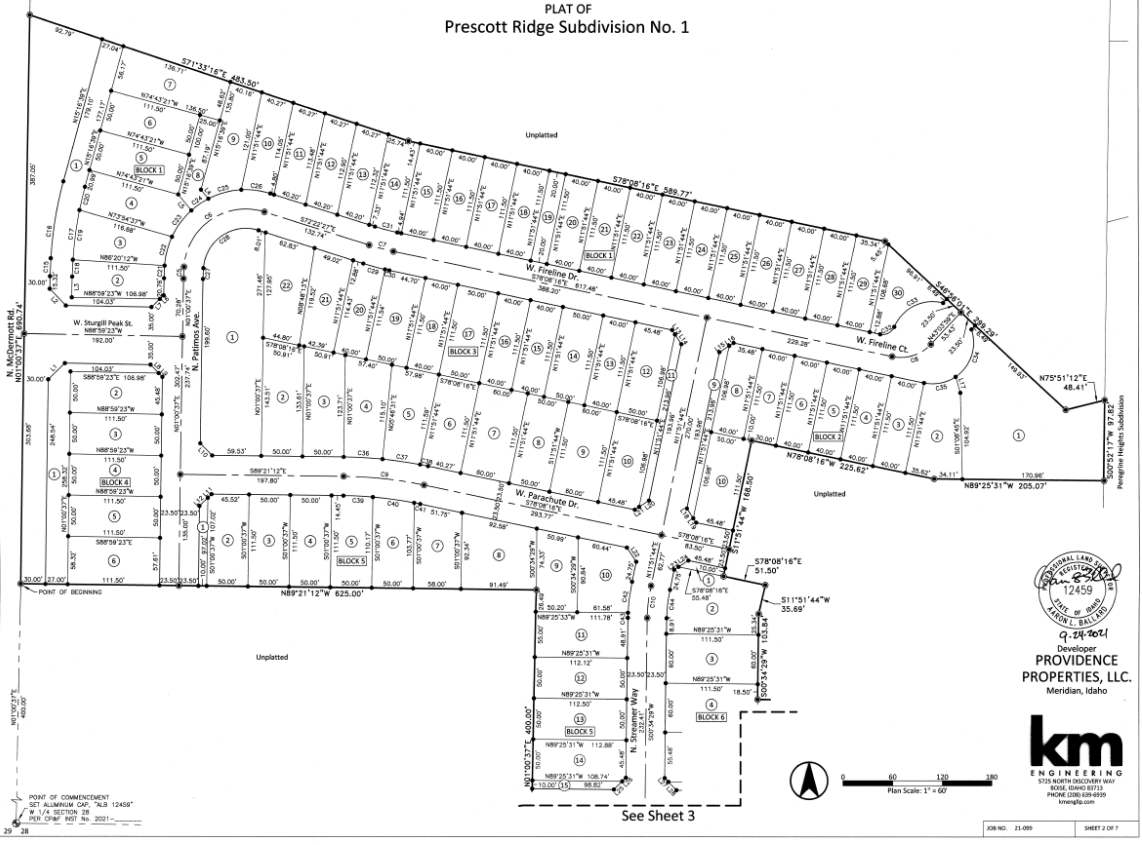
V. EXHIBITS

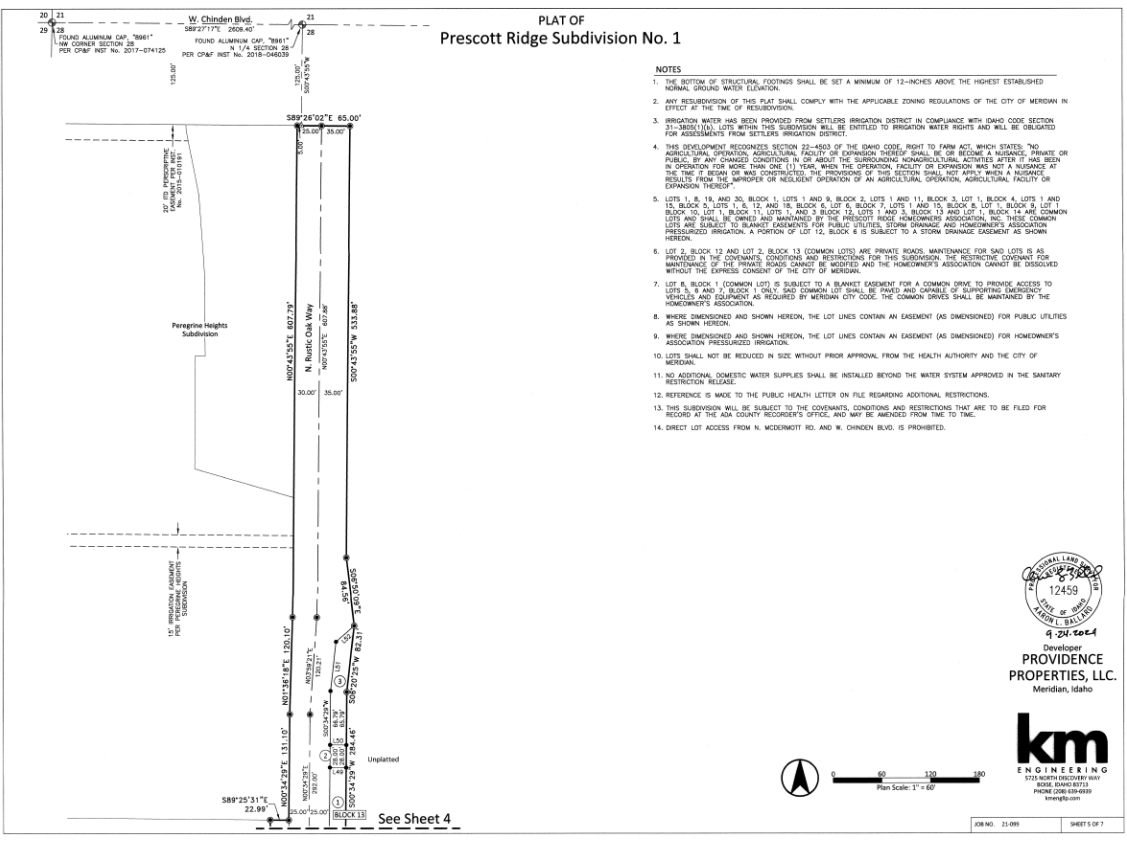
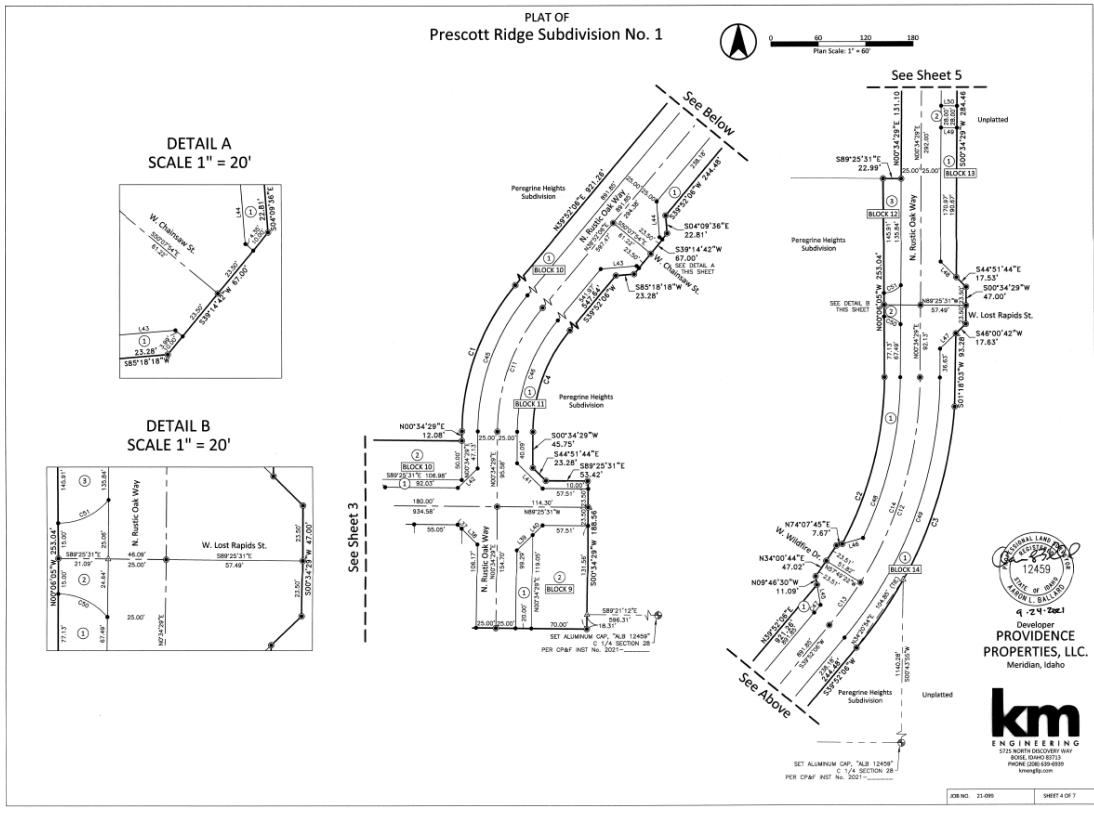
A. Preliminary Plat (date: 12/22/2020)



