

### **CITY COUNCIL WORK SESSION**

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho Tuesday, April 02, 2024 at 4:30 PM

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

### Agenda

#### VIRTUAL MEETING OPTION

City Council meetings can also be attended online or by phone.

#### https://bit.ly/meridianzoommeeting

or dial 253-215-8782, webinar ID: 810 9527 6712 Meridian City Council meetings are streamed live at <u>https://meridiancity.org/live</u>

#### **ROLL CALL ATTENDANCE**

\_\_\_\_Joe Borton, *District* 1

\_\_\_\_John Overton, District 4

\_\_\_\_Liz Strader, *District 2* 

\_\_\_\_Anne Little Roberts, District 5

\_\_\_\_Doug Taylor, District 3

\_\_\_\_Luke Cavener, District 6

\_\_Robert E. Simison, Mayor

#### ADOPTION OF AGENDA

#### **CONSENT AGENDA** [Action Item]

- 1. <u>Final Plat for Modern Craftsman at Franklin (FP-2023-0021), by Bailey</u> <u>Engineering, generally located on the north side of W. Franklin Rd., approximately</u> <u>1/4 mile east of N. Black Cat Rd.</u>
- 2. <u>Approval of Agreement for Contracted Services to Eurofins Eaton Analytical, LLC</u> <u>for Annual Non-Micro Water Sampling Testing for the Not-To-Exceed Fiscal Year</u> <u>2024 amount of \$135,650.00</u>
- 3. <u>Mini Heavy Equipment Rodeo Agreement with Western States Equipment</u> <u>Company for Public Works Week Expo 2024</u>
- 4. <u>Approval of License Agreement with Discovery Co-Operative Gardeners for a</u> <u>Community Garden in Discovery Park.</u>
- 5. <u>Memorandum of Understanding Between the City of Meridian and the Idaho</u> <u>Transportation Department for grant funding of the Linder Road Overpass Project</u>

6. <u>Memorandum of Agreement between Western Ada Recreation District and City of</u> <u>Meridian for Transfer of Assets</u>

### ITEMS MOVED FROM THE CONSENT AGENDA [Action Item] DEPARTMENT / COMMISSION REPORTS [Action Item]

7. <u>Rail with Trail Pathway Project Update and Funding Request</u>

#### ADJOURNMENT



**ITEM TOPIC:** Final Plat for Modern Craftsman at Franklin (FP-2023-0021), by Bailey Engineering, generally located on the north side of W. Franklin Rd., approximately 1/4 mile east of N. Black Cat Rd.

**STAFF REPORT** 

#### COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE:	4/2/2024	Legend
TO:	Mayor & City Council	Project Location
FROM:	Sonya Allen, Associate Planner 208-884-5533	
SUBJECT:	Modern Craftsman at Franklin – FP <u>FP-2023-0021</u>	
LOCATION:	Generally located on the north side of W. Franklin Rd., approximately 1/4 mile east of N. Black Cat Rd. in the SW 1/4 of Section 10, T.3N., R.1W.	

#### I. PROJECT DESCRIPTION

Final plat consisting of 5 building lots and 3 common lots on 11.46 acres of land in the R-15 zoning district.

#### **II. APPLICANT INFORMATION**

A. Applicant:

Judy Schmidt, Bailey Engineering - 1119 E. State St., Ste. 210, Eagle, ID 83616

B. Owner

BPS Franklin Road, LLC – 1401 17th St., Ste. 700, Denver, CO 80202

C. Applicant Representative:

Same as Applicant

#### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2022-0079) as required by UDC 11-6B-3C.2. The preliminary plat included one (1) building lot and one other lot for future right-of-way dedication. Due to the addition of a common lot for the internal private streets as required with the preliminary plat, the number of building lots increased from one (1) to four (4) as the common lot essentially divided the property into separate building lots. Due to the nature of this change, Staff finds the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

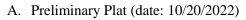
Private streets were tentatively approved with the preliminary plat. The Ada County Street Name Committee has approved the private street names within the development but street signs have not been installed. The proposed plat includes a common lot for the private street as required with the preliminary plat. The Applicant should install the street signs and provide documentation of a binding contract that establishes the party or parties responsible for the repair and maintenance of the private street, including regulations for the funding thereof in order to obtain final approval of the internal private streets.

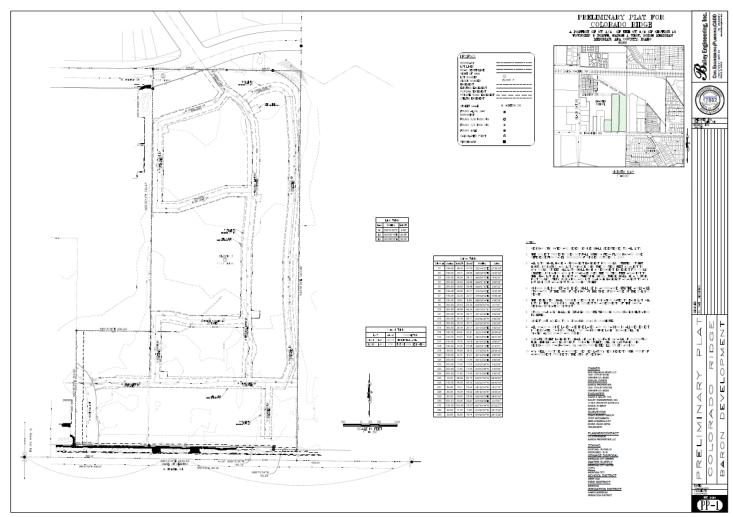
#### **IV. DECISION**

#### A. Staff:

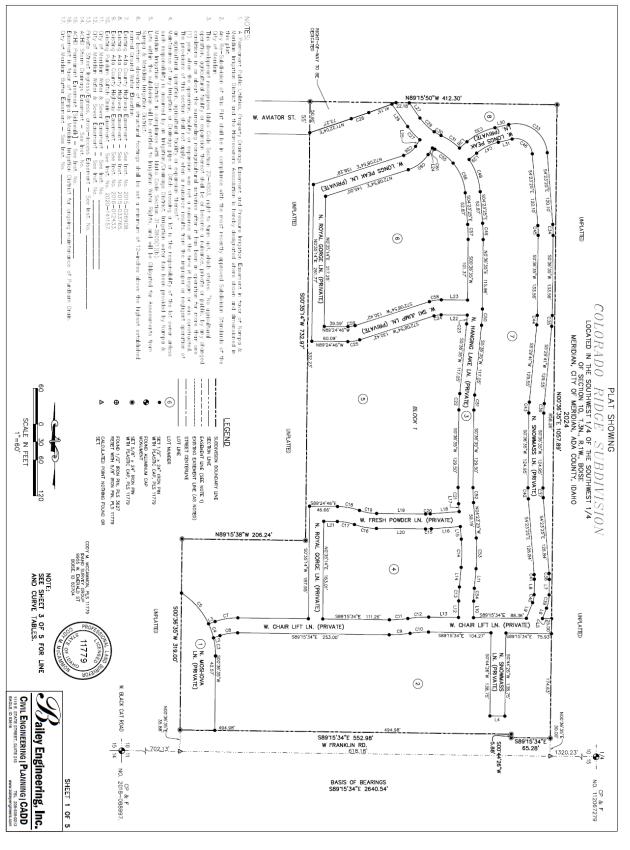
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