B. Final Plat (date: 9/24/2021)

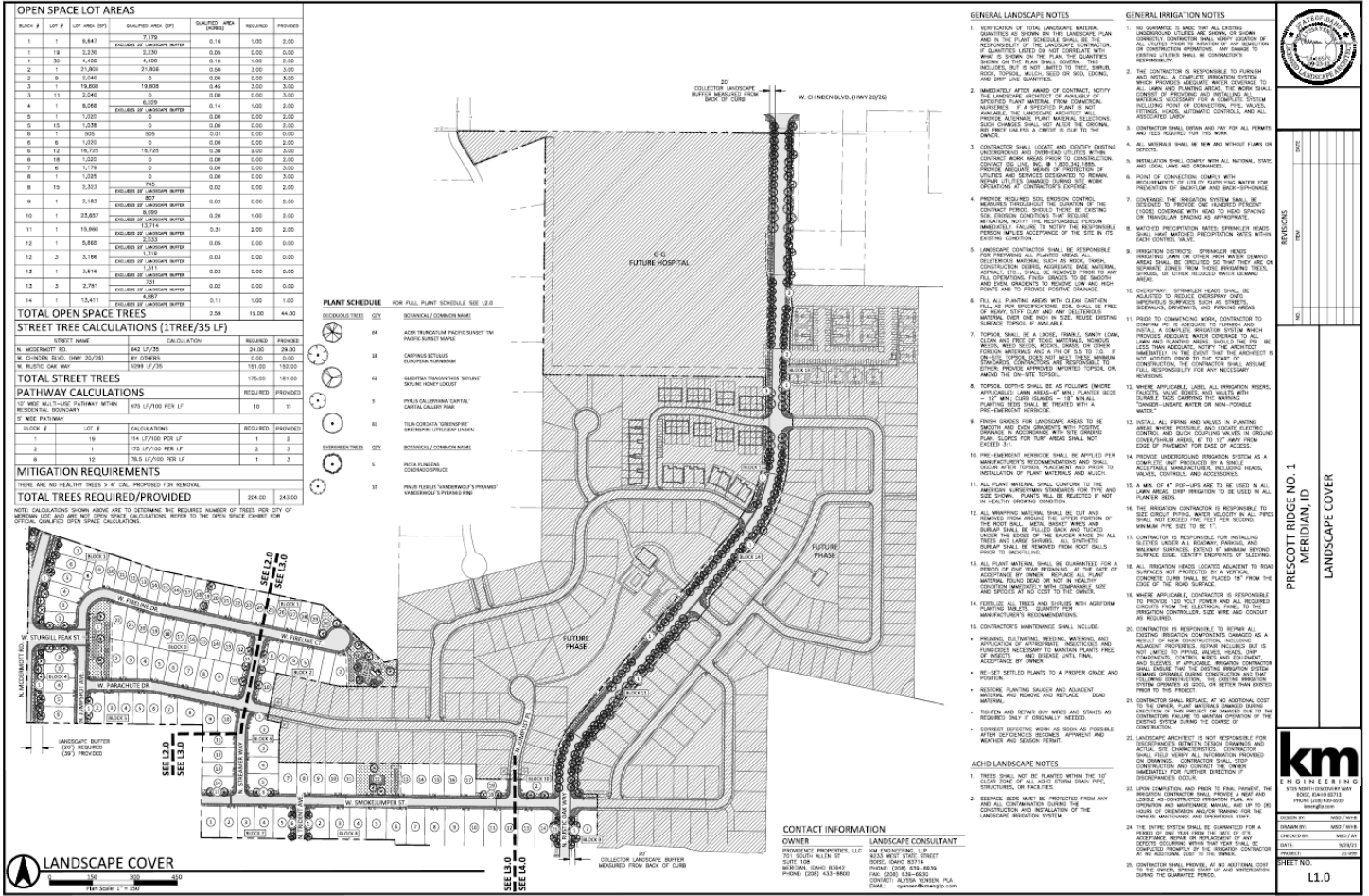




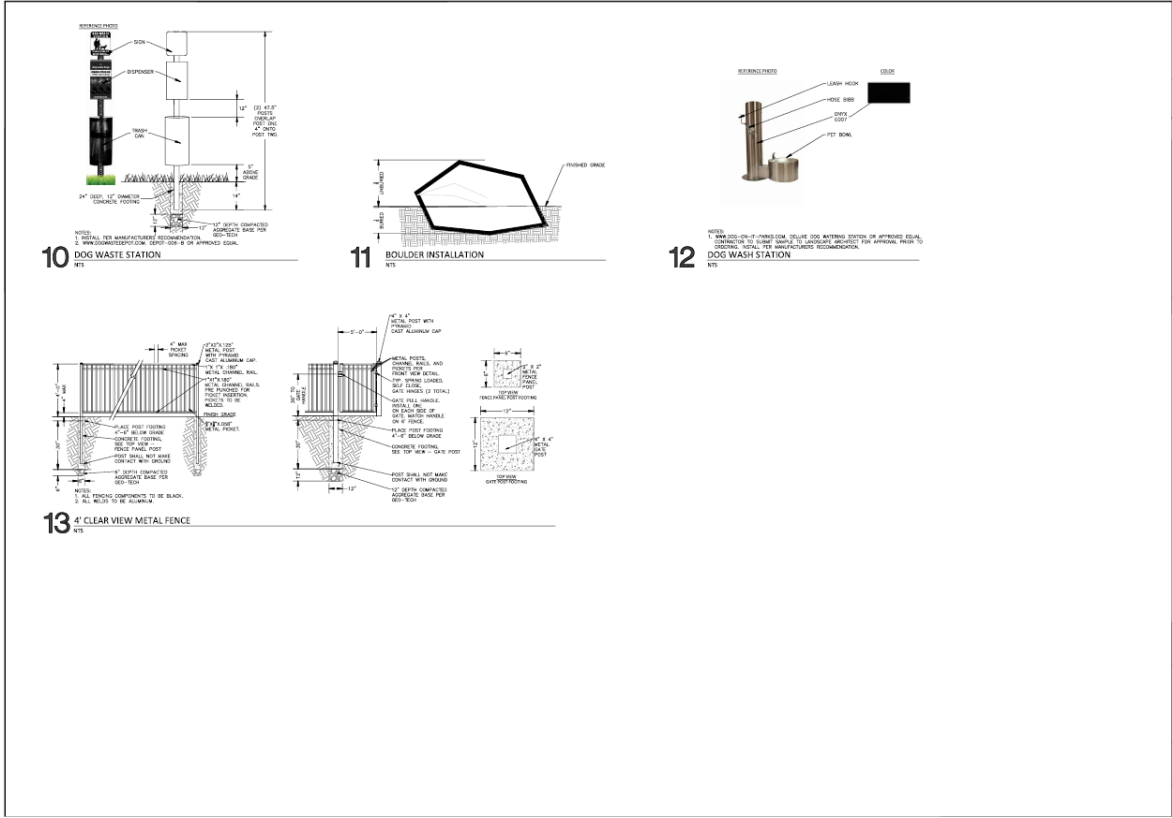


- NOTES**
1. THE BOTTOM OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
 2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN IN EFFECT AT THE TIME OF RESUBDIVISION.
 3. IRRIGATION WATER HAS BEEN PROVIDED FROM SETTLERS IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE SECTION 31-3002(1)(C). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM SETTLERS IRRIGATION DISTRICT.
 4. THIS DEVELOPMENT REQUIRES SECTION 22-4003 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL, AGRICULTURAL FACILITY OR EXPANSION PROJECT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NEIGHBORHOOD, ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROGRESS OF SUCH PROJECT SHALL NOT BE HELD IN A NUISANCE STATUS BY THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
 5. LOTS 1, 8, 18, AND 30, BLOCK 1; LOTS 1 AND 11, BLOCK 2; LOTS 1 AND 11, BLOCK 3; LOT 1, BLOCK 4; LOTS 1 AND 12, BLOCK 5; LOTS 1, 6, 12, AND 18, BLOCK 6; LOT 6, BLOCK 7; LOTS 1 AND 10, BLOCK 8; LOT 1, BLOCK 9; LOT 1, BLOCK 10; LOT 1, BLOCK 11; LOTS 1 AND 3, BLOCK 12; LOTS 1 AND 3, BLOCK 13; AND LOT 1, BLOCK 14 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER HOMEOWNERS ASSOCIATION. THESE COMMON LOTS ARE SUBJECT TO EASEMENTS FOR PUBLIC UTILITIES, STORM DRAINAGE AND HOMEOWNERS ASSOCIATION PRESSEURIZED IRRIGATION. A PORTION OF LOT 12, BLOCK 6 IS SUBJECT TO A STORM DRAINAGE EASEMENT AS SHOWN HEREON.
 6. LOT 2, BLOCK 12 AND LOT 2, BLOCK 13 (COMMON LOTS) ARE PRIVATE ROADS. MAINTENANCE FOR SAID LOTS IS AS PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. THE RESTRICTION CLAUSE FOR MAINTENANCE OF THE PRIVATE ROADS CANNOT BE WORKED AND THE HOMEOWNERS ASSOCIATION CANNOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF MERIDIAN.
 7. LOT 8, BLOCK 1 (COMMON LOT) IS SUBJECT TO A BLANKET EASEMENT FOR A COMMON DRIVE TO PROVIDE ACCESS TO LOTS 9, 8, AND 7. BLOCK 2 ONLY SAID COMMON DRIVE SHALL BE GRADED AND CURBED, SUPPORTED, ERECTED, VEHICLES AND EQUIPMENT AS REQUIRED BY MERIDIAN CITY CODE. THE COMMON DRIVES SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. WHERE DIMENSIONED AND SHOWN HEREON, THE LOT LINES CONTAIN AN EASEMENT (AS DIMENSIONED) FOR PUBLIC UTILITIES AS SHOWN HEREON.
 9. WHERE DIMENSIONED AND SHOWN HEREON, THE LOT LINES CONTAIN AN EASEMENT (AS DIMENSIONED) FOR HOMEOWNERS ASSOCIATION PRESSEURIZED IRRIGATION.
 10. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF MERIDIAN.
 11. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
 12. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
 13. THIS SUBDIVISION WILL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE AND MAY BE WAIVED FROM TIME TO TIME.
 14. DIRECT LOT ACCESS FROM N. MCDONNITT RD. AND W. CHINDEN BLVD. IS PROHIBITED.

C. Landscape Plan (date: 9/23/2021), Fencing Plan & Amenity Details



Item #6.

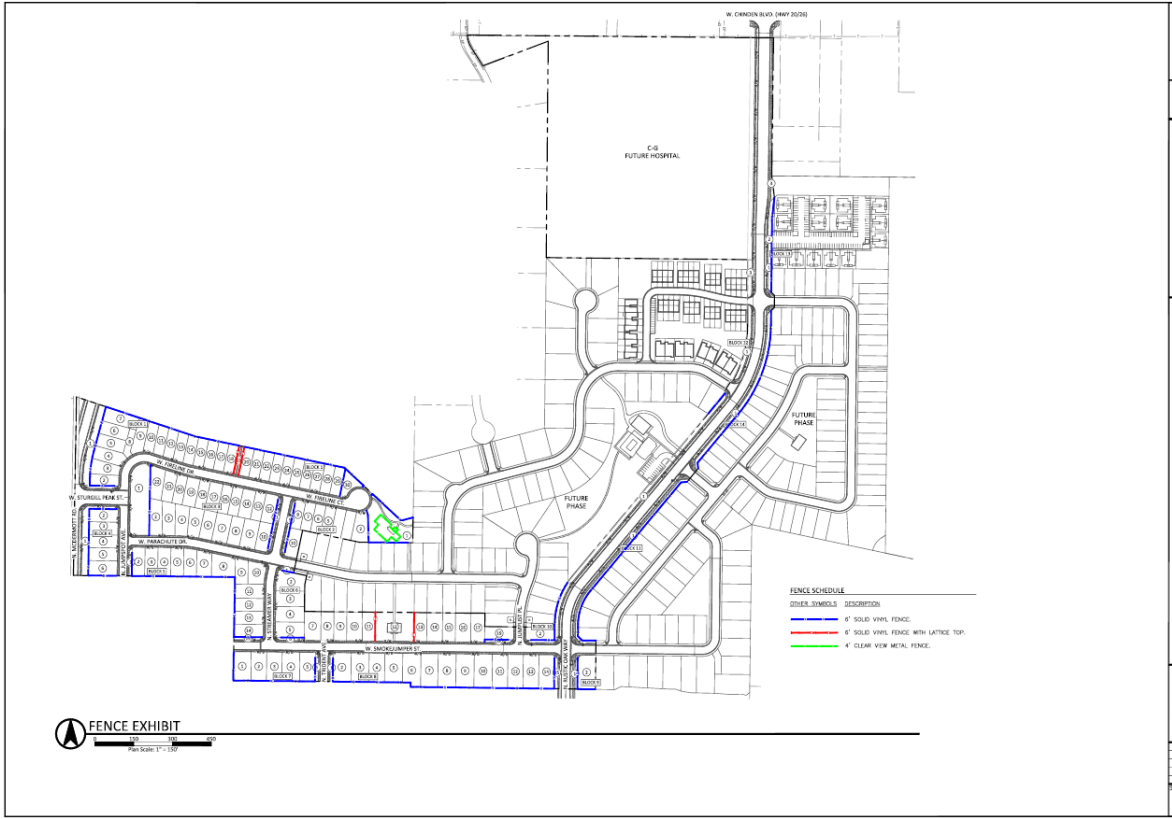


REVISIONS
NO.
DATE
DESCRIPTION

PRESCOTT RIDGE NO. 1
MERIDIAN, ID
LANDSCAPE PLAN

km
KIMBERLY MCKEON
LANDSCAPE ARCHITECT
1000 W. CHURCH BLVD. SUITE 100
MERIDIAN, ID 83645
PHONE: 208.261.8484
FAX: 208.261.8485
WWW.KMDESIGN.COM

PROJECT NO. L6.0



REVISIONS
NO.
DATE
DESCRIPTION

PRESCOTT RIDGE NO. 1
MERIDIAN, ID
LANDSCAPE PLAN / FENCE EXHIBIT

km
KIMBERLY MCKEON
LANDSCAPE ARCHITECT
1000 W. CHURCH BLVD. SUITE 100
MERIDIAN, ID 83645
PHONE: 208.261.8484
FAX: 208.261.8485
WWW.KMDESIGN.COM

PROJECT NO. L7.0




A SCHEMATIC CLUBHOUSE

AMENITIES

- A** - POOL AND CLUBHOUSE
1360 SF BUILDING
54'X30' POOL
17 PARKING SPACES
- B** - LARGE TOT LOT
- C** - SMALL TOT LOT
- D** - DOG PARK/POCKET PARK
- E** - OPEN SPACE





B LARGE TOT LOT

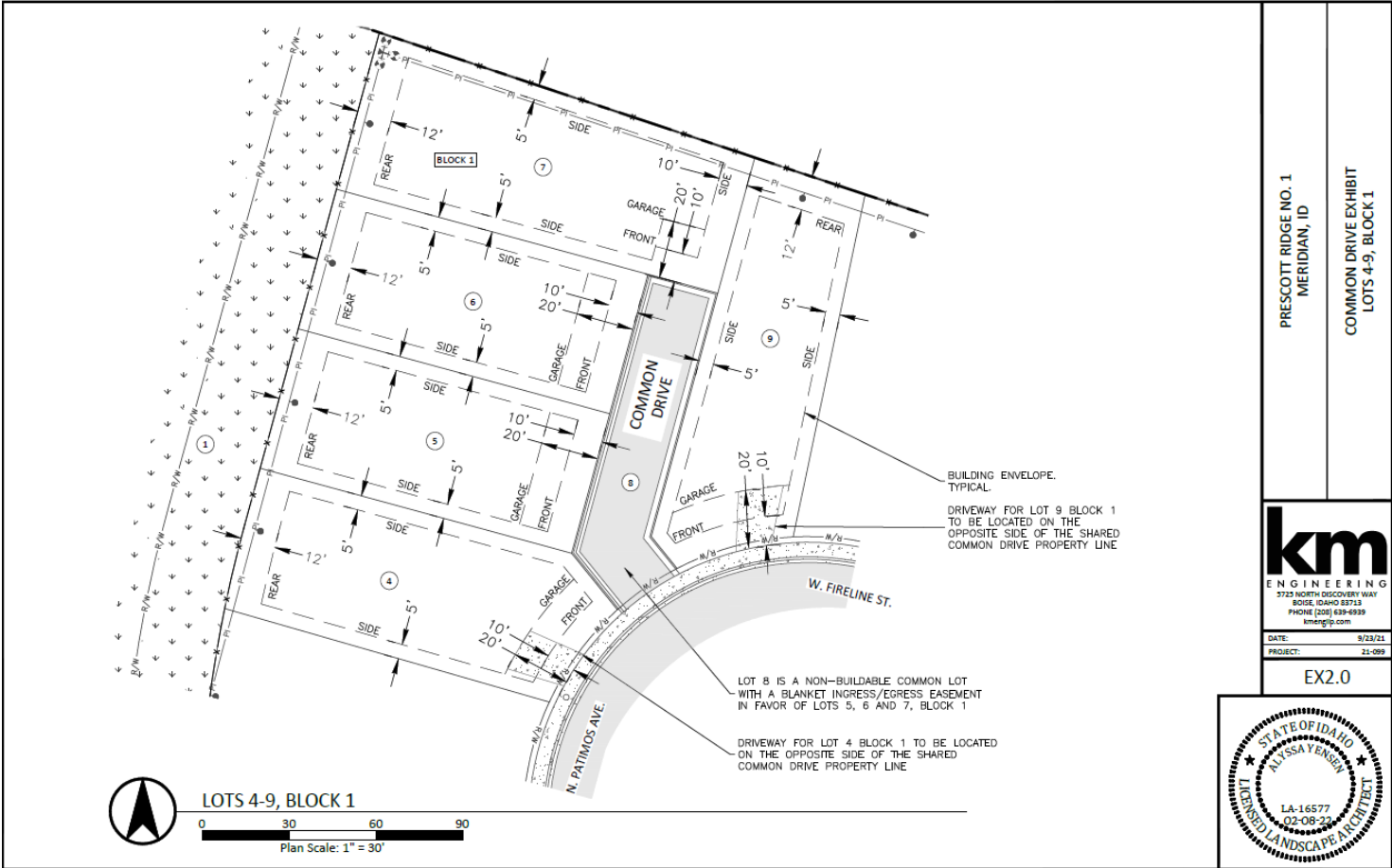


C SMALL TOT LOT



D DOG PARK/POCKET PARK

D. Common Driveway Exhibit



PRESCOTT RIDGE NO. 1
MERIDIAN, ID

COMMON DRIVE EXHIBIT
LOTS 4-9, BLOCK 1



DATE: 8/23/21
PROJECT: 21-009

EX2.0



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development [H-2020-0047, Development Agreement Inst. #[2021-132713](#)].
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of City Council's approval of the preliminary plat (by June 1, 2023) 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 KM Engineering, stamped on 9/24/2021 by Aaron L. Ballard, shall be revised as follows:
 - a. **Include Lot 80, Block 8 (i.e. hospital/medical center lot as shown on the preliminary plat) in the boundary of the final plat in accord with the phasing plan as required by the Development Agreement; or, amend the Development Agreement for the hospital portion of the development to exclude that parcel from the phasing plan, prior to signature on subject final plat by the City Engineer.**
 - b. Include the recorded instrument number of the point of commencement graphically depicted on Sheets 1 and 2.
 - c. Depict the correct parcel configuration of the property at the southwest corner of SH-20/26 and N. Rustic Oak Way as shown on ROS #13153, property boundary adjustment for Providence Properties, LLC, Raymond Roark and Lonnie Kuenzli.
 - d. Note #14: "Direct lot access from N. McDermott Rd., N. Rustic Oak Way and W. Chinden Blvd. is prohibited, unless otherwise approved."