#### V. EXHIBITS





#### B. Final Plat



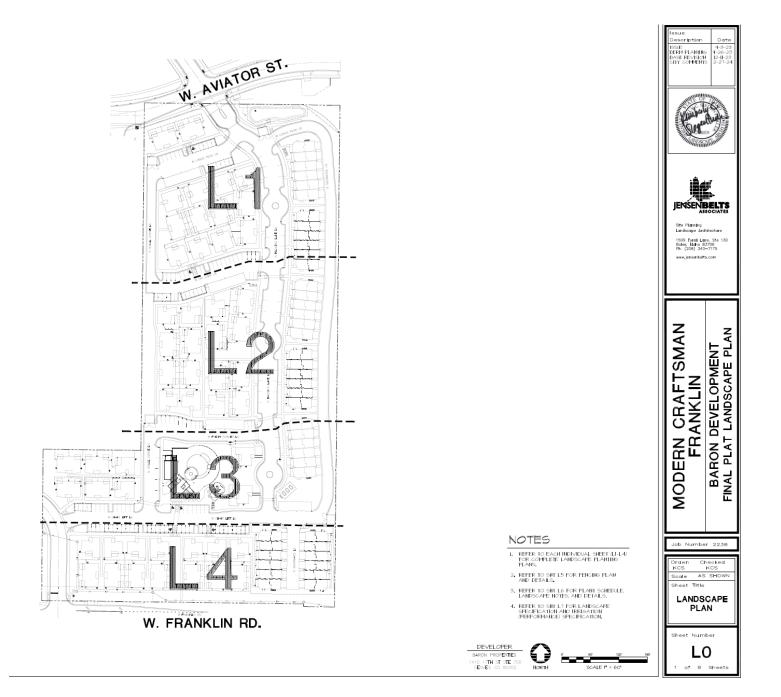
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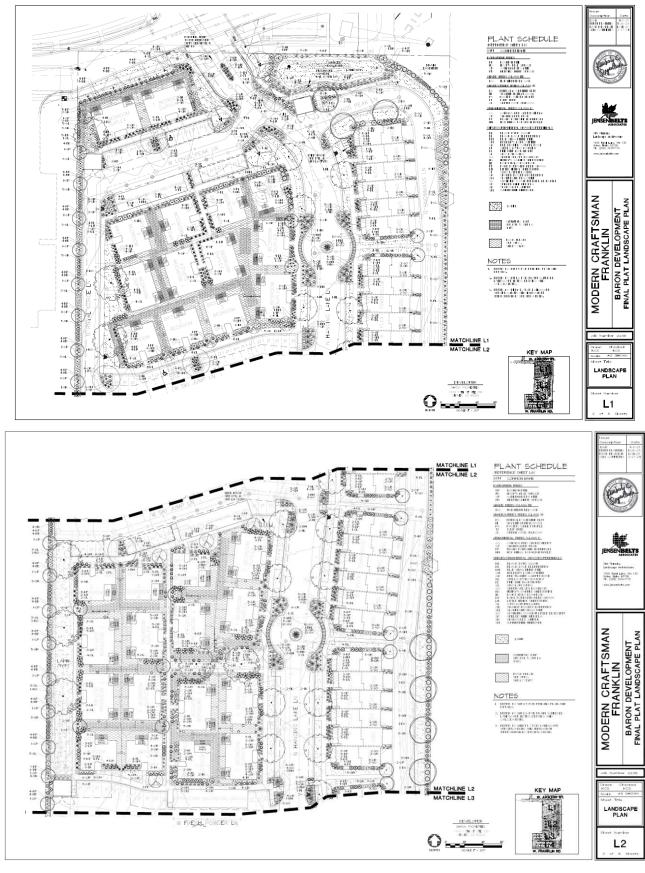


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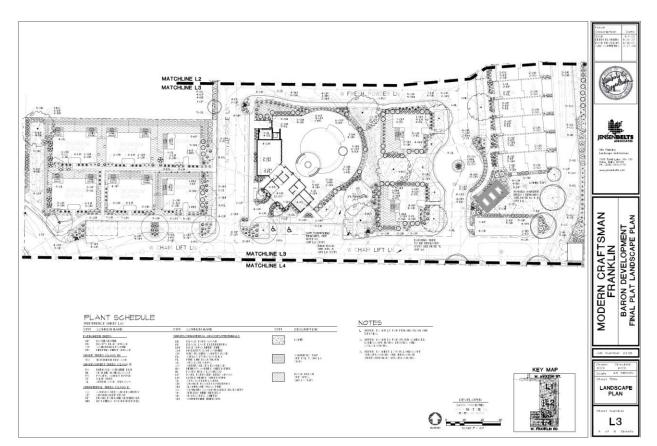
#### COLORADO RIDGE SUBDIVISION Line Table Line Table Line Table Line Table Line Table Curve Table Curve Table Line # Direction Length L2 N71'03'55'E 11.43' Line # Direction Length L53 S00'36'35'W 20.00' Une # Direction Length L106 S84'23'25"E 14.00' Line # Direction Length L160 N00'36'35'E 47.44' Line # Direction Length L210 N89'23'38"W 16.03' Burve # Radius Length Chord Bearing Delta C3 123.00° 30.44° 30.37° N06°28'52"W 14'10'53" Curve # Radius Length Chord Bearing C38 112.50' 9.82' 9.81' S01'53'25"E Delta 5'00'00' L161 N23'06'35"E 26.13' L162 N00'36'35"E 12.48' L163 N21'53'25"W 36.58' C4 123.00' 25.04' 25.00' N1924'17'W 1139'58'' C5 123.00' 69.24' 68.33' N41'21'46''W 321'5'06'' C7 112.50' 38.63' 38.44' N80'54'10''E 19'40'31'' C39 62.50' 22.81' 22.68' S11'03'55'W 20'54'42'' C40 37.50' 13.69' 13.61' S11'03'55'W 20'54'42'' C41 87.50' 7.64' 7.63' S01'53'28'E \$0'00'0'' L3 N71'03'55"E 11.63' L54 SB9'24'46"E 10.00' L107 N05'36'35"E 20.00 L211 S05'36'35'W 115.03 L108 N84'23'25"W 14.00' 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Y M. MCCAMMON, PLS 11779 IDAHO SURVEY GROUP 9955 W. EMERALD ST BOISE, ID 83704 11779 NOTE: SEE SHEET 1 OF 5 FOR NOTES CIVIL ENGINEERING | PLANNING | CADD 1119 E. STATE STREET, SUITE 2 EAGLE, ID 83616

C. Landscape Plan (date: 2/27/24)

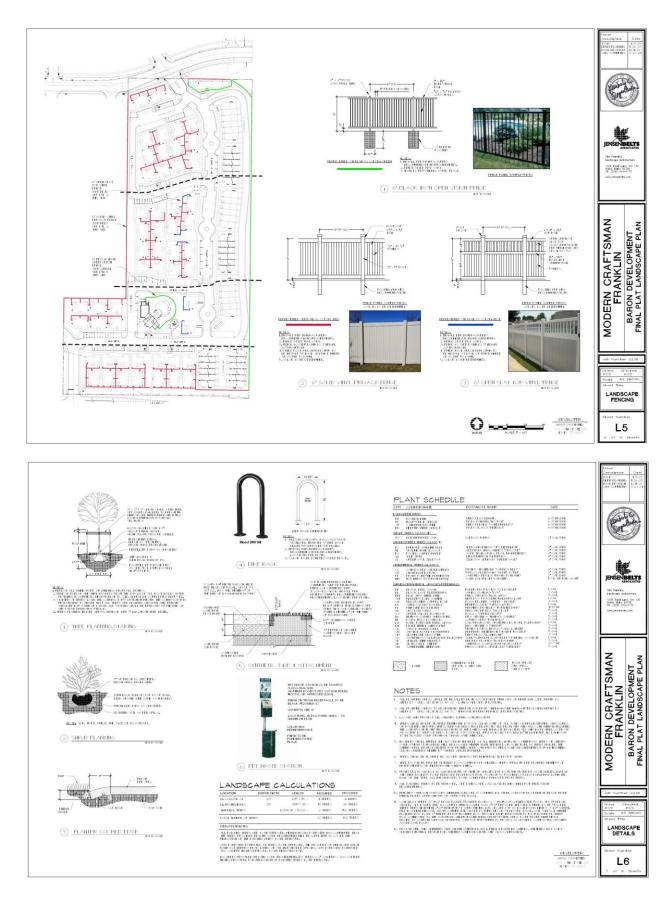




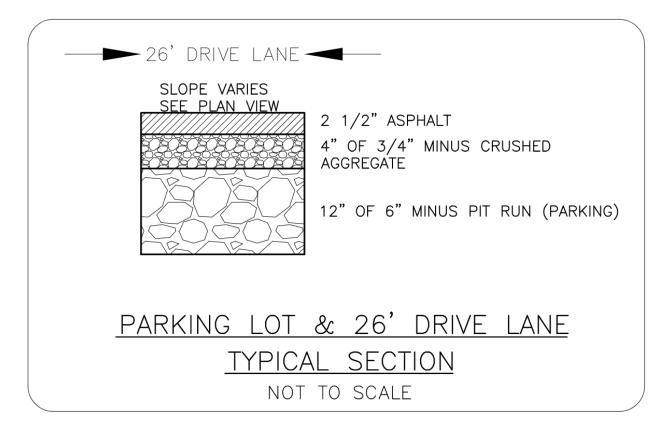
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D. Private Street Cross-Section



E.