An electronic copy of the revised plat shall be submitted prior to signature on the final plat by the City Engineer.

5. The landscape plan shown in Section V.C, dated 9/23/21, shall be revised as follows:
 - a. Depict shrubs (along with the proposed trees) within the street buffers along W. Chinden Blvd., N. McDermott Rd. and N. Rustic Oak Way as set forth in UDC [11-3B-7C.3a](#).
 - b. Landscaping shall be depicted along *all* pathways in accord with the standards listed in UDC [11-3B-12C](#); include a *mix* of trees and shrubs along with lawn and/or other vegetative groundcover.
 - c. Depict noise abatement for the future SH-16 extension in the form of a berm or a berm and wall combination parallel to N. McDermott Rd. constructed in accord with the standards listed in UDC 11-3H-4D. A cross-section of the berm or berm/wall combination should also be included.
 - d. If fencing is proposed along the west side of Lot 9, Block 1, depict a minimum 5' wide landscape buffer along the east side of Lot 8, Block 1 planted with shrubs, lawn or other vegetative groundcover as set forth in UDC [11-6C-3D.5](#). Depict fencing on the plan if proposed.

An electronic copy of the revised landscape plan shall be submitted prior to signature on the final plat by the City Engineer.

6. Prior to the issuance of any new building permit, the property shall be subdivided in accordance with the UDC.
7. All development shall comply with the dimensional standards for the R-8 zoning district listed in UDC Table 11-2A-6.
8. A perpetual ingress/egress easement shall be filed with the Ada County Recorder for the common driveway on Lot 8, Block 1; a copy of the recorded easement shall be submitted prior to submittal of the final plat for the City Engineer's signature.
9. A 14-foot wide public pedestrian easement for the planned and future multi-use pathways along N. McDermott Rd. and N. Rustic Oak Way shall be submitted to the Planning Division in accord with the Park's Department requirements per the Pathways Master Plan for the portions of the pathway that are outside the public right-of-way. A copy of said easements shall be submitted to the Planning Division prior to submittal of the final plat for City Engineer signature.
10. Provide amenities consistent with the plans in Section V.C as approved with H-2020-0047.
11. The rear and/or side of structures on Lots 2-6, Block 4 and Lots 2-7, Block 1 along N. McDermott Rd. and on Lot 2, Block 10 and Lot 14, Block 8 and Lot 2, Block 9 along N. Rustic Oak Way shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.
12. 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.
13. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

Site Specific Conditions:

1. The applicant shall be required to pay the Oaks Lift Station and Pressure Sewer Reimbursement Fees in the amount of \$265.25 per equivalent residential unit (ERU). The reimbursement fees for the entire residential portion of this subdivision shall be paid prior to city signatures on this final plat.
2. The applicant shall be required to pay the Oaks Lift Station Pump Upgrades Reimbursement Fees in the amount of \$185.43 per equivalent residential unit (ERU). The reimbursement fees for the entire residential portion of this subdivision shall be paid prior to city signatures on this final plat.
3. 12-inch water main shall be installed throughout the subdivision (see water markup sheets below)
4. Construct water main in North Streamer Way between Parachute Drive and Fireline Court.
5. Provide a 20-foot-wide water main easement over the walking path for potential future connection.
6. Manholes must be 60-inch diameter for any sewer main depth 18 feet or greater.

7. All manholes outside of right-of-way must be maintained within an easement and be accessible via a gravel access road that meets City standards. Specifically, the sewer main running parallel to Rustic Oak Way does not meet these requirements.
8. Sewer pipes need a minimum 3-feet of cover over the top of pipe. Manhole F-2 does not meet this requirement.
9. Angles through a manhole cannot exceed 90 degrees for the in/out pipe in the direction of flow. Manhole D-2 does not meet this requirement.
10. Sewer mains shall not be allowed in common driveways that serve three or fewer lots, services should be extended from the main in right-of-way. For common driveways that serve four or more lots a private sewer main can be extended into the driveway. A manhole must be provided at the property boundary (from the right-of-way) that is marked "Private" on the lid. The private sewer main must end in a manhole that is also marked "Private" on the lid.
11. The geotechnical investigative report prepared by SITE Consulting, LLC indicates some very specific construction considerations. The applicant shall be responsible for the strict adherence of these recommendations to help ensure that groundwater does not become a problem within crawlspaces of homes.

General Conditions:

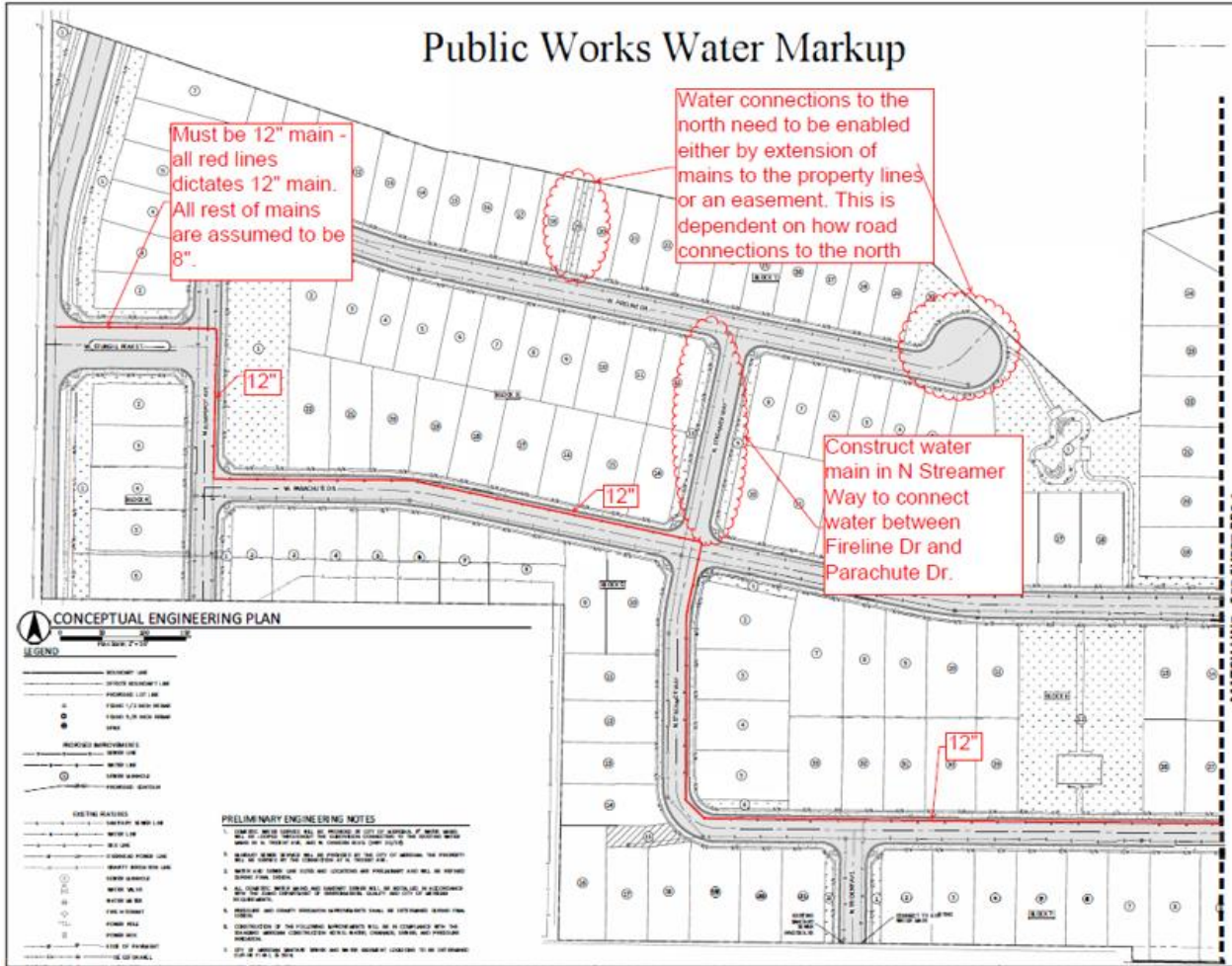
1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration

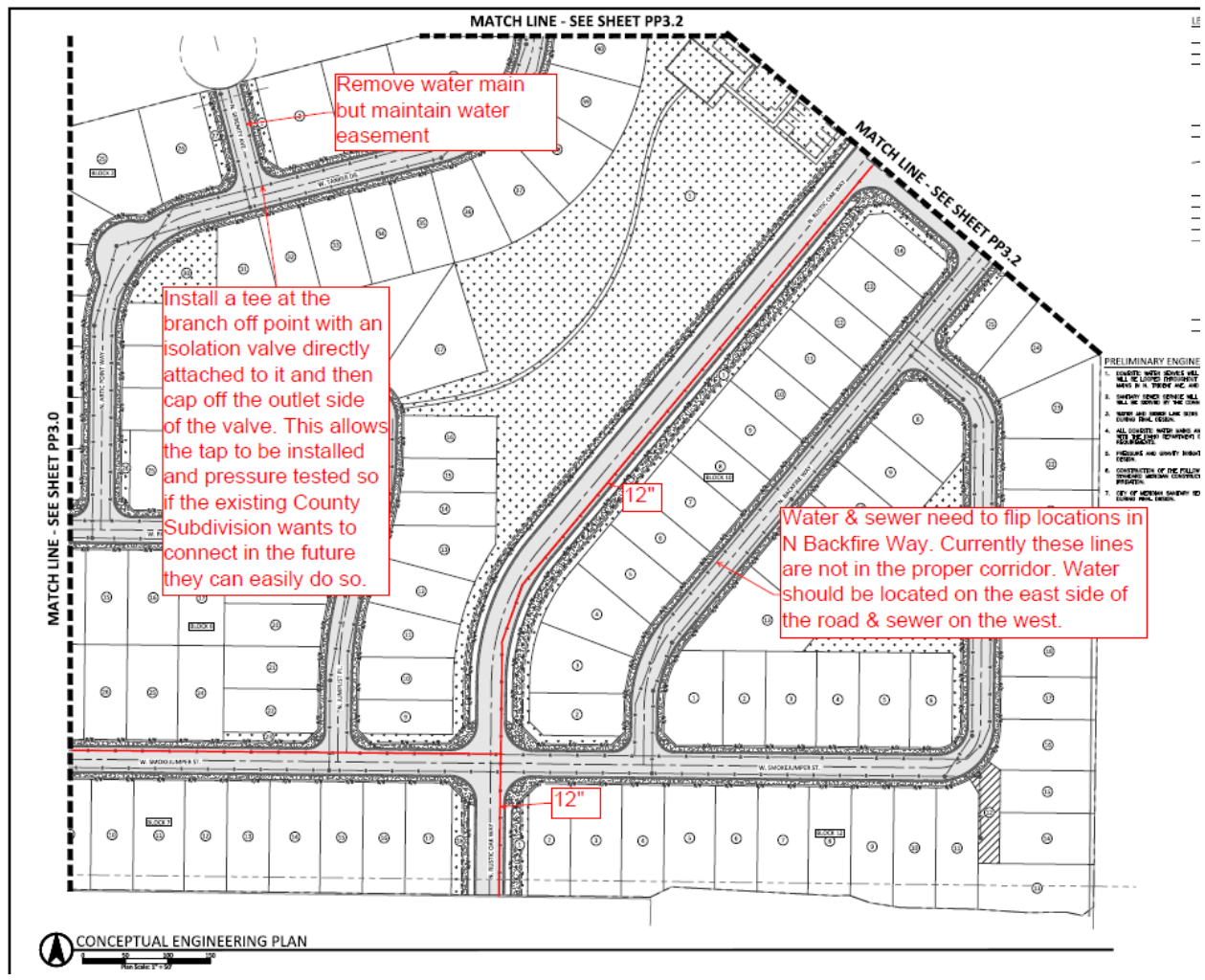
of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