#### 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 (<u>*H*-2022-0079</u>, DA Inst. #<u>2023-045433</u>.
- 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 May 23, 2025), 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 Bailey Engineering, Inc., stamped by Cody M. McCammon, shall be revised prior to signature on the final plat by the City Engineer, as follows:
  - a. Notes #11-15 and 17: Include the recorded instrument numbers of the noted easements.
  - b. Widen the sidewalk to 6-feet along W. Aviator St. in accord with preliminary plat condition #2.1d and Street Section C in the TMISAP, unless an alternative street section is approved by ACHD.
  - c. Remove "N. Moshova Ln. (Private)" from the plat as it's not an approved private street and should not be named. Include a note for ownerhip and maintenance purposes that defines the use of the lot as a drive aisle.
  - d. The Professional Land Surveyor's stamp shall be signed and dated.
  - e. Graphically depict and label the easement on Sheet 2 that's referenced in Note #13 for the private street ingress/egress and cross-access easement.
  - f. A cross-access/ingress-egress easement shall be granted to the property to the west at 4610 W. Franklin Rd. (Parcel #S1210336377) for access to the drive aisle via W. Franklin Rd. located along the west property line per preliminary plat condition #2.5.
- 5. The landscape plan shown in Section V.C, prepared by Jensen Belts Associates, dated 2/27/24, shall be revised prior to signature on the final plat by the City Engineer, as follows:
  - a. Widen the sidewalk to 6-feet along W. Aviator St. in accord with preliminary plat condition #2.1d and Street Section C in the TMISAP, unless an alternative street section is approved by ACHD.
  - b. The rock mulch area within the 25-foot wide street buffer along W. Franklin Rd. shall be at least 70% covered with vegetation at maturity with mulch used under and around the plants as set forth in UDC 11-3B-5N.
  - c. The berm within the street buffer along Franklin Rd. shall have no less than a 4:1 slope; include a detail of the berm that demonstrates compliance with this standard.
- 6. Future development shall comply with the minimum dimensional standards for the R-15 zoning district listed in UDC <u>*Table 11-2A-7*</u>.
- 7. The private streets within the development shall be constructed in accord with the standards listed in UDC <u>11-3F-4</u> and the exhibit in Section V.D.

- 8. If Aviator St. hasn't been constructed with Aviator Subdivision, ACHD is requiring the onsite and an off-site portion to be constructed with this subdivision. The street shall be designed consistent with Street Section C (major collector street) in the Ten Mile Interchange Specific Area Plan, unless an alternative street section is approved by ACHD (see pgs. 3-20, 3-22 and 3-23).
- 9. The Applicant shall install the private street signs and submit documentation to the City of a binding contract that establishes the party or parties responsible for the repair and maintenance of the private street, including regulations for the funding thereof in order to obtain final approval of the internal private streets in accord with UDC <u>11-3F-3B.4</u>.
- 10. 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

<u>https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314636&dbid=0&repo=MeridianC</u> <u>ity</u>

#### C. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<u>https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314808&dbid=0&repo=MeridianC</u> <u>ity</u>

#### D. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

<u>https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314673&dbid=0&repo=MeridianC</u> <u>ity</u>



ITEM **TOPIC:** Approval of Agreement for Contracted Services to Eurofins Eaton Analytical, LLC for Annual Non-Micro Water Sampling Testing for the Not-To-Exceed Fiscal Year 2024 amount of \$135,650.00



# **MEMO TO CITY COUNCIL**

#### Request to Include Topic on the City Council Agenda

From:	Darren Brasseur, Procurement Division	<b>Meeting Date:</b>	April 2, 2024
Presenter:	Consent	Estimated Time:	: 0
Topic:	Approval of Agreement for Contracted Serv <u>Annual Non-Micro Water Sampling~Testing</u> \$135,650.00.		<b>,</b>

#### **Recommended Council Action:**

Approval of Agreement for Contracted Services with resulting Purchase Order(s) and authorize the Procurement Manager to sign.

#### **Background:**

Executed Sole Source approved by Council on 11/8/2023. This Agreement will utilize Council approved budget funds annually for the Water Dept.

#### AGREEMENT FOR CONTRACTED SERVICES ANNUAL NON-MICRO WATER SAMPLING~TESTING (UCMR5, NON-COMPLIANCE, COMPLIANCE, LEAD AND COPPER) PROJECT# 11414

THIS AGREEMENT FOR CONTRACTED SERVICES is made this 20th Day of February, 2024, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", 33 East Broadway Avenue, Meridian, Idaho 83642, and EUROFINS EATON ANALYTICAL, LLC, hereinafter referred to as "Contractor", whose business address is 941 Corporate Center Drive, Pomona, CA 91768.

#### INTRODUCTION

Whereas, the City has a need for contracted services involving Annual Non-Micro Water Sampling~Testing (UCMR5, Non-Compliance, Compliance, Lead and Copper); and

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

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

#### **TERMS AND CONDITIONS**

#### 1. Scope of Work:

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

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

1.3 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and

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

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

#### 2. Consideration

2.1 Contractor shall be compensated on a per Generator Maintenance and Repair and Load Testing basis in EXHIBIT B "MILESTONE / PAYMENT SCHEDULE" attached hereto and by reference made a part hereof with exception to the option to negotiate the Unit Price(s) once annually throughout the entire term of this Agreement including any additional one-year extensions.

2.2 Contractor shall provide the City with a project statement and supporting invoices no more than once per month referencing the project name on each chain of custody, as the work warrants, of fees earned and costs incurred for services provided during the billing period, which the City will pay within 30 calendar days from the date of Contractor's invoice to the City. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor.

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

2.4 Unit Pricing will be adjusted yearly with a price escalation of up to the CPI for all items as reported by the US Bureau of Labor Statistics for the period.

#### 3. Term:

3.1 This agreement shall become effective upon execution by both parties, and shall expire on September 30, 2024 with the option to extend up to four (4) additional one-year extensions or unless sooner terminated as provided in

Sections 3.2, 3.3, and Section 4 below or unless some other method or time of termination is listed in EXHIBIT B.

3.2 Should Contractor default in the performance of this Agreement or materially breach any of its provisions, City shall issue a ten (10) day cure notice. If Contractor has not initiated actions to cure at the end of the ten day period, City, at City's option, may terminate this Agreement by giving thirty (30) calendar days' written notification to Contractor.

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

#### 4. Termination:

4.1 If, through any cause, Contractor, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of City, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Contractor may terminate this agreement at any time by giving at least thirty (30) calendar days' notice to City.

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

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

#### 5. Independent Contractor:

5.1 In all matters pertaining to this agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor will be deemed an employee of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any

obligation on behalf of the City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

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

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

#### 6. Removal of Unsatisfactory Employees:

Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. In the event that such removal materially impacts Contractor's ability to complete the project under the current terms, Contractor and the City, in good faith, shall renegotiate the current terms. If Contractor and the City cannot reach a mutual consensus, Contactor may terminate the Agreement and invoice the City for the percentage of work completed at the time of Termination.