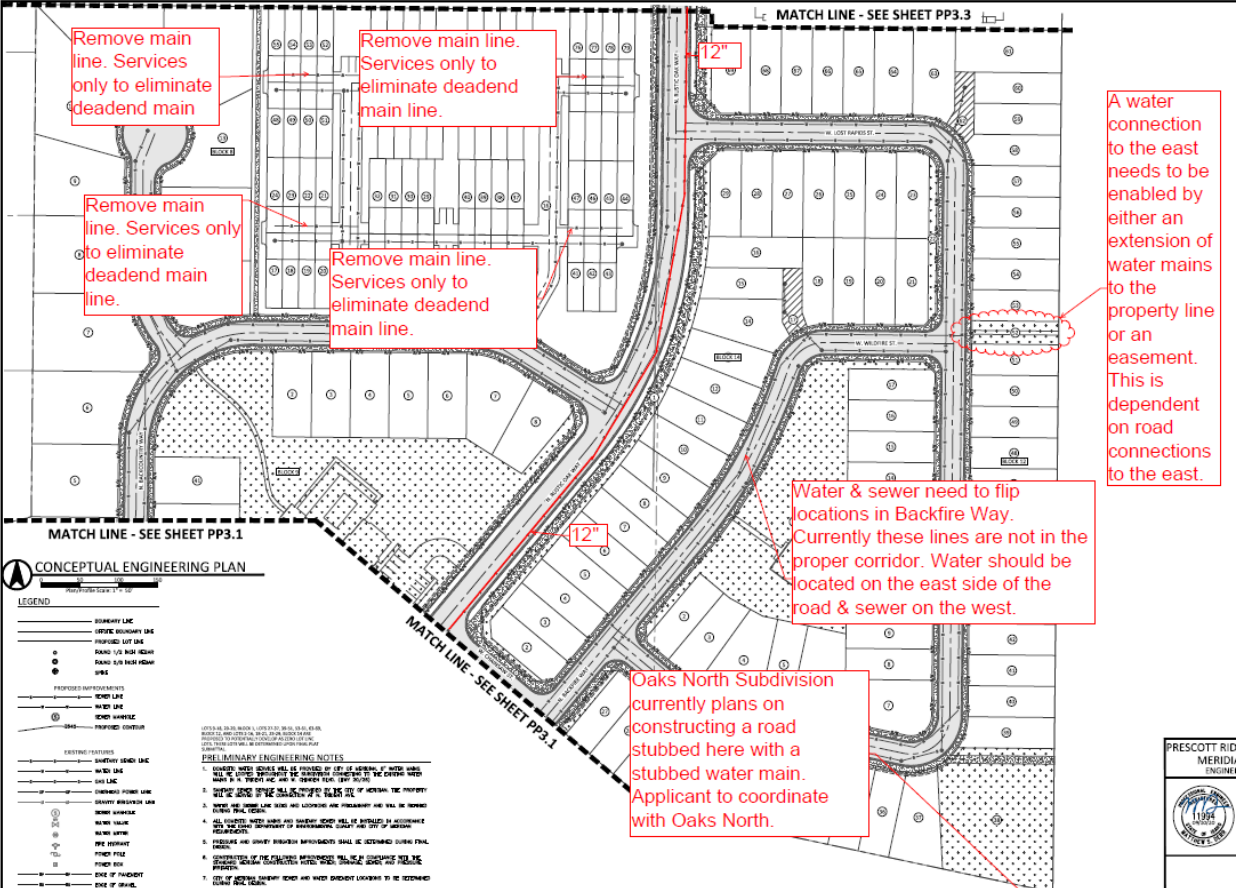
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be

sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.

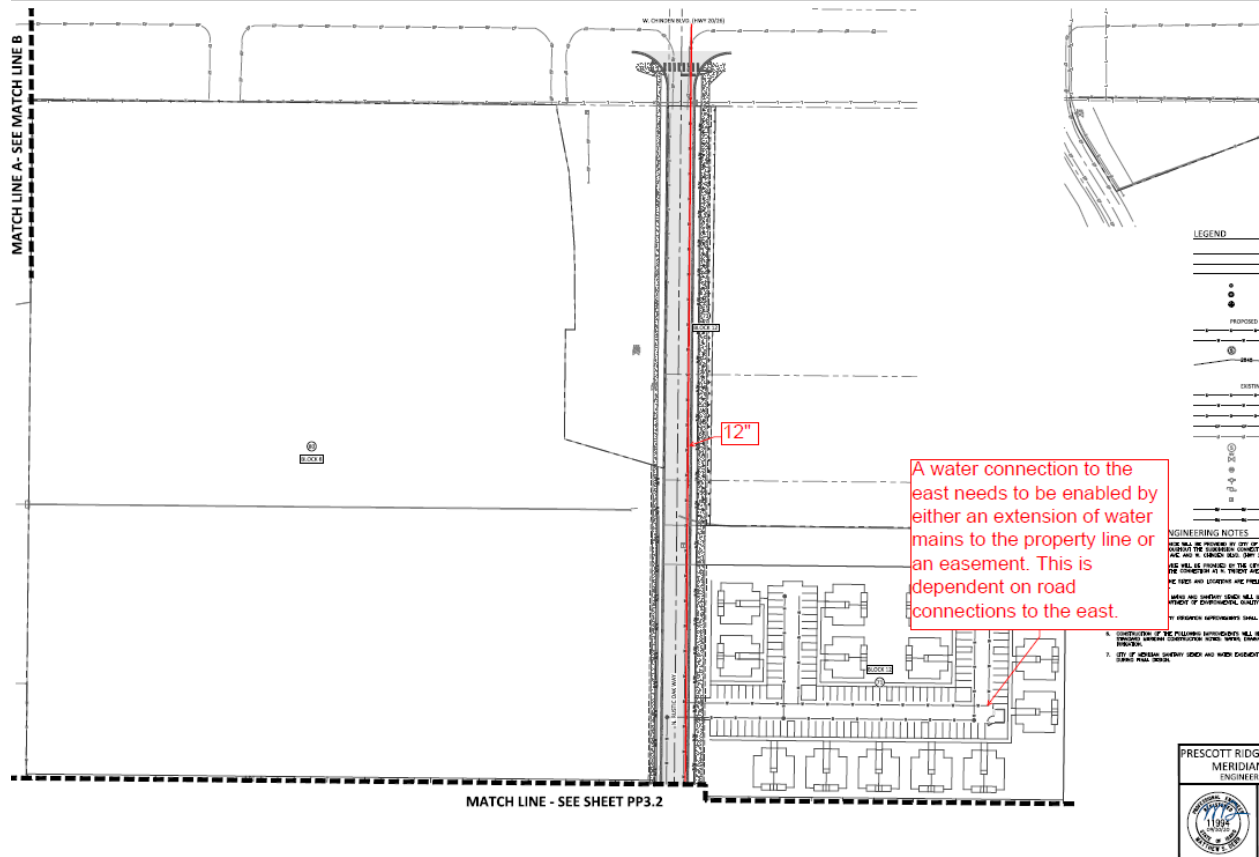
20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.







Item #6.





AGENDA ITEM

ITEM TOPIC: Memorandum of Agreement Between Meridian Library District and City Of Meridian for Design and Installation of Mural



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From:	Emily Kane, Deputy City Attorney	Meeting Date:	March 1, 2022
Presenter:	Cassandra Schiffer, Arts & Culture Coordinator	Estimated Time:	.5 minutes
Topic:	Memorandum of Agreement Between Meridian Library District and City Of Meridian for Design and Installation of Mural		

Recommended Council Action:

Approve the agreement and authorize the Mayor’s signature.

Background:

This agreement sets forth terms, conditions, and expectations for the partnership under which the Meridian Library District agrees to provide a public art easement for City’s installation of a mural on a building owned by MLD, specifically, the building containing unBound, on 722 E. 2nd Street. This MOA was developed for the purpose of engaging the property owner’s acknowledgement of, and commitment to, all aspects of the partnership and process before mural design.

**MEMORANDUM OF AGREEMENT
BETWEEN MERIDIAN LIBRARY DISTRICT AND CITY OF MERIDIAN
FOR DESIGN AND INSTALLATION OF MURAL**

This MEMORANDUM OF AGREEMENT BETWEEN MERIDIAN LIBRARY DISTRICT AND CITY OF MERIDIAN FOR DESIGN AND INSTALLATION OF MURAL (“Agreement”), is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and the Meridian Library District, a public library district organized under the laws of the State of Idaho (“MLD”) (collectively, “Parties”).

WHEREAS, the Parties mutually desire to foster a vibrant community, establish a sense of place and local identity, attract visitors to downtown Meridian, and beautify public spaces;

WHEREAS, to that end, City intends to dedicate funds for the design and installation of a public art mural at 722 E. 2nd Street, in Meridian, Idaho, Ada County parcel no. R5672000870 (“Property”); specifically, on the south-facing exterior wall of the building;

WHEREAS, MLD owns the Property, and has agreed to make the south-facing exterior wall of the building available to the City for the installation of a public art mural (“Mural”), by an artist to be selected by and under contract with City (“Artist”);

WHEREAS, the Parties seek by this Agreement to memorialize the process by which the mural will be installed, establish the terms and conditions of City’s investment in this partnership, and establish each Party’s expectations for the design, installation, ownership, maintenance, and longevity of the mural;

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

I. MLD’S RESPONSIBILITIES

A. Public Art Easement. At the time specified in the process set forth in *Exhibit A*, MLD shall convey to City a Public Art Easement, as set forth in the Public Art Easement Agreement attached hereto as *Exhibit B*, for the installation of the Mural at Property. By signing this Agreement, MLD acknowledges and agrees that City will, in reliance on MLD’s covenant to convey the Public Art Easement, engage the Artist to design and install Mural, a public art installation custom-designed specifically for installation on the south-facing exterior wall of the building at Property. Prior to execution of this Agreement, MLD shall carefully review the Public Art Easement Agreement set forth in *Exhibit B*, shall consult MLD’s legal counsel regarding same, and shall fully negotiate all terms of the Public Art Easement prior to the execution of this Agreement. MLD’s execution of this Agreement shall signify MLD’s covenant to execute the Public Art Easement Agreement in the form set forth in *Exhibit B*. If, following the execution of this Agreement, MLD declines to execute the Public Art Easement Agreement exactly as set forth in *Exhibit B*, MLD shall reimburse City for all

expenses incurred and obligations made by City in reliance on MLD's commitment to execute same, including, but not limited to, any and all amounts paid to Artist for design and/or installation of the Mural at Property.

- B. MLD Contact.** MLD shall designate an individual to serve as MLD Contact, which individual shall consult with City and Artist throughout the design and installation of the Mural, and shall be authorized to make decisions on behalf of MLD related to design and installation of the Mural.
- C. Process.** MLD has reviewed, acknowledges, understands, and agrees to participate in the partnership process generally as set forth in *Exhibit A* hereto.

I. CITY'S RESPONSIBILITIES.

- A. City Contact.** City shall designate an individual to serve as City Contact, which individual shall consult and liaise with MLD and Artist throughout the design and installation of the Mural, and shall be authorized to make decisions on behalf of City related to design and installation of the Mural.
- B. Manage process.** City shall manage and participate as needed in the public-private mural partnership process generally as set forth in *Exhibit A* hereto.
- C. Agreements, resolution.** City shall:
 - 1. Prepare, and with Artist negotiate and execute, a master agreement with the Artist establishing terms and conditions of services to be provided in the design and installation of public art murals, which agreement shall be generally in the form as set forth in *Exhibit C* hereto.
 - 2. Prepare, and with Artist negotiate and execute, a task order with the Artist for the design of the Mural to be installed at Property, which agreement shall be generally in the form as set forth in *Exhibit D* hereto.
 - 3. Prepare, and with Artist negotiate and execute, a task order with the Artist for the installation of the Mural at Property, which agreement shall be generally in the form as set forth in *Exhibit E* hereto.
 - 4. Prior to the execution of this Agreement, negotiate and finalize with MLD, the agreed-upon terms of the Public Art Easement Agreement which agreement shall be in the specific form and contain the specific content as set forth in *Exhibit B*, and, following execution of the task order for installation of the Mural, shall attach such installation task order to the Public Art Easement Agreement as an exhibit thereto. Following the Parties' execution of the Public Art Easement Agreement and attachment of the installation task order as an exhibit thereto, City shall record the Public Art Easement against the Property.
 - 5. Prepare and, with Artist, negotiate and execute, Mural acceptance agreement establishing terms and conditions of City's acceptance of final Mural, which agreement shall be generally in the form as set forth in *Exhibit F* hereto. City shall prepare the City Council resolution signifying City's approval of the Mural as installed.

Except insofar as may be specifically established therein, MLD shall not be a party or third party beneficiary to these agreements.

III. GENERAL PROVISIONS.

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

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

MLD Contact:
Nick Grove, Assistant Director
nick@mld.org
(208) 888-4451

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

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

If to MLD:
Gretchen Caserotti, Director
Meridian Library District
1326 W. Cherry Lane
Meridian ID 83642

C. Term. This Agreement begins immediately upon the Effective Date and shall expire upon recording of the fully executed Public Art Easement Agreement, unless earlier terminated as set forth herein.

D. Non-appropriation. Notwithstanding any other provision of this Agreement, City shall not be obligated by any provision of this Agreement unless and until the Meridian City Council appropriates adequate funds for this Agreement in the City’s budget for the applicable fiscal year. In the event that funds are not appropriated necessary to meet City’s obligations under this Agreement, this Agreement shall be terminated. City shall notify MLD of any such non-appropriation of funds at the earliest practicable date.

E. Assignment. Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.

F. No agency. For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.

G. Hold harmless. For purposes of or in furtherance of this Agreement, each party and each of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, shall save and hold harmless the other party from and for any and all losses, claims, actions,

judgments for damages, or injury to persons or property and losses and expenses caused or incurred by either party or any employee, agent, contractor, official, officer, servant, guest, and/or invitee thereof.

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

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

J. Termination.

1. **Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet City's obligations under this Agreement; an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.

2. **Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.

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

L. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

M. Approval required. This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and MLD. The Parties signatory hereto

represent and warrant that each is duly authorized to bind, respectively, City and MLD to this Agreement in all respects.

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

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

MERIDIAN LIBRARY DISTRICT:



Megan Larsen, Chair
Meridian Library District Board of Trustees

CITY OF MERIDIAN:

BY: Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT A
PUBLIC-PRIVATE MURAL PARTNERSHIP PROCESS OVERVIEW

STEP	RESPONSIBLE PARTY	TASK
1	City (Arts & Culture Coordinator)	Identify potential partners to participate in public-private partnership for installation of murals on suitable buildings
2	City (City Attorney’s Office)	Prepare proposed memorandum of agreement with selected partner Property Owner establishing terms and conditions of design and installation of the mural and Public Art Easement Agreement
3	City (City Attorney’s Office) and Property Owner	Negotiate Public Art Easement Agreement; negotiate and execute memorandum of agreement
4	City (Arts & Culture Coordinator)	Issue request for qualifications (RFQ) for mural artists; match selected Artist with partner Property Owner Note: This step is complete; Key Detail is the artist who will design and install the mural.
5	City (City Attorney’s Office)	Prepare task order for mural design
6	City (City Attorney’s Office) and Artist	Negotiate and execute task order for mural design
7	City (Arts & Culture Coordinator, Meridian Arts Commission), Property Owner, and Artist	Collaborative exchange between Property Owner, Artist, and City per design task order; Artist delivers final mural design
8	City (Meridian Arts Commission)	Review and recommend approval of final mural design
9	City (City Attorney’s Office)	Prepare task order for mural installation
10	Property Owner and Artist	If Property Owner requires written agreement with, and/or proof of insurance from, Artist for mural installation: Negotiate and execute terms (City will not participate)
11	City (City Attorney’s Office) and Artist	Negotiate and execute task order for mural installation; City Council approves final design via approval of task order for mural installation
12	City (City Attorney’s Office)	Prepare final Public Art Easement Agreement with task order for mural installation attached as exhibit
13	City (City Attorney’s Office) and Property Owner	Execute and record Public Art Easement Agreement
14	Artist and Property Owner	Artist schedules installation with Property Owner; installs mural per the installation task order and written agreement with Property Owner, if any
15	City (City Attorney’s Office)	Prepare mural acceptance agreement
16	City (City Attorney’s Office) and Artist	Negotiate and execute mural acceptance agreement
17	City (Arts & Culture Coordinator) and Artist	Project closeout per installation task order and acceptance agreement – site visit, document collection, sign installation, Meridian Arts Commission final approval
18	City (City Attorney’s Office)	Prepare resolution for City Council approval and Mayor’s signature, accepting the mural and approving final payment to Artist
19	City (Arts & Culture Coordinator), Property Owner, and Artist	Schedule/coordinate mural unveiling event (as weather or other circumstances permit)

EXHIBIT B
PUBLIC ART EASEMENT AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

PUBLIC ART EASEMENT AGREEMENT: PROPERTY ADDRESS

This PUBLIC ART EASEMENT AGREEMENT (“Agreement”) is made on this _____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **PROPERTY OWNER**, an **ORGANIZATION TYPE** organized under the laws of the state of Idaho (“Grantor”). (City and Grantor may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the Parties desire that public art murals will be incorporated into the Meridian community, and to that end, City will dedicate funds and contract with **ARTIST** for the design, installation, and/or maintenance of a public art mural at **PROPERTY ADDRESS**, in Meridian, Ada County parcel no. **PARCEL NUMBER** (“Property”); specifically, on the **DIRECTION**-facing exterior wall of the building located thereon;

WHEREAS, Grantor owns the Property, and has agreed to make it available to the City for the installation of a mural (“Mural”) by **ARTIST** (“Artist”), as generally depicted in the *Task Order For Mural Installation* between City and Artist, executed on **DATE** and attached hereto as *Exhibit A* (“**DATE** Task Order”);

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

1. GRANT OF EASEMENT. Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, and exhibiting the Mural on and in the Property. Following Final Acceptance of the Mural as defined in the **DATE** Task Order, the Mural shall be the property of City.

2. TERM. This Agreement, and the easement granted hereunder, shall be effective until 11:59 p.m. on September 30, 2031 unless extended by mutual agreement of the Parties.

3. RECORDATION. City shall record this Agreement in the land records of Ada County Idaho, and shall submit proof of such recording to Grantor. For recording purposes, the legal description of the Property is: **LOT/BLOCK DESCRIPTION PER ASSESSOR**.

4. TERMINATION.

- a. **Termination by Grantor.** This Agreement, and the easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days' written notice to City and receipt of the City's written consent to terminate, upon Grantor's showing of any of the following:
 - (1) That the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or
 - (2) That the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or
 - (3) That the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural;
 - (4) That Grantor's circumstances have materially changed and the continued existence of the easement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor's sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by the City.

- b. **Termination by City.** This Agreement, and the easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days' written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor's obligations under this Agreement, or if City determines that the continued existence of the easement or maintenance of the Artwork is no longer desired or if City is unable to maintain the Artwork due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.
- c. **Expiration of Term.** Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

- o **5. MAINTENANCE AND REPAIR OF MURAL.** During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural and shall not interfere with the normal operations of Property or inhibit the public access to and use of Property's services.

. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

6. RIGHT OF ENTRY. City or City’s contractor shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Agreement. City shall provide Grantor at least forty-eight (48) hours’ prior notice of such entry and receive written approval by Property Owner.

7. BINDING EFFECT. The easement granted in this agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

8. CONTRACTUAL RELATIONSHIPS; ASSIGNMENT. This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this agreement without the prior written consent of the other.

9. NOTICE. Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

<u>Grantor:</u> PROPERTY OWNER NAME Attn: CONTACT NAME ADDRESS Meridian ID ZIP CODE	<u>City:</u> City of Meridian Attn: City Clerk 33 E. Broadway Avenue Meridian ID 83642
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Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

10. NON-APPROPRIATION. Grantor acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution.

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

13. AMENDMENTS. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

14. TIME IS OF THE ESSENCE. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

15. BINDING UPON SUCCESSORS. Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

16. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

17. 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 fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

18. FINAL AGREEMENT. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Grantor relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Grantor, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.

19. NON-WAIVER. Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party’s right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

20. COMPLIANCE WITH LAWS. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

21. ADVICE OF ATTORNEY. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2022.

GRANTOR:

NAME, TITLE
ORGANIZATION

STATE OF IDAHO)
) ss:
County of _____)

I HEREBY CERTIFY that on this _____ day of _____, 2022, before the undersigned, a Notary Public in the State of Idaho, personally appeared **NAME**, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

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

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

I HEREBY CERTIFY that on this _____ day of _____, 2022 before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, and acknowledged to me that the City of Meridian executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

Attached as exhibit:
TASK ORDER WITH ARTIST FOR INSTALLATION OF MURAL

EXHIBIT C
ARTIST MASTER AGREEMENT

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES:
MURAL DESIGN, INSTALLATION, AND MAINTENANCE**

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES: MURAL DESIGN, INSTALLATION, AND MAINTENANCE (“Agreement”) is made this ____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **NAME**, on behalf of **BUSINESS NAME**, a **TYPE OF BUSINESS** organized under the laws of the state of Idaho (“Artist”).

WHEREAS, the City desires to foster a vibrant community; establish a sense of history, place, and local identity; attract visitors to downtown Meridian; and beautify public spaces by facilitating the installation of murals on buildings in Meridian, both privately- and publicly-owned;

WHEREAS, Artist is qualified through experience and demonstrated ability to work with the City, property owners, and other interested parties to create artwork that addresses the context of its placement, reflects community values, and meets or exceeds stakeholder expectations;

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

I. PROCESS. By this Agreement, City and Artist seek to establish the general terms of tasks undertaken by Artist with regard to consultations, design, installation, maintenance, and repair of murals, and any and all other tasks related to such activities. The City may invite Artist to provide such services pursuant to separate project task orders establishing specific terms and conditions, including compensation amount, scope of work, and timelines.

II. SCOPE OF SERVICES. Upon execution of this Agreement and any associated project task order, Artist shall comply in all respects and perform and furnish to City, all services and shall meet all standards enumerated in this Agreement and in the project task order. Artist shall provide services and work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and/or the project task order. Services and work provided by Artist shall be performed in a timely manner as specified in the project task order and agreed upon by the parties.

III. TERM. This Agreement shall become effective on the Effective Date first written above, and shall be effective through September 30, 2031, unless sooner terminated by the method set forth herein.

IV. COMPENSATION.

A. Total amount. The total payment to Artist for specific services provided pursuant to this Agreement shall be separately negotiated and enumerated in the respective project task order(s). The amount designated in the project task order shall constitute full compensation

for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist.

- B. Method of payment.** Artist shall provide to City one (1) completed W-9 form, and invoices for services and/or materials provided pursuant to the payment schedule set forth in the project task order, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.

V. CREATION, INTEGRITY, AND OWNERSHIP OF ARTWORK.

- A. Waiver and relinquishment of rights.** Artist expressly waives any and all right, title, or interest in artwork and other products created pursuant to this Agreement or project task order. Artist understands that this waiver shall include waivers of the exclusive rights of reproduction, adaptation, publication, and display. Artist specifically waives the right to claim any remedy concerning the alteration of any artwork or product created pursuant to this Agreement or project task order. Artist agrees to relinquish any and all rights, title, and interest to artwork or products developed in connection with this Agreement or project task order, and hereby expressly waives any rights Artist has to same, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived. This provision shall survive the termination or expiration of this Agreement.
- B. Photographs of Artwork by Artist.** Artist may photographically reproduce the image of the Artwork and all preliminary studies, sketches, models and maquettes thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies, sketches, models and maquettes shall not be identified as or represented to be the finished Artwork.
- C. Photographs of Artwork by City.** City may photographically reproduce the image of the Artwork and all preliminary studies, sketches, models and maquettes thereof that have been delivered to and accepted, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies, sketches, models and maquettes shall not be identified as or represented to be the finished Artwork.
- D. Ownership.** Upon City's final acceptance of artwork or other products created pursuant to this Agreement, such artwork or products shall be owned by City, and City may maintain, repair, or fully or partially remove them, at City's sole election and discretion.

E. Subcontracting or assignment of obligations. Artist shall not subcontract or assign any of Artist’s obligations under this Agreement that require or that may require Artist’s artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist’s artistic talent or expertise. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

A. Indemnification. Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist’s servants, agents, employees, guests, and/or business invitees, occurring as a result of this Agreement or project task order.

B. Waiver. Artist hereby waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist’s performance of this Agreement or project task order, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees

C. Insurance to be obtained by Artist. Upon execution of a project task order, Artist shall obtain and shall maintain, at Artist’s own expense, through completion of the task order, each and all of the following:

1. **General liability insurance.** General liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per each occurrence, combined single limit bodily injury and property damage, covering the actions and omissions of Artist and Artist’s employees, agents, and/or workers, including coverage for owned, non-owned, and hired vehicles, as applicable.
2. **Workers’ compensation insurance.** Artist shall obtain and shall maintain, at Artist’s own expense, from the Effective Date of this Agreement through City’s Final Acceptance of the Artwork, and throughout the course of this Agreement, workers’ compensation insurance, in an amount required by Idaho law, to cover any and all persons employed by Artist.
3. **Insurance of Artwork.** Before commencing fabrication of Artwork and/or components or materials thereof, Artist shall procure and maintain, at Artist’s own expense, insurance on same in an all-risk form with limits to be established by the project task order, with any loss payable to City. Artist agrees to bear all risks of loss of and/or damage to the Artwork until City’s Final Acceptance of Artwork.

D. Proof of insurance. Artist shall provide to City, within seven (7) days of the effective date of a project task order, written proof that Artist has obtained all insurance required hereunder. If any change is made to any insurance policy or coverage required under and/or obtained pursuant to this Agreement, Artist shall notify City immediately.

E. Insurance to be obtained by Artist’s subcontractors. Artist shall require any and all subcontractors employed or utilized in the course and scope of the obligations described in this Agreement to obtain and maintain general liability insurance and workers’ compensation insurance in the amounts described herein. Artist shall provide to City, within twenty-four (24) hours of hiring or engaging any subcontractor, written proof that her subcontractors have obtained all insurance required hereunder.

F. No cancellation without notice. On all insurance policies required under this agreement, such policies shall provide that they may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any cancellation of insurance without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of the contract.

VII. TERMINATION.

A. Termination for cause. If City determines that Artist has failed to comply with any term or condition of this Agreement or project task order, violated any of the covenants, agreements, and/or stipulations of this Agreement or project task order, falsified any record or document required to be prepared under this Agreement or project task order, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement or project task order; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement or project task order; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement and the project task order shall be terminated upon mailing of written notice of same by the terminating party.

1. **Default by City.** In the event of termination for non-performance or default by City after City’s issuance of notice to proceed on a project task order, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder.

2. **Default by Artist.** In the event of termination for non-performance or default by Artist after City’s issuance of notice to proceed on a project task order, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement or project task order, and all rights, title, and interest thereto, including those described in section V.A. of this Agreement, shall, at City’s option, become City’s property, and the right to fabricate and/or install the artwork or other products shall pass to City. Notwithstanding this provision, Artist shall not be relieved of any liability for damages sustained by City attributable to Artist’s default or breach of this Agreement or project task order. City may reasonably withhold payments due until such time as the exact amount of damages due to City from Artist is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this

Agreement or project task order by Artist. This provision shall survive the termination of this Agreement or project task order and shall not relieve Artist of liability to City for damages.

- B. Termination without cause.** City may terminate this Agreement or project task order for any reason, at any time, by providing fourteen (14) days’ notice to Artist.
- C. Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Permitting and inspection.** In the provision of all services pursuant to this Agreement or any related project task order, Artist shall obtain any and all necessary permits or approvals from the various departments of the City of Meridian and other government agencies.
- B. Relationship of Parties.** It is the express intention of Parties that Artist is an independent contractor and neither Artist nor any officer, employee, subcontractor, assignee, or agent of Artist shall be deemed an employee, agent, joint venturer, or partner of City in any manner or for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement. Specifically, without limitation, Artist understands, acknowledges, and agrees:
 1. Artist is free from actual and potential control by City in the provision of services under this Agreement.
 2. Artist is engaged in an independently established trade, occupation, profession, or business.
 3. Artist has the authority to hire subordinates.
 4. Artist owns and/or will provide all major items of equipment necessary to perform services under this Agreement.
- C. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- D. Non-Discrimination.** Throughout the course of this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory handicap.
- E. Audits and Inspections:** At any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination all of Artist’s records with respect to all matters covered by this Agreement. Artist shall permit City to audit, examine, and copy, and to make audits of all records and data relating to all matters covered by this Agreement.