#### 7. Indemnification and Insurance:

Contractor shall indemnify and save and hold harmless City and it's elected 7.1 officials, officers, employees, agents, and volunteers from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, to the extent caused by the performance of this Agreement by the Contractor, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees. Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Contractor covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, to the extent caused by the performance of this Agreement by the Contractor or Contractor's officers, employs, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. Contractor shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Contractor's compliance with the requirements of this paragraph and file such proof of insurance with the City at least ten (10) days prior to the date Contractor begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

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

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

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

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

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

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

7.8 All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Contractor's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Contractor be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

#### 8. Time is of the Essence:

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

#### 9. Warranty:

All services and equipment provided under this agreement shall be warrantied for one (1) year from completion of the work. All items found to be defective during a warranty inspection and subsequently corrected will require an additional one (1) year warranty from the date of completion of the corrected work. Contractor represents and warrants that the test result for each sample, in the condition received by it, will be accurate. Except as expressly set forth in this Agreement, Contractor does not make any warranties of any nature, whether written, oral, expressed or implied, and to the fullest extent permitted by law, Contractor specifically disclaims all other warranties, including without limitation, any warranty of suitability, merchantability, non-infringement, or fitness for a particular purpose. No representative of Contractor is authorized to give or make any other representation or warranty or modify this warranty in any way.

#### 10. Changes:

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement. Contractor's acceptance of any such changes is contingent upon technical feasibility and operational capacity.

#### 11. Taxes:

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

#### **12.** Reports and Information:

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

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

#### 13. Audits and Inspections:

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

#### 14. Publication, Reproduction and Use of Material:

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

#### **15.** Equal Employment Opportunity:

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

#### 16. Advice of Attorney:

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

#### 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 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.

#### 18. 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.

#### 19. Waiver of Default:

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

#### 20. Entire Agreement:

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

#### 21. Assignment:

It is expressly agreed and understood by the parties hereto, that Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City. Contractor may assign this Agreement to a successor in interest of Contractor by merger, consolidation or reorganization or to the purchaser of substantially all of the assets of Contractor upon the prior express written consent of City.

#### 22. Payment Request:

Payment requests shall be submitted to City of Meridian Accounts Payable via email: accountspayable@meridiancity.org. The Project Manager will compare the invoice against the chain of custody for compliance. Upon approval that the work has been done and in compliance with the Agreement, the Project Manager will approve the pay request for processing. City of Meridian payment terms are Net 30 from the date of Contractor's correct invoice to City.

#### 23. Order of Precedence:

The order or precedence shall be the contract agreement and all Exhibits followed by all Attachments.

#### 24. Compliance with Laws:

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

#### 25. Applicable Law:

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

#### Certifications.

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

A. That Contractor is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.

B. That Contractor is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.

#### 26. Notices:

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

#### CITY:

City of Meridian Procurement Manager 33 E Broadway Ave. 100 Meridian, ID 83642 Phone: 208-489-0417

#### CONTRACTOR:

Eurofins Eaton Analytical, LLC Attn: Kevin Calcagno 941 Corporate Center Drive Pomona, CA 91768 Phone: 916-960-7479 Email: Kevin.Calcagno@et.eurofinsus.com

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

#### 27. Approval Required:

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

#### CITY OF MERIDIAN:

EUROFINS EATON ANALYTICAL, LLC: .5 BY:

BY: KEITH WATTS, Procurement Manager

DATED:

CAMILA GADOTTI, President

DATED: 3/19/2024

**Project Manager:** Dennis Teller

### EXHIBIT A

### SCOPE OF WORK

The City of Meridian owns approximately the following Ground Water sampling locations for UCMR5 Sampling~Testing: 24 Ea. Entry Points to the Distribution System Locations (EP), 4 Ea. DBP Stage 2 Distribution System Locations (DS), and 20 Ea. Source Water Locations (SR) that require UCMR5 Sampling~Testing to be sampled~tested over a consecutive 2-year span within one 5-Year Period as the 2-year span for this agreement applies to FY24 and FY25, and the quantity is subject to change without notice.

The City of Meridian also requires Sampling~Testing for Non-Compliance, Compliance, Lead and Copper to be sampled~tested each Fiscal Year and the quantity is subject to change without notice.

The Contractor shall be required to provide sample containers in the size and quantity as specified by the United States Environmental Protection Agency (EPA) methods to the City per sampling schedule and sampling locations referenced in attached inventory list. The Contractor shall be required to provide return shipping containers and postage. Contractor shall analyze the drinking water samples for the contaminants listed in List AM1 and AM2 of the UCMR4 using the methods specified by the EPA. Sample frequency shall consist of two sampling occurrences, once in May and the second in November 2019. Assessment Monitoring will be conducted at both; Entry Points to the Distribution System (EPDS) and EPDS system representative sites. Screening Survey samples will be taken only at EPDS system representative sites. The Contractor's starting date will be established upon receipt of the City's Notice-to-Proceed. The contractor shall be required to report compliance results to the EPA to be uploaded to the Central Data Exchange (COE) and linked to the City's Public Water System number within 14 business days of receiving results. A hard copy of sampling results will also be provided to the City of Meridian for record retention as well as uploaded to the Laboratories online reporting database with account setup to be coordinated with the City's Project Manager.

Agreement includes Contractor furnishing all labor, materials, equipment, and incidentals as required to effectively perform these services detailed below as required.

Annual Non-Micro Water Sampling~Testing (UCMR5, Non-Compliance, Compliance, Lead and Copper) Services includes, but is not limited to:

- Disinfection By-Products
- Inorganics
- Organics
- Radiologicals
- Sampling~Testing Management

#### SEE / REFER TO ATTACHED ATTACHMENT 1: FY24 UCMR5 SAMPLING~TESTING \$FEE TABLE (1 Page)

### SEE / REFER TO ATTACHED ATTACHMENT 2: EUROFINS UCMR5 QUOTE NO. 38006342 - 0

(4 Pages) Less Sales Terms and Conditions

#### SEE / REFER TO ATTACHED ATTACHMENT 3: EUROFINS 2024 FEE SCHEDULE FOR NON-COMPLIANCE SAMPLING~TESTING (4 Pages)

SEE / REFER TO ATTACHED ATTACHMENT 4: EUROFINS 2024 FEE SCHEDULE FOR COMPLIANCE, LEAD AND COPPER SAMPLING~TESTING (4 Pages)

### **EXHIBIT B**

### MILESTONE / PAYMENT SCHEDULE

Agreement includes Contractor furnishing all labor, materials, equipment, and incidentals as required to effectively perform Annual Non-Micro Water Sampling~Testing (UCMR5, Non-Compliance, Compliance, Lead and Copper).