F. Entire Agreement. This Agreement constitutes the entire understanding between the

Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

G. Costs and attorneys' fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

H. Agreement governed by Idaho law. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

I. Cumulative Rights and Remedies. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

J. Interpretation. Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. The Agreement and the captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

K. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

L. Successors and Assigns. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.

M. Notice. Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

Artist:	City:
BUSINESS NAME	City Clerk
ARTIST NAME	City of Meridian
ADDRESS	33 E. Broadway Ave.
ADDRESS	Meridian ID 83642

Either party may change its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

N. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

O. City Council approval required. The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

ARTIST NAME, TITLE
BUSINESS NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT D
TASK ORDER WITH ARTIST FOR MURAL DESIGN

TASK ORDER FOR MURAL DESIGN

This TASK ORDER FOR MURAL DESIGN (“Task Order”) is made this _____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **NAME**, on behalf of **BUSINESS NAME**, a **TYPE OF BUSINESS** organized under the laws of the state of Idaho (“Artist”).

WHEREAS, Artist and City have entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, City and **PROPERTY OWNER NAME** (“Owner”) have entered into a *Public Art Easement Agreement*, by which Agreement Owner agreed to allow City to engage an Artist for the purpose of designing a public art mural for potential installation at **ADDRESS**, in Meridian, Ada County parcel no. **NUMBER** (“Property”); specifically, on the **DIRECTION**-facing exterior wall of the building located at Property;

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

I. SCOPE OF SERVICES. Artist shall design a large-scale, painted mural installation for potential installation on the **DIRECTION**-facing exterior wall of the building at the Property (“Mural”), located at Property. Throughout the design process, Artist shall seek input from City and Owner (collectively, “Stakeholders”), and shall finalize the design only with consensus from all Stakeholders. At the conclusion of the design process, Artist shall deliver to City a to-scale rendering of the Mural design, including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.). Artist shall also be responsible for obtaining written approval of the final design from the designated representative of each Stakeholder.

II. COMPENSATION.

A. Total amount. The total payment to Artist for services rendered under this Task Order shall be **AMOUNT IN WORDS** (**\$AMOUNT IN NUMBER**). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.

B. Method of payment. Artist shall provide to City invoices for services and deliverables provided pursuant to the payment schedule set forth herein, which City shall pay within

thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.

C. Payment schedule. Artist shall be paid pursuant to the following benchmarks:

- 1. **Initial design:** \$AMOUNT shall be due to Artist for upon Artist’s delivery to Stakeholders an initial design of the Mural.
- 2. **Final Design:** \$AMOUNT shall be due to Artist for delivery of a Final Design, as defined herein and as approved in writing by City.

III. TIME OF PERFORMANCE.

A. Timeline. In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:

- 1. **By 5:00 p.m. on DATE:** Artist shall deliver three initial designs of the Mural to City. Stakeholders are tentatively scheduled to review the initial designs and provide feedback on March 16, 2022 at 5:00pm.
- 2. **By 5:00 p.m. on DATE:** Artist shall deliver to City a provisionally final design which shall include a detailed, to-scale rendering of the Mural design, including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.). Stakeholders are tentatively scheduled to review the final design and give final feedback on May 18, 2022 at 5:00pm.
- 3. **By 5:00 p.m. on DATE:** Artist shall deliver to City the final design, which shall include: a) a detailed, to-scale rendering of the Mural design incorporating the feedback from Stakeholders and including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.) and b) written approval of the design from the Owner.

B. Time of the essence. The Parties acknowledge that services provided under this Task Order shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Task Order, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Task Order by the party so failing to perform.

IV. GENERAL PROVISIONS.

A. Master Agreement applies. All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

B. Stakeholders’ designated representatives. Stakeholders have vested in the following representatives the authority to provide to Artist input and approval regarding proposed

mural designs. Any Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

1. Owner:

OWNER NAME, OWNER TITLE
OWNER BUSINESS
OWNER E-MAIL

2. City:

Cassandra Schiffler, Arts and Culture Coordinator
City of Meridian
cschiffler@meridiancity.org

C. Limited edition. Artist does, and shall, warrant and represent that the designs provided pursuant to this Task Order have never heretofore been designed, fabricated, installed, created, published, or copied and that Artist is the sole creator and owner of all rights in such designs.

D. Installation not included. Artist acknowledges and agrees that this Task Order imparts no commitment by City to contract with Artist for installation of the Mural depicted in concept designs provided pursuant to this Task Order. Further, this Task Order vests no right in Artist to install the Mural depicted in designs provided pursuant to this Task Order.

E. City Council approval required. The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

ARTIST NAME, TITLE
BUSINESS NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT E
TASK ORDER WITH ARTIST FOR MURAL INSTALLATION

TASK ORDER FOR MURAL INSTALLATION

This TASK ORDER FOR MURAL INSTALLATION (“Task Order”) is made this _____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and NAME, on behalf of BUSINESS NAME, a TYPE OF BUSINESS organized under the laws of the state of Idaho (“Artist”).

WHEREAS, on DATE, Artist and City entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, on DATE, City and PROPERTY OWNER NAME (“Owner”) entered into a *Public Art Easement Agreement*, by which Agreement Owner agreed to allow City to engage an Artist for the purpose of designing a public art mural for potential installation at ADDRESS, in Meridian, Ada County parcel no. NUMBER (“Property”); specifically, on the DIRECTION-facing exterior wall of the building located at Property;

WHEREAS, Artist has created a mural design that will establish a sense of place and local identity in downtown Meridian, and beautify public spaces, and Owner wishes to invite Artist to install the mural, as designed, on the DIRECTION-facing exterior wall of the building located at Property, pursuant to the *Public Art Easement Agreement* entered into by Owners and City on DATE;

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

I. SCOPE OF SERVICES. Artist shall install, on the DIRECTION-facing exterior wall of the building located at Property, a large-scale, painted mural installation as depicted in *Exhibit A* hereto (“Mural”). Artwork design, fabrication, and installation, and Site Restoration shall comply in all respects with the RFP, with this agreement, with any applicable established industry standards, engineering standards, and with all established policies and ordinances of the City of Meridian.

II. COMPENSATION.

A. Total amount. The total payment to Artist for services rendered under this Agreement shall be AMOUNT IN WORDS (\$AMOUNT IN NUMBER). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.

B. Method of payment. Artist shall provide to City invoices for services and deliverables provided pursuant to the payment schedule set forth herein, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.

C. Payment schedule. Artist shall be paid pursuant to the following benchmarks:

1. **Timeline:** \$AMOUNT shall be due to Artist within thirty (30) days of Artist’s delivery of a detailed timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process.
2. **Final Completion:** \$AMOUNT shall be due to Artist within thirty (30) days of upon Final Completion, which shall be defined as:
 - a. Complete installation of the completed Mural, as confirmed by City and Owner;
 - b. Final inspection and written approval of the installation of the Mural by City and Owner;
 - c. Artist’s submission to City of a recommended maintenance plan for the Mural; and
 - d. Execution of a mutually agreed-upon acceptance agreement, to be prepared by the City Attorney’s Office, to include affirmation of Artist’s indemnification of City and express waiver of Artist’s right, title, or interest in the Mural.

III. TIME OF PERFORMANCE.

A. Timeline. In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:

1. **By 5:00 p.m. by DATE:** Artist shall deliver to City a detailed timeline for installation of the Mural.
2. **By 5:00 p.m. by DATE:** Artist shall deliver to City:
 - b. Completely installed Mural, as defined herein and as approved in writing by City and Owner;
 - c. Written recommended maintenance plan for the Mural; and
 - d. Signed acceptance agreement.

B. Time of the essence. The Parties acknowledge that services provided under this Task Order shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Task Order, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Task Order by the party so failing to perform.

IV. GENERAL PROVISIONS.

A. Master Agreement applies. All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

B. Owner’s and City’s designated representatives. Stakeholders have vested in the following representatives the authority to provide to Artist input and approval under this Agreement. Any Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

1. Owner:

OWNER NAME, OWNER TITLE

OWNER BUSINESS

OWNER E-MAIL

2. City:

Cassandra Schiffler, Arts and Culture Coordinator

City of Meridian

cschiffler@meridiancity.org

C. City Council approval required. The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

ARTIST NAME, TITLE
BUSINESS NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT F
MURAL ACCEPTANCE AGREEMENT

ACCEPTANCE AGREEMENT: NAME OF MURAL, ADDRESS

This ACCEPTANCE AGREEMENT: NAME OF MURAL, ADDRESS is made this ____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and ARTIST, on behalf of COMPANY, a COMPANY TYPE organized under the laws of the state of Idaho (“Artist”).

WHEREAS, on DATE, Artist and City entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, on DATE, City and NAME (“Owner”) entered into a *Memorandum of Agreement for Design and Installation of Mural*, by which Agreement NAME agreed to enter into a partnership with City to design and install a public art mural on the DIRECTION-facing side of the building at ADDRESS, in Meridian, Ada County parcel no. NUMBER (“Property”); and

WHEREAS, on DATE, City and Artist entered into a *Task Order for Mural Design*, and, on DATE, a *Task Order for Mural Installation* (“DATE Task Order”), by which agreements City engaged Artist to 1) work with Owner to design a mural for the DIRECTION-facing side of the building at Property, and 2) install such mural on Property, under City’s access thereto under the *Public Art Easement Agreement* entered into by City and Owners on DATE; and

WHEREAS, Owner and City have worked with Artist to design and install a mural entitled NAME OF MURAL on the DIRECTION face of the building at Property (“Artwork”) that exemplifies DESCRIPTION, establishes a sense of place and local identity in PART OF Meridian, and beautifies public spaces;

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

I. INDEMNIFICATION.

Artist hereby indemnifies and saves and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities, losses, claims, actions, and/or judgments for damages, expenses, and/or injury to any person or property caused or incurred by or as the result of the performance of or failure to perform any work or service under or related to the DATE Agreement.

Artist specifically hereby indemnifies and saves and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities,

losses, claims, actions, judgments for damages, expenses, or injury to any person or to property arising as a result of:

- A. Artist’s failure, or the failure of any agent, employee, or subcontractor of Artist to exercise reasonable care, skill or diligence in the performance of any work or service under or related to the DATE Task Order;
- B. Any breach of any representation, warranty or covenant made by Artist, or by any of Artist’s agent(s), employee(s), or subcontractor(s);
- C. Artist’s infringement of or upon any intellectual property rights, whether intentional or unintentional, known or unknown, including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, material, sketches, notes or documents created by Artist in the performance of any work or service under the DATE Task Order; and/or
- D. The malfunction or failure of the Artwork, or any portion or component thereof, created and installed under the DATE Task Order.

II. WAIVER.

Artist hereby waives and releases, on behalf of Artist and Artist’s employees, agents, heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Artist now has or may hereafter have against the City of Meridian and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of the performance of any work or service under or related to the DATE Task Order. Except as otherwise expressly delineated in the DATE Task Order, Artist hereby waives any and all right, title, or interest in the Artwork and/or all items created under, assembled pursuant to, and/or otherwise related to the DATE Task Order and any and all addenda thereto.

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

ARTIST:

ARTIST NAME
COMPANY NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: License Agreement Between the City of Meridian and Concept Investments, LLP for Landscape Improvements and Maintenance

LICENSE AGREEMENT FOR LANDSCAPE IMPROVEMENTS AND MAINTENANCE

This LICENSE AGREEMENT FOR LANDSCAPE MAINTENANCE (“Agreement”) is made effective this 31 day of December, 2021 (“Effective Date”), by and between the **City of Meridian**, a municipal corporation organized under the laws of the State of Idaho (“Licensee”) whose address is 33 E. Broadway, Meridian, Idaho 83642, and **Concept Investments, LLP**, a limited liability partnership organized under the laws of the State of Idaho (“Licensor”) whose mailing address is P.O. Box 6404, Boise, Idaho 83707-6404. Licensee and Licensor may be collectively referred to as “Parties.”

WHEREAS, Licensor owns Ada County parcel nos. R1039000247 and R1039000260 (the “Subject Parcels” or “Licensed Premises”), located at 12 E. Ada and 20 E. Ada Street in Meridian, Idaho, which are strips of land that abut Northbound and Southbound Meridian road, part of the “split connector” roadway project;

WHEREAS, the Subject Parcels are adjacent to properties owned by the Ada County Highway District and the Nampa Meridian Irrigation district, said parcels having been landscaped with a mix of turf, shrubs, natural grasses, and trees;

WHEREAS, the Subject Parcels are not currently landscaped and Licensor has no immediate plans to develop the Subject Parcels;

WHEREAS, Licensee desires to install landscaping and maintain the Subject Parcels on behalf of the citizens of Meridian to provide a visually pleasing open space until such time as Licensee desires to develop the Subject Parcels;

WHEREAS, it is mutually beneficial for both Parties for Licensee to assume responsibility for landscaping and maintaining the Subject Parcels;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of license.** Licensor hereby grants to Licensee, as grantee, a non-exclusive license on, over, across, under, and through the Licensed Premises, for the limited purposes of installation and maintenance of landscaping, to including turf, shrubs, natural grasses, and trees at Licensee’s discretion for use as landscaped open space.
2. **Term and termination.** This Agreement shall be in effect for an Initial Term beginning on the Effective Date ending on September 30, 2031. After the Initial Term, this agreement will automatically renew for successive one-year extension terms, unless terminated by either party upon 90-day notice prior to the end of the current extension term. Licensor may terminate this agreement at any time upon receiving conditional development approval for a site development application

from the City of Meridian for the Subject Parcel(s). Licensor shall provide Licensee at least ninety (90) days' written notice of Licensor's intent to develop the property. Licensee's obligation to maintain the Licensed Premises is subject to annual budget appropriations by the City of Meridian.