### CONTRACT PRICING SCHEDULE

#### (UCMR5, NON-COMPLIANCE, COMPLIANCE, LEAD AND COPPER)

Item No.	Description	Unit	Unit Price					
1	UCMR5 Sampling~Testing For FY24 Occurs in FY25, FY29, FY30.	EA	\$28,800.00					
2	Annual Non-Compliance Sampling~Testing For FY24 Occurs Each Fiscal Year (FY).	EA	\$88,250.00					
3	Annual Compliance Sampling~Testing For FY24 Occurs Each Fiscal Year (FY).	EA	\$12,000.00					
4	Annual Lead and Copper Sampling~Testing For FY24 Occurs Each Fiscal Year (FY).	EA	\$6,600.00					
	FY24 TOTAL: \$135,650.00							

### **ATTACHMENT 1**

#### FY24 UCMR5 SAMPLING~TESTING \$FEE TABLE

PROJECT START DATE: FY24									
UCMR5 EPA CDX INVENTORY GRO WATER SAMPLE LOCATIONS:									
Entry Points to the Distribution System Locations (EP): 24 Each									
DBP Stage 2 Distribution System Loc	ations (DS):	4 Each							
Source Water Locations (SR): 20 Ea	ch								
GROUNDWATER	TEST METHOD	UNIT PRICE	SE COUNT	EP / DS / SR					
Polyfluoralkyl Substances	EPA 533	\$300.00	48	\$14,400.00					
Polyfluorinated Alkyl Substances	EPA 537.1	\$250.00	48	\$12,000.00					
Metals and Trace Elements	EPA 200.7	\$50.00	48	\$2,400.00					
	Т	OTAL FY2	4 FEES:	\$28,800.00					

### **ATTACHMENT 2**



# **Environment Testing**

Eurofins Eaton Analytical Pomona 941 Corporate Center Drive Pomona, CA 91768-2642

Tel: (626) 386-1100

www.EurofinsUS.com

December 15, 2023

Jason Smith City of Meridian 2235 NW 8th Street Meridian, ID 83646 jasonsmith@meridiancity.org

Subject: Analytical Services Proposal - UCMR5

Eurofins Eaton Analytical, LLC. Quotation Number 38006342

Dear Jason Smith

We appreciate the opportunity to provide your company with a quotation for your UCMR5 project. Eurofins Eaton Analytical has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes. Highlights of our service offering includes:

- **MyEOL®:** a web portal offering you customizable, real time access to data trending, compare data to industry or project limits, track COCs, invoices, reports and much more.
- **Network of Laboratories:** our services provide access to an unparalleled spectrum of capabilities, capacity and turnaround time options, guaranteed accreditation coverage, all through a single point of contact.
- State Reporting Deliverables/Customizable EDDs: high resolution, text searchable reports are available in virtually any format.
- **Extensive Experience**: Project Managers with in-depth knowledge of regulatory requirements and analytical protocols and procedures.
- **Nationwide Logistical Support**: bringing you courier network service centers and shipping options throughout the U.S. and abroad so that we can meet any project needs [where applicable].
- Seamless Reporting: a guarantee that you receive a concise single PDF report incorporating all analyses into one document.

The following quotation includes an itemized of analytical methods, reporting limits, fees and other detailed notes and clarifications specific to your project. Resulting work is subject to Eurofins Eaton Analytical's Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for considering Eurofins Eaton Analytical. We look forward to working with you.

Sincerely,

Kevin Calcagno Account Manager Kevin.Calcagno@ET.EurofinsUS.com

### 🛟 eurofins

#### **Environment Testing**

Eurofins Eaton Analytical Pomona 941 Corporate Center Drive Pomona, CA 91768-2642

Prepared by: Nehring, Bri Date: 12/15/2023

Nehring, Brianne

Expiration Date: 12/31/2025

### Project: UCMR5

#### Entry Point Field Sample

#### TAT: 15\_Days (Business Days)

Prepared for: Jason Smith

City of Meridian 2235 NW 8th Street Meridian, ID 83646

jasonsmith@meridiancity.org

Quote Number: 38006342 - 0

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Drinking Water	533	UCMR5 533	48	\$ 300.00	\$ 14,400.00
Drinking Water	537.1 UCMR5	UCMR5 537.1	48	\$ 250.00	\$ 12,000.00
Drinking Water	200.7 UCMR5	Lithium	48	\$ 50.00	\$ 2,400.00
		Total Entry Point Field Sample		=	\$ 28,800.00

#### Field Reagent Blank

#### TAT: 15\_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit	Extended
				Price	Price
Drinking Water	533	UCMR5 (analyzed and charged only if detections in field sample)	0	\$ 300.00	\$ 0.00
Drinking Water	537.1 UCMR5	UCMR5 (analyzed and charged only if detections in field sample)	0	\$ 250.00	\$ 0.00
		Total Field Reagent Blank		=	\$ 0.00

#### **Quote Other Charges**

Description	Quantity	Unit Price	Extended Price
Sample Kit Delivery	4	\$ 0.00	\$ 0.00
Services - Return Shipping	4	\$ 0.00	\$ 0.00
Deliverable - UCMR5 CDX Upload	4	\$ 0.00	\$ 0.00
Total Other Charge		_	\$0.00

Total Other Charges	\$ 0.00
Total Analysis Charges	\$ 28,800.00
Grand Total for Quote 38006342	\$ 28,800.00

\*\*Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.

## 🛟 eurofins |

**Environment Testing** 

Eurofins Eaton Analytical Pomona 941 Corporate Center Drive Pomona, CA 91768-2642

Prepared by: Nehring, Br Date: 12/15/2023

Nehring, Brianne

Expiration Date: 12/31/2025

Prepared for: Jason Smith City of Meridian 2235 NW 8th Street Meridian, ID 83646 jasonsmith@meridiancity.org

Project: UCMR5

Quote Number: 38006342 - 0

#### PROJECT DETAILS

#### PFAS Blank

Field Reagent Blank (FRB):

The FRBs are prepared by Eurofins Eaton Analytical and include an FRB sample bottle filled with reagent grade water and preservatives plus a second, empty FRB sample bottle. At the sampling site, open the FRB bottle and pour the reagent water into the second sample bottle. FRBs are required by the method but the number of FRBs to collect (for each site, for each representative sample or not at all) is at the discretion of the customer and/or regulator overseeing the project. [Non-UCMR]

FRB supplies (bottles and reagent water) are provided at no charge with every cooler. If the correlating field sample tests positive for any PFAS analyte, then the FRB is tested and billable at the sample unit rate.

#### Acceptance Signature

Submitted by: Kevin Calcagno by electronic signature

Accepted By: \_\_\_\_\_

RECEIPT OF SAMPLES BY EUROFINS EATON ANALYTICAL CONSTITUTES ACCEPTANCE OF THE TERMS & CONDITIONS BELOW, NOT WITHSTANDING ANY PROVISIONS TO THE CONTRARY IN CLIENT'S PURCHASE ORDER, UNLESS AN ALTERNATIVE AGREEMENT HAS BEEN SIGNED BY US.

### 🛟 eurofins

#### **Environment Testing**

Eurofins Eaton Analytical Pomona 941 Corporate Center Drive Pomona, CA 91768-2642

Prepared by: Date:

Project: UCMR5

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**Analytical Sample Information** 

		-	•			
Analysis			Client Sub List Desc			
Method	Matrix	Preservative	Container	Volume Required	Holding Time	
Metals (ICP)			Lithium			
200.7_UCMR5	Drinking Water	Nitric Acid	Plastic 250ml - with Nitric Acid	250 mL	45 Days	
Perfluorinated Alkyl Acids (LC	C/MS)		UCMR5 (analyzed and charged or field sample)	nly if detections in		
537.1_UCMR5	Drinking Water	Trizma	Plastic 250ml - Trizma	750 mL	14 Days	
Perfluorinated Alkyl Acids (LC	C/MS)		UCMR5 537.1			
537.1_UCMR5	Drinking Water	Trizma	Plastic 250ml - Trizma	750 mL	14 Days	
Perfluorinated and Polyfluorin Drinking Water	nated Alkyl Substances	in	UCMR5 (analyzed and charged only if detections in field sample)			
533_UCMR5	Drinking Water	Ammonium Acetate	Plastic 250ml – Ammonium Acetate	750 mL	28 Days	
Perfluorinated and Polyfluorin Drinking Water	nated Alkyl Substances	in	UCMR5 533			
533_UCMR5	Drinking Water	Ammonium Acetate	Plastic 250ml – Ammonium Acetate	750 mL	28 Days	

Hold Times listed above represent the minimum allotted time between sampling and lab extraction, prep or analysis.

Multiple analyses may be consolidated into fewer containers. Please contact your Project Manager for clarification when requesting sample containers.

Except for some special tests, all samples should be kept cold at 6 degrees C.