3. **Maintenance.** Licensee shall maintain the landscaping on the Licensed Premises in good condition and repair, and as may be needed to satisfy applicable laws, policies, and reasonable discretion of Licensor, and sound landscape maintenance practices.
4. **Damage or destruction.** In the event that the landscaping on the Licensed Premises is damaged or destroyed, in whole or in part, Licensee may restore or replace the landscaping, subject to availability of sufficient funds.
5. **Water.** Licensee shall pay for the provision of and continued use of water to the Licensed Premises, if any.
6. **Insurance to be obtained by Licensee.** Licensee shall obtain all necessary property and other insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Insurance of Licensor's insurable interests shall be the sole responsibility of Licensor.
7. **Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.
8. **Hold harmless.** Licensee agrees to hold the Licensor, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Licensee's use or use by its employees, licensees, agents, invitees, or representatives, of the Licensed Premises pursuant to the license granted hereby.
9. **Remedies.** In the event of a breach hereunder by either party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
10. **Assignment.** Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.
11. **Obstructions.** Neither Licensor nor Licensee shall install or permit any fence, sign, or other barrier within or across the Licensed Premises. However, the foregoing shall not prohibit the installation of temporary barricades reasonably necessary for security and/or safety purposes in connection with repair or maintenance of the Licensed Premises, so long as such work is conducted in the most expeditious manner reasonably possible.
12. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is mailed, via U.S. Mail, prepaid and addressed to the respective Party's current registered agent as enumerated in the records of the Idaho Secretary of State.

13. Entire agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

14. Agreement governed by Idaho law. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

15. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

16. Warranty of authority. The person executing this Agreement on behalf of Licensor represents and warrants due authorization to do so on behalf of Licensor, and that upon execution on behalf of Licensor, the same is binding upon, and shall inure to the benefit of, Licensor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

END OF TEXT. SIGNATURES ON NEXT PAGE.

LICENSOR:

Concept Investments, LLP



By: CLINTON TATE, Partner

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 12/9/2021, before me, _____, a Notary Public in and for said State, personally _____, known or identified to me to be the person who executed the instrument on behalf of Concept Investments, LLP, and acknowledged to me that such LLP executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

LICENSEE:

City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____



AGENDA ITEM

ITEM TOPIC: Parks and Recreation Department: Fiscal Year 2022 Budget Amendment in the Amount of \$45,000.00 for Meridian Road Island Beautification



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

MEMORANDUM

TO: Mayor Simison and City Council
FROM: Mike Barton, Parks Superintendent
DATE: February 7, 2022
RE: Meridian Road Island Beautification

Background

At the 10-19-21 Council meeting we presented an idea to beautify the two remnant parcels north of west ADA Street. We discussed the unsightly appearance of these parcels, cost and the possibility of completing this project outside the normal budget process. We received direction from Council to move this project forward by executing a license agreement between the city and the owner that allows us to make these improvements and to bring back a budget amendment in the amount of 45,000 so these improvements can be made in the spring of 2022.

Our legal department prepared a license agreement and the agreement was sent to the owner for signature. We received a signed copy back on 1-14-22.

Action

We are requesting approval of a budget amendment of 45,000 for construction, maintenance and approval of a license agreement between the City and Concept Investments, LLP.



City of Meridian FY2022 Budget Amendment Form

1/27/2022 8:05 AM

Prior Year(s) Funding	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Department Name: Parks and Recreation Meridian Road Island Beautification
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	Title: <u>Instructions for Submitting Budget Amendments</u> ▶ Department will send Amendment with Directors signature to Finance (Budget Analyst) for review ▶ Finance will send Amendment to Council Liaison for signature ▶ Council Liaison will send signed Amendment to Mayor ▶ Mayor will send signed Amendment to Finance (Budget Analyst) ▶ Finance (Budget Analyst) will send approved copy of Amendment to Department ▶ Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Operating	\$ 45,000	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 45,000	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	

Total Estimated Project Cost: \$ 57,800

Evaluation Questions

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

1. Describe what is being requested?
 We were asked about one year ago to look into the feasibility of purchasing and/or obtaining a license agreement for the purpose of landscaping 12 and 20 E Ada St similar to what's been done on the two parcels just north and south of these along Main St and Meridian Rd. We reached out to the owner to begin the process about one year ago. Beautifying these parcels was discussed with council on 10-19-21. Council was in favor of us working with the property owner to obtain a license agreement that would allow the city to landscape and maintain these parcels. We just recently received a signed license agreement from the owner.
2. Why was this budget request not submitted during the current fiscal year budget cycle?
 We did not have a signed license agreement from the owner until after the current year budget cycle.
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?
 Waiting to fund this project until FY23 would delay the beautification until the spring of 2023 therefore at the direction of council we are bringing forward a budget amendment for consideration.
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.
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.
 Potable water.
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No) No.
8. Is the amendment going to result in the disposal of an asset? (Yes or No) No.
9. Any additional comments?

Total Amendment Request \$ 45,000

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.



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

MEMORANDUM

TO: Mayor Simison and City Council

FROM: Mike Barton, Parks Superintendent

DATE: February 7, 2022

RE: Meridian Road Island Beautification

Background

At the 10-19-21 Council meeting we presented an idea to beautify the two remnant parcels north of west ADA Street. We discussed the unsightly appearance of these parcels, cost and the possibility of completing this project outside the normal budget process. We received direction from Council to move this project forward by executing a license agreement between the city and the owner that allows us to make these improvements and to bring back a budget amendment in the amount of 45,000 so these improvements can be made in the spring of 2022.

Our legal department prepared a license agreement and the agreement was sent to the owner for signature. We received a signed copy back on 1-14-22.

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LICENSE AGREEMENT FOR LANDSCAPE IMPROVEMENTS AND MAINTENANCE

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WHEREAS, Licensor owns Ada County parcel nos. R1039000247 and R1039000260 (the “Subject Parcels” or “Licensed Premises”), located at 12 E. Ada and 20 E. Ada Street in Meridian, Idaho, which are strips of land that abut Northbound and Southbound Meridian road, part of the “split connector” roadway project;

WHEREAS, the Subject Parcels are adjacent to properties owned by the Ada County Highway District and the Nampa Meridian Irrigation district, said parcels having been landscaped with a mix of turf, shrubs, natural grasses, and trees;

WHEREAS, the Subject Parcels are not currently landscaped and Licensor has no immediate plans to develop the Subject Parcels;

WHEREAS, Licensee desires to install landscaping and maintain the Subject Parcels on behalf of the citizens of Meridian to provide a visually pleasing open space until such time as Licensee desires to develop the Subject Parcels;

WHEREAS, it is mutually beneficial for both Parties for Licensee to assume responsibility for landscaping and maintaining the Subject Parcels;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of license.** Licensor hereby grants to Licensee, as grantee, a non-exclusive license on, over, across, under, and through the Licensed Premises, for the limited purposes of installation and maintenance of landscaping, to including turf, shrubs, natural grasses, and trees at Licensee’s discretion for use as landscaped open space.
2. **Term and termination.** This Agreement shall be in effect for an Initial Term beginning on the Effective Date ending on September 30, 2031. After the Initial Term, this agreement will automatically renew for successive one-year extension terms, unless terminated by either party upon 90-day notice prior to the end of the current extension term. Licensor may terminate this agreement at any time upon receiving conditional development approval for a site development application

from the City of Meridian for the Subject Parcel(s). Licensor shall provide Licensee at least ninety (90) days' written notice of Licensor's intent to develop the property. Licensee's obligation to maintain the Licensed Premises is subject to annual budget appropriations by the City of Meridian.

3. Maintenance. Licensee shall maintain the landscaping on the Licensed Premises in good condition and repair, and as may be needed to satisfy applicable laws, policies, and reasonable discretion of Licensor, and sound landscape maintenance practices.

4. Damage or destruction. In the event that the landscaping on the Licensed Premises is damaged or destroyed, in whole or in part, Licensee may restore or replace the landscaping, subject to availability of sufficient funds.

5. Water. Licensee shall pay for the provision of and continued use of water to the Licensed Premises, if any.

6. Insurance to be obtained by Licensee. Licensee shall obtain all necessary property and other insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Insurance of Licensor's insurable interests shall be the sole responsibility of Licensor.

7. Binding on Successors. This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.

8. Hold harmless. Licensee agrees to hold the Licensor, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Licensee's use or use by its employees, licensees, agents, invitees, or representatives, of the Licensed Premises pursuant to the license granted hereby.

9. Remedies. In the event of a breach hereunder by either party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

10. Assignment. Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.

11. Obstructions. Neither Licensor nor Licensee shall install or permit any fence, sign, or other barrier within or across the Licensed Premises. However, the foregoing shall not prohibit the installation of temporary barricades reasonably necessary for security and/or safety purposes in connection with repair or maintenance of the Licensed Premises, so long as such work is conducted in the most expeditious manner reasonably possible.

12. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is mailed, via U.S. Mail, prepaid and addressed to the respective Party's current registered agent as enumerated in the records of the Idaho Secretary of State.

13. Entire agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

14. Agreement governed by Idaho law. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

15. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

16. Warranty of authority. The person executing this Agreement on behalf of Licensor represents and warrants due authorization to do so on behalf of Licensor, and that upon execution on behalf of Licensor, the same is binding upon, and shall inure to the benefit of, Licensor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

END OF TEXT. SIGNATURES ON NEXT PAGE.

LICENSOR:

Concept Investments, LLP

Clinton Tate

By: CLINTON TATE, Partner

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 12/9/2021, before me, _____, a Notary Public in and for said State, personally _____, known or identified to me to be the person who executed the instrument on behalf of Concept Investments, LLP, and acknowledged to me that such LLP executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

LICENSEE:

City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

LICENSE AGREEMENT FOR LANDSCAPE IMPROVEMENTS AND MAINTENANCE

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WHEREAS, the Subject Parcels are adjacent to properties owned by the Ada County Highway District and the Nampa Meridian Irrigation district, said parcels having been landscaped with a mix of turf, shrubs, natural grasses, and trees;

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WHEREAS, it is mutually beneficial for both Parties for Licensee to assume responsibility for landscaping and maintaining the Subject Parcels;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of license.** Licensor hereby grants to Licensee, as grantee, a non-exclusive license on, over, across, under, and through the Licensed Premises, for the limited purposes of installation and maintenance of landscaping, to including turf, shrubs, natural grasses, and trees at Licensee’s discretion for use as landscaped open space.
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- 4. Damage or destruction.** In the event that the landscaping on the Licensed Premises is damaged or destroyed, in whole or in part, Licensee may restore or replace the landscaping, subject to availability of sufficient funds.
- 5. Water.** Licensee shall pay for the provision of and continued use of water to the Licensed Premises, if any.
- 6. Insurance to be obtained by Licensee.** Licensee shall obtain all necessary property and other insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Insurance of Licensor's insurable interests shall be the sole responsibility of Licensor.
- 7. Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.
- 8. Hold harmless.** Licensee agrees to hold the Licensor, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Licensee's use or use by its employees, licensees, agents, invitees, or representatives, of the Licensed Premises pursuant to the license granted hereby.
- 9. Remedies.** In the event of a breach hereunder by either party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
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- 11. Obstructions.** Neither Licensor nor Licensee shall install or permit any fence, sign, or other barrier within or across the Licensed Premises. However, the foregoing shall not prohibit the installation of temporary barricades reasonably necessary for security and/or safety purposes in connection with repair or maintenance of the Licensed Premises, so long as such work is conducted in the most expeditious manner reasonably possible.
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13. Entire agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

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16. Warranty of authority. The person executing this Agreement on behalf of Licensor represents and warrants due authorization to do so on behalf of Licensor, and that upon execution on behalf of Licensor, the same is binding upon, and shall inure to the benefit of, Licensor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

END OF TEXT. SIGNATURES ON NEXT PAGE.

LICENSOR:

Concept Investments, LLP



By: CLINTON TATE, Partner

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 12/9/2021, before me, _____, a Notary Public in and for said State, personally _____, known or identified to me to be the person who executed the instrument on behalf of Concept Investments, LLP, and acknowledged to me that such LLP executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

LICENSEE:

City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____



AGENDA ITEM

ITEM TOPIC: Community Development: Ustick Road Center Median Options Between Ten Mile Road and Linder Road



MEMO TO CITY COUNCIL

From: Caleb Hood, Planning Division Manager **Meeting Date:** March 1, 2022
Presenter: Caleb Hood / Mike Barton **Estimated Time:** 15 minutes
Topic: Ustick Road, Ten Mile to Linder – Center Median Options

Recommended Action:

Staff requests the Council direct Staff how best to proceed regarding a potential partnership with ACHD on landscaping the Ustick, Ten Mile to Linder project.