#### **ATTACHMENT 3**

#### General Laboratory Analyses - <u>Non-Compliance</u> - City of Meridian - Fee Schedule 2024\*

#### Eurofins Eaton Analytical, LLC

ANALYSIS		Matrix **	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESERVATIVE		HOLDI	NG TIME	TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Acrylamide	\$250	Water	15	EEA L520	0.1	ug/l	Glass	(1) 40 ml	None	None		14 Days	LC-MS-MS
Aldehydes	\$225	Water	15	EPA 556	1-5	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl+ CuSO4	NH <sub>4</sub> Cl+ CuSO4		14 Days	GC/ECD
Aldehydes- Formaldehyde/Acetaldehyde only	\$200	Water	15	EPA 556	1-5	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl+ CuSO4	NH <sub>4</sub> Cl+ CuSO4		14 Days	GC/ECD
Algae Enumeration & Algae ID (plankton)	\$250	Water	15	SM 10200 / 10900	1	#/ml	Poly Wide- Sterile	1 L	None	None		72 Hours	Microscopy
Cyanotoxins												28 Days	
Total Microcystins	\$150	Water	15	EPA 546 / ELISA	0.02-0.3	ug/l	Amber Glass	(3) 250 ml	Ascorbic	Ascorbic		28 Days	LC-MS-MS
Individual Microcystins(6) /Nodularin/Cylindrospermopsin/Anatoxin-a	\$325	Water	15	L231	0.02-0.3	ug/l	Amber Glass	(3) 250 ml	Ascorbic	Ascorbic		38 Days	LC-MS-MS
Alkalinity, Total	\$20	Water	15	SM2320B	2	mg/l	Poly	250 ml	None	None		14 Days	Titration
Aluminum	\$15	Water	15	EPA 200.7	0.05	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Aluminum by ICP/MS	\$10	Water	15	EPA 200.8	20	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Anion Sum in meq/L(for major anions)	alculation	Water	15	SM 1040	0.001	meq/l	,						Calculation
Anions (4)- CI, SO4, NO2, NO3	\$63	Water	15	EPA 300.0	0.1-1	mg/l	Poly	125 ml	None	None		48 Hours	NO3, NO2, SO4, CL
Antimony by ICP/MS	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Arsenic III	\$350	Water	15	EPA 200.8	1	ug/l	A-Poly (amber)	500 ml	EDTA+HAC	EDTA+HAC		14 Days	Resin-ICP/MS
Arsenic by ICP/MS	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Asbestos - SUBCONTRACTED	\$175	Water	15	EPA 100.2	0.2	MFL	Poly-sonicated	1L	None	None		48 Hours	TEM
Assimilable Organic Carbon (AOC)	\$300	Water	20	SM 9217	10	ugACE/L	Glass	500 ml	None	None	72 Hours	72 Hours	enumeration
Bacti-Coliform T/F (Drinking Water)	\$60	Water	10	SM 9223B	1	MPN	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	QT
Bacti-Coliform T/F (Drinking Water)	\$60	Water	10	SM9223	P/A	N/A	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	Colilert
Bacti-Heterotrophic Plate Count	\$60	Water	10	SM 9215	1	CFU/ml	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours 24 Hours	Pour Plate
Bacti-Fecal Coliform (Drinking Water)	\$60	Water	10	SM9223B QT	1	MPN/100ml	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours 24 Hours	QT
Barium by ICP	\$12.50	Water	15	EPA 200.7	0.02		A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Barium by ICP Barium by ICP/MS	\$12.50	Water	15	EPA 200.7 EPA 200.8	2	mg/l	A-Poly A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP ICP/MS
	-					ug/l			0	0			ICP/MS
Beryllium by ICP/MS	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	
Biochemical Oxygen Demand (BOD) Biodegradable Organic Carbon (BDOC)	\$60 \$225	Water	10 20	SM 5210B Allgeier, 1996	2	mg/l	Poly	1 L 250 ml	None	None	48 hours	5 Days (read)	DO meter
	\$225 \$15	Water	20 15	EPA 200.7	0.05	mg/l	Glass Poly	500 ml	None HNO3	None HNO <sub>3</sub>	48 hours	5 Days (read)	Incubation/UV-persulfate
Boron by ICP		Water				mg/l	,		+	ę		6 Months	
Bromate	\$75	Water	15	EPA 317	1	ug/l	Poly	125 ml	EDA	EDA		28 Days	IC IC
Bromide	\$40	Water	15	EPA 300.0	5	ug/l	Poly	125 ml	None	None HNO₃		28 Days	
Cadmium by ICP/MS	\$10	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	5		6 Months	ICP/MS
Calcium by ICP	\$12.50	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Carbamates-Low Level	\$175	Water	15	EPA 531.2	varies	ug/l	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio		28 Days	HPLC HPLC
Carbamates	\$100	Water	15	EPA 531.2	varies	ug/l	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio		28 Days	-
Carbon Dioxide (Free-by calculation)	alculation	Water	15	SM 2320B	0.1	mg/l							TDS, ALK, PH, Calc
Cation Sum	alculation	Water	15	SM 1040	0.1	meq/l	A D-5-	E00!					Calculation
Cations (4)	\$50	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml		HNO <sub>3</sub>		6 Months	CA/MG/NA/K
Chemical Oxygen Demand	\$50 \$125	Water	15 15	EPA 410.4 EPA 551.1	5 0.5	mg/l	Glass Glass	125 ml	H2SO4 EDB & NH4CL	H2SO4 EDB & NH4CL	 14 Days	28 Days	Colorimetric
Chloral Hydrate		Water				ug/l		(3) 60 ml			,	14 Days	GC/ECD
Chlorate	\$45	Water		EPA 300.0/EPA 300.1	10	ug/l	Poly	125 ml	EDA	EDA		28 Days	IC IC
Chloride Chloramines residual	\$16 \$30	Water	15 5	EPA 300.0 SM 4500CL-G	0.5	mg/l	Poly Amber Class	125 ml 125 ml	None None	None		28 Days	
Chloramines residual Chlorine Dioxide Residual	\$30	Water			0.2	mg/l	Amber Glass	125 ml 125 ml		None		15 min(field)	Colorimetric Colorimetric
Chlorine Dioxide Residual Chlorine Residual (Free)	\$30	Water Water	5 5	SM 4500CLO2-D SM 4500CL-G	0.25	mg/l	Amber Glass Amber Glass	125 ml 125 ml	None None	None None		15 min(field)	Colorimetric
Chlorine Residual (Free) Chlorine Residual (Total)	\$30	Water	5 5	SM 4500CL-G SM 4500CL-G	0.2	mg/l	Amber Glass Amber Glass	125 mi 125 ml	None	None		15 min(field) 15 min(field)	Colorimetric
Chlorite	\$30	Water		EPA 300.0	0.2 10	mg/l	Amber Glass Amber G or Poly	60 ml	Ethylene Diamine			15 min(field) 14 Days	IC
Chromium by ICP/MS	\$50 \$10	Water	15	EPA 300.0 EPA 200.8	10	ug/l	-	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
						ug/l	A-Poly		•	0			
Chromium, Hexavalent (low level)-	\$60	Water	10	EPA 218.6	0.02	ug/l	Poly	125 ml	AmmSO4/AmmOH			5 Days	IC
Cobalt by ICP-MS	\$10	Water	15	EPA 200.8	2	ug/l	Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Color (Apparent)	\$15	Water	10	SM2120B	3	ACU	Amber Glass	1 L	None	None		48 Hours	Visual
Color (True)	\$15	Water	10	SM2120B	3	ACU	Amber Glass	1 L	None	None		48 Hours	Visual
Conductivity (Specific Conductance)	\$15	Water	10	SM2510B	4	umho/cm	Poly	250 ml	None	None		28 days	Electrometric
Copper by ICP	\$12.50	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Copper by ICP/MS	\$10	Water	15	EPA 200.8	2	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS