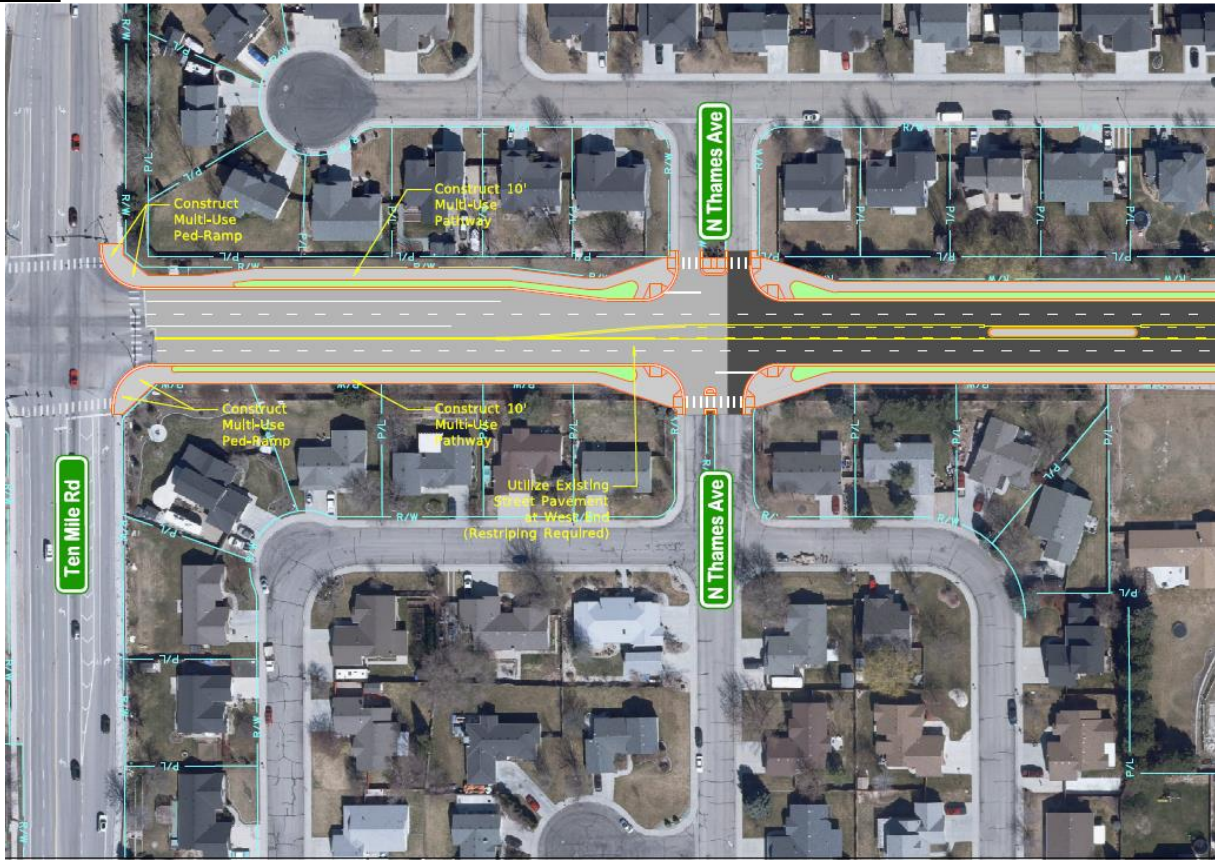
Background:

Parametrix completed a technical concept study for ACHD late last year for the Ustick Rd, Ten Mile Rd to Linder Rd project. T-O Engineers is preparing to take the preferred alternative from the concept study through final design. The concept study preferred alternative includes widening Ustick Rd to two travel lanes in each direction with a two-way, center turn lane and/or raised center medians. The medians are largely included in the project so the roadway can be signed at a lower speed (likely 35-40 MPH). To design the segment to that speed, vertical obstructions are planned in the roadway. The eleven-foot wide raised medians are in areas along the corridor where the center turn lane is not needed for access, to provide traffic calming measures along the corridor. (See attached concept plan)

There are approximately 1,900-linear feet of center median in 6 segments in the concept plan. ACHD is proposing to hardscape (likely stamped concrete) the center medians and install fencing as the “base” treatment. ACHD has offered the City an opportunity to landscape these medians giving the roadway more of a boulevard feel. Depending on the level of design effort and materials installed, City Staff estimates that landscaping the center medians with some trees, shrubs and rock mulch with an irrigation system will cost around \$75 per linear foot, or approximately \$150K for this mile segment. Further, annual maintenance costs are estimated at \$5K. Typically, a “partner agency” with ACHD is expected to pay for all “non-transportation” elements, including ongoing maintenance.

The project also includes constructing a 10-foot wide, multi-use pathway on the north and south sides of Ustick Rd. A traffic signal will be installed at the intersection of Ustick Rd and Towerbridge Way with a pedestrian refuge island on the east side crossing. A new pedestrian bridge crossing will be constructed over Five Mile Creek to provide connection with the existing multi-use pathway network. Design of this project will continue through FY22 and be complete in FY23. Right-of-way is also planned for 2023 and construction (CN) in 2025. The next mile of Ustick, west of Ten Mile to Black Cat is also going into design and should be complete in 2023 as well (CN=2024). And the third mile, from Black Cat to McDermott/SH-16 is planned for design by ACHD in 2026 (CN=Future).

On February 7th, the Meridian Transportation Commission (TC) discussed this project, including the potential to landscape the center medians. The TC supports landscaping the center medians with a preference towards lower maintenance materials.

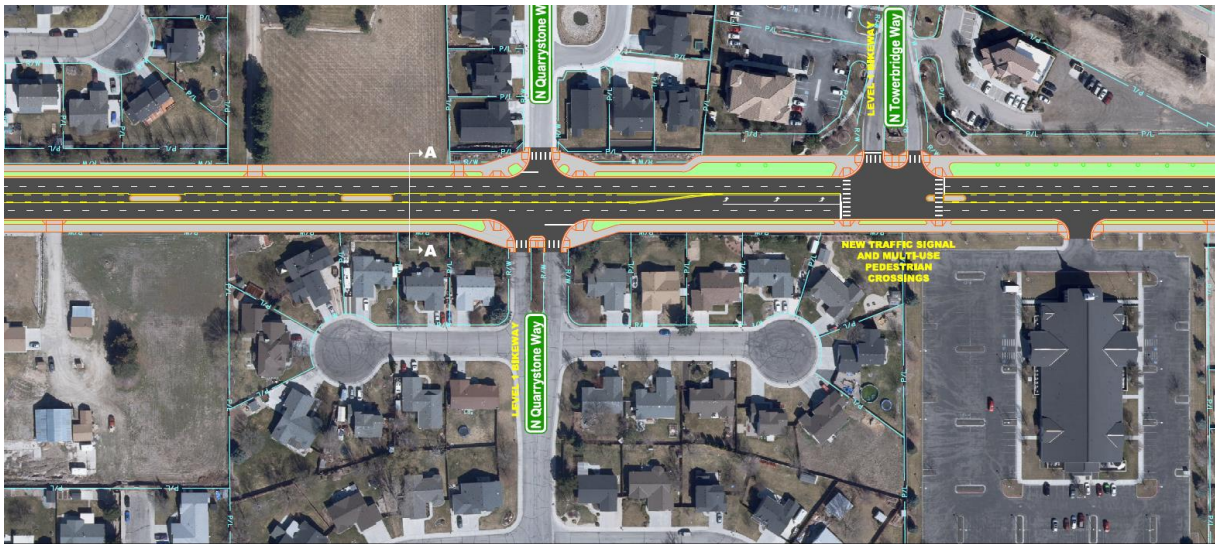


**USTICK RD., TEN MILE RD. TO LINDER RD.
SPLIT OPTION w/ RETAINING WALL
ACHD Project No. 521052**

LEGEND

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|--------------------------|--------------------------|
| New Pavement | Retaining Wall |
| Buffer | Remove Existing Sidewalk |
| Multi-Use Pathway & Curb | |

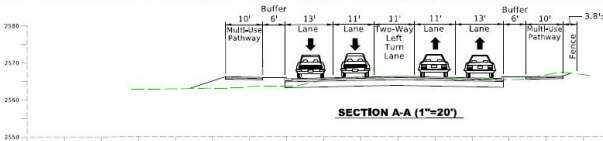
Parametrix



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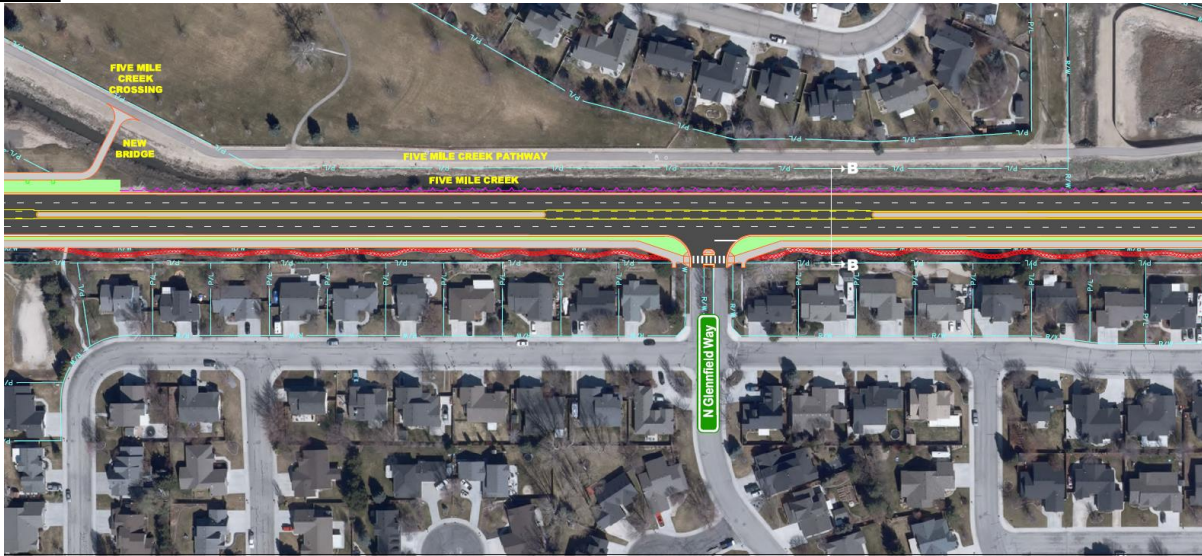
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| New Pavement | Retaining Wall |
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November 11, 2021
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Item #10.

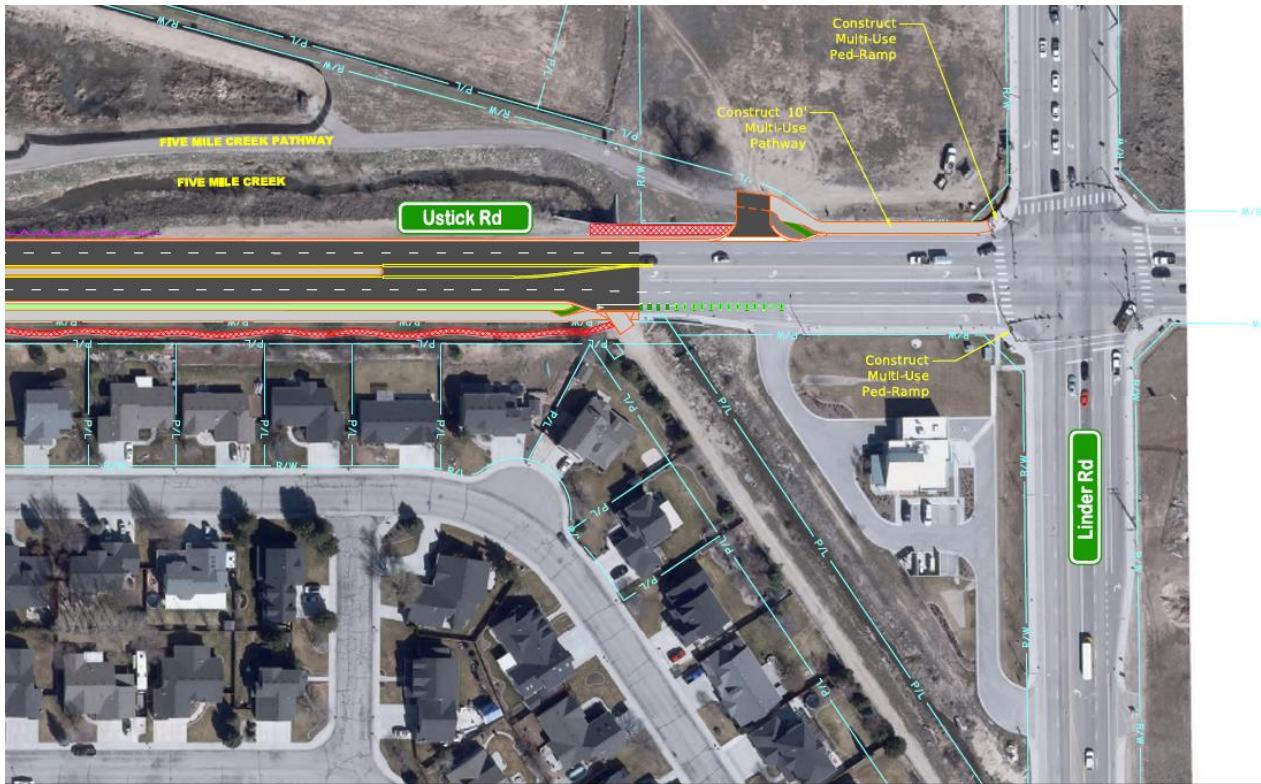
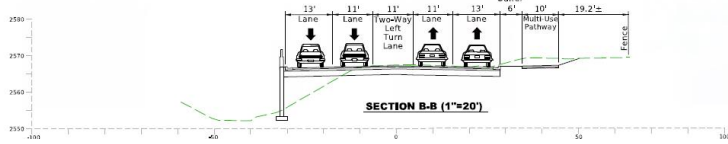


**USTICK RD., TEN MILE RD. TO LINDER RD,
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LEGEND

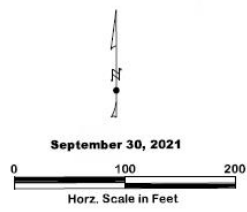
New Pavement	Retaining Wall
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**USTICK RD., TEN MILE RD. TO LINDER RD,
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Example Barrier with Metal Railing that could be Used Next to Five Mile Creek.



LEGEND

New Pavement	Retaining Wall
Buffer	Remove Existing Sidewalk
Multi-Use Pathway & Curb	

Median design at various widths