#### General Laboratory Analyses

**Eurofins Eaton Analytical** 

### General Laboratory Analyses - Non-Compliance - City of Meridian - Fee Schedule 2024\*

### Eurofins Eaton Analytical, LLC

General Laboratory Analyses

**Eurofins Eaton Analytical** 

ANALYSIS	Μ	tAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESER	RVATIVE	HOLDI	NG TIME	TEST TYPE
								RAW	FINISHED	EXTRACT	ANALYSIS	
Corrosivity/Langelier Index (calculation)	\$10 V	Vater 15	SM 2330B	+/-0.1	Units						14 Days	Calculation
Cyanide, Amenable	\$75 V	Vater 15	SM4500CN-G	0.02	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Colorimetric/RFA
Cyanide-Free (Drinking Water)	\$40 V	Vater 15	SM4500CN-F	0.005	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Probe
Cyanide, Total (Wastewater or DW)	\$35 V	Vater 15	EPA 335.4	0.01	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Colorimetric/RFA
Cyanide WAD	\$75 V	Vater 15	SM4500CN-I	0.005	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Colorimetric/RFA
Cyanogen Chloride	\$200 V	Vater 5	SM4500CN-J	0.035	mg/L	Amber Glass	(2) 40 ml	Ascorbic	Ascorbic		48 Hours	Colorimetric/RFA
Dioxane, 1,4- Low Level	\$150 V	Vater 15	EPA 522	0.25-0.5	ug/l	Amber Glass	(2) 150mL	NaSO3/NaHSO4	NaSO3/NaHSO4	14 days	28 Days	GC/MS
2,3,7,8-TCDD Dioxin-Drinking Water (<1 NTU)	\$250 V	Vater 15	EPA 1613B	5	pg/l	Amber Glass	(2) 1 L	None	Thio	1 year	40 Days	GC/MS/MS
2,3,7,8-TCDD Dioxin-Drinking Water (>1 NTU)	\$450 V	Vater 15	EPA 1613B	5	pg/l	Amber Glass	(2) 1 L	None	Thio	1 year	40 Days	GC/MS/MS
Diquat/Paraquat	\$100 V	Vater 15	EPA 549.2	0.4/2	ug/l	Amber Poly	1L	H2SO4	$Na_2S_2O_3$	7 Days	21 Days	HPLC
EDB and DBCP	\$60 V	Vater 15	EPA 504.1	0.01-0.05	ug/l	Glass	(3) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	24 Hours	GC/ECD
EDB, DBCP, and TCP	\$100 V	Vater 15	EPA 504.1	0.01-0.05	ug/l	Glass	(3) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	24 Hours	GC/ECD
PPCP-90+ Suite (POS Only)	\$1,050 V	Vater 30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine	+ascorbic	20 days	28 Days	LC-MS-MS
PPCP-90+ Suite (NEG Only)	\$900 V	Vater 30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine	+ascorbic	20 days	28 Days	LC-MS-MS
PPCP WW Indicators (Sucralose, AceK, Iohexol)	\$600 V	Vater 30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine	+ascorbic	28 days	28 Days	LC-MS-MS
PPCP - CA Recycled Water List (4)	\$1,200 V	Vater 30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine	+ascorbic	28 days	28 Days	LC-MS-MS
PPCP - Single Analyte	\$600 V	Vater 30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine	+ascorbic	28 days	28 Days	LC-MS-MS
EDTA Only	\$175 V	Vater 15	HPLC/IC	100	ug/l	Amber Glass	1 x 40 ml	None	None		14 Days	IC/Ampereometric
EDTA plus NTA	\$200 V	Vater 15	HPLC/IC	100	ug/l	Amber Glass	1 x 40 ml	None	None		14 Days	IC/Ampereometric
Endothall	\$80 V	Vater 15	EPA 548.1	5	ug/l	Amber Glass	250 ml	None	$Na_2S_2O_3$	7 days	14 Days	GCMS
Enterococci Analysis	\$100 V	Vater 10	SM9230	varies	CFU/ml	Amber Glass	250 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	MF
Epichlorohydrin	\$200 V	Vater 10	EPA 524.2m	0.4	ug/l	Amber Glass	(2) 40 ml	None	None		7 Days	GCMS
Ethylene Glycol - SUBCONTRACTED	\$175 V	Vater 15	8015	in dev	ug/l	Amber Glass	(2) 1L	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		7 Days	GCMS
Explosives by LCMSMS	\$250 V	Vater 20	LC-MS-MS	0.1	ug/l	Amber Glass	(2) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O3		28 Days	LCMSMS
Fecal Streptococci (5 Dilutions)	\$100 V	Vater 10	SM 9230	varies	MPN	sterile Amber Glass	250 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	MTF
Filtration for Metals	\$10 V	Vater										Filtration
Fluoride	\$16 V	Vater 15	SM4500F C	0.1	mg/l	Poly	125 ml	None	None		28 Days	ISE
Fungus & Mold	\$150 V	Vater 15	SM 9610	1	CFU/ml	Poly	100 ml	None	None		24 Hours	microcscopy
Giardia/Cryptosporidium by 1623	\$550 V	Vater 20	1623	varies	oocysts/L	Cubitainer	10 L	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		7 Days	Fluorescence Micro
Glyphosate	\$120 V	Vater 15	EPA 547	6	ug/l	Amber Glass	125 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		14 Days	HPLC/PCD
HAAs	\$95 V	Vater 15	SM6251B	1-4	ug/l	Amber Glass	(3) 40 ml	None	None	14 Days	14 Days	GC/ECD
HAA 9	\$175 V	Vater 15	EPA 552.3	varies	ug/l	Amber Glass	1 L	None	None	14 Days	21 Days	GC/ECD
HAAs-Total Potential	\$250 V	Vater 20	SM 5710B	varies	ug/l	Amber Glass	1 L	None	None	14 Days	7 Days	GC/ECD
Haloacetonitriles	\$150 V	Vater 15	EPA 551.1	0.5	ug/l	Amber Glass	(2) 60 ml	gPhos/NaSulfite	gPhos/NaSulfite	14 Days	14 Days	GC/ECD
Hardness (Total as CaCO <sub>3</sub> )(calculation)	\$10 V	Vater 15	SM 2340B	10	mg/l	Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Calculation, ICP
Herbicides-Drinking Water	\$110 V	Vater 15	EPA 515.4	0.2-5	ug/l	Amber Glass	(4) 60 ml	None	Sulfite	14 Days	21 Days	GC/ECD
Herbicides-MCPA, MCPP	\$350 V	Vater 15	EPA 532	0.1	ug/l	Amber Glass	(2) 40 ml	CuSO4/Trizma	CuSO4/Trizma	14 Days	28 Days	HPLC-UV
Hormones	\$600 V	Vater 15	EPA 539	0.1-5	ng/l	Amber Glass	1 L	Omadine	+ascorbic	14 Days	28 Days	SPE-LC-MS-MS
Inhibitory Residues	\$250 V	Vater 15	SM 9020	1	units	Glass	N/A	None	None		14 Days	Pour Plate
lodate / lodide	\$250 V	Vater 15	LCMSMS	1	ug/l	Poly	125 ml	None	None		28 Days	LC-MS-MS
Iron by ICP	\$12.50 V	Vater 15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Lead by ICP/MS	\$10 V	Vater 15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Lithium (non-UCMR5)	\$12.50 V	Vater 15	EPA 200.7	0.005	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Magnesium by ICP	\$12.50 V	Vater 15	EPA 200.7	0.1	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Manganese by ICP/MS	\$10 V	Vater 15	EPA 200.8	2	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Mercury		Vater 15	EPA 200.8	0.2	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		28 Days	Cold Vapor AAS
Metals - Drinking Water by ICP-each**		Vater 15	EPA 200.7	varies	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Metals - Drinking Water by ICPMS-each**		Vater 15	EPA 200.8	varies	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Metals Digestion (when applicable)		Vater 15	EPA 200.2		9''			3	3		6 Months	Microwave
Microplastics		Vater NA	LDIR/Raman	20	um	TBD	TBD	None	None		NA	LDIR/Raman
Molybdenum by ICP/MS		Vater 15	EPA 200.8	20	ug/l	A-Poly	(3) 500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
NDMA		Vater 15	EFA 521.1	2	ng/l	Amber Glass	(3) 500 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 Days	28 Days	CI-GC/MS SIM
Nitrosamines (6)		Vater 15	EEA 521.1	varies	ng/l	Amber Glass	(3) 500 ml	Na <sub>2</sub> O <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 Days	28 Days	CI-GC/MS SIM
1111 USAIIIIIES (U)	φ∠30 V	valei 15	EEA 321.1	valles	ng/i	Ampel Glass	(3) 300 m	11a232U3	11a20203	14 Days	zo Days	0-00/10/0 311/1

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Methods, preservatives, compound lists, and MRLs subject to change; please confirm with lab prior to sample submission

### General Laboratory Analyses - Non-Compliance - City of Meridian - Fee Schedule 2024\*

### Eurofins Eaton Analytical, LLC

General Laboratory Analyses

**Eurofins Eaton Analytical** 

ANALYSIS		Matrix .	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESER	RVATIVE	HOLDI	NG TIME	TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Nitrosamines (8)	\$300	Water	15	EEA 521.1	varies	ng/l	Amber Glass	(3) 500 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 Days	28 Days	CI-GC/MS SIM
Nickel by ICP/MS	\$10	-	15	EPA 200.8	5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Nitrogen-Ammonia	\$30	_	15	EPA 350.1	0.05	mg/l	Poly	250 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	Colorimetric/RFA
Nitrogen-Combined NO <sub>2</sub> +NO <sub>3</sub>	alculatio	_	15	EPA353.2	0.1	mg/l	Poly	250 ml	H₂SO₄	H₂SO₄		28 Days	Colorimetric/RFA
Nitrogen-Nitrate Low Level as NO3	\$31		15	EPA 300.1	0.2	mg/l	Poly	60 ml	EDA	EDA		48 Hours	IC
Nitrogen-Nitrate	\$15.50	_	15	EPA 300.0A	0.1	mg/l	Poly	125 ml	None	None		48 Hours	IC
Nitrogen-Inorganic	\$70		15	calculation	0.1	mg/l	,					48 Hours	requires NH3, NO3, NO2
Nitrogen-Nitrite low level as NO2	\$31	Water	5	EPA 300.1	8	ug/l	Poly	125 ml	None	None		48 Hours	IC
Nitrogen-Nitrite	\$15.50	Water	5	EPA 300.0	0.05	mg/l	Poly	125 ml	None	None		48 Hours	IC
Nitrogen-Nitrite (Low level as N)	\$35	Water	5	EPA 353.2	0.01	mg/l	Poly	60 ml	EDA	EDA		48 Hours	IC
Nitrogen-Total Kjeldahl	\$35		15	EPA 351.2	0.1	mg/l	Poly	250 ml	H2SO4	H2SO4		28 Days	Colorimetric
Odor	\$15	Water	5	SM 2150B	1	TON	Amber Glass	1 L	None	None		24 Hours	Odor
PBDEs & Pyrethroids	\$350	Water	15	GC-QQQ	5-200	ng/L	Amber Glass	1 L	AA/EDTA/KDHC	AA/EDTA/KDHC		28 Days	GC/MS
Perchlorate	\$50		15	EPA 314	2	ug/l	Poly	125 ml	None	None		28 Days	IC
Perchlorate- Low Level	\$85	Water	15	EPA 331	0.5-0.05	ug/l	Poly	125 ml	None	None		28 Days	IC
Pesticide (Triazine) Degradates	\$350	Water	15	L535	0.1-0.5	ug/l	Amber Glass	250 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	28 Days	LC-MS-MS
Pesticides-Urea	\$350	Water	20	L306	0.1	ug/l	Amber Glass	(4) 40ml	Ascorbic	Ascorbic	14 days	14 Days	GCMS
Pesticides, Chlorinated (DW)	\$110		15	EPA 505	varies	ug/l	Amber Glass	(4) 40ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	24 Hours	GC/ECD
pH	\$12	Water	5	SM4500H-B	0.01	units	Poly	125 ml	None	None		15 min(field)	Ion Specific Electrode
Phenolics - low level	\$125		15	EPA 420.4	5	ug/l	Amber Glass	250 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	Colorimetric
Phenolics	\$100		15	EPA 420.4	10	ug/l	Amber Glass	250 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	Colorimetric
Phosphorus, Ortho as P	\$40	Water	5	SM4500P-E	0.05	mg/l	Poly	125 ml	None	None		48 Hours	Colorimetric
Phosphorus, Total	\$25		15	E365.1/365.2	0.05	mg/l	Poly	250 ml	H <sub>2</sub> SO₄	H₂SO₄		28 Days	Colorimetric
PFAS 18x chemicals	\$275	_	20	EPA 537.1	2	ng/l	Poly	(2) 250 ml	5g/L Trizma®	5g/L Trizma®	14 days	14 Days	LC-MS-MS
PFAS 25x chemicals	\$325		20	EPA 533	2	ng/l	Poly	(2) 250 ml	Ammonium Acetate	Ammonium Acetate	28 days	28 Days	LC-MS-MS
PFAS 40x chemicals - SUBCONTRACTED	\$500		20	EPA 1633	varies	ng/l	Poly	(2) 250 ml	5q/L Trizma®	5q/L Trizma®	14 days	14 Days	LC-MS-MS
Potassium by ICP	\$12.50		15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Pseudomonas aeruginosa	\$125		10	IDEXX-Pseudolert	varies	#/ml	sterile Polv	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	Fluorescence Micro
Radiochem-Gross Alpha Only	\$65		15	EPA 900.0	1	pCi/l	A-Poly	100 m	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Gross Alpha/Beta	\$65	_	15	EPA 900.0	3	pCi/l	A-Poly	1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Gross Alpha only by copptn	\$100	_	15	SM7110C	1	pCi/l	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Radium 226/228	\$100		20	Georgia Method	1	pCi/l	A-Poly A-Poly	3 x 1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Gamma Counting
Radiochem-Radium 226	\$220		20	Georgia Method	1	pCi/l	A-Poly A-Poly	1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Emanation
	\$110	_	20	0	1	pCi/l	-	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		-	
Radiochem-Radium 228 Radiochem-Radon	\$110	Water Water	20 5	Georgia Method SM7500RN	50	pCi/l pCi/l	A-Poly Amber Glass	(2) 40 ml	None	None		6 Months	Proportional Counter Scintillation
				EPA 905.0	50			( )	HNO <sub>3</sub>	HNO <sub>3</sub>		4 Days	
Radiochem-Strontium90 SUBCONTRACTED Radiochem-Tritium	\$175 \$110		20 20	EPA 905.0 EPA 906.0	1000	pCi/l pCi/l	A-Poly A-Poly	1 L 1 L	None	None		6 Months 6 Months	Proportional Scintillation
Radiochem-Uranium by ICPMS (pCi/L)	\$110	_	20 15	EPA 906.0 EPA 200.8	1000		A-Poly A-Poly	1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
			-		1	ug/l	,	500 ml	5	5		-	
Selenium by ICP/MS	\$10		15	EPA 200.8	5	ug/l	A-Poly		HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS ICP
Silica by ICP	\$12.50		15	EPA 200.7	0.428	mg/l	Poly	500ml 500 ml	None HNO₃	None HNO₃		28 Days	-
Silver by ICP/MS	\$10		15	EPA 200.8	0.5	ug/l	A-Poly		- 5	- 5		6 Months	ICP/MS
SVOCs-Drinking Water- Regulated	\$225 \$300		15	EPA 525.2 EPA 525.2	varies	ug/l	Amber Glass	(2) 1L	HCL HCL	Sulfite, then HCI Sulfite, then HCI	14 Days	30 Days	GCMS GCMS
SVOCs-Drinking Water (Expanded)			15		varies	ug/l	Amber Glass	(2) 1L	HOL HNO3	HNO <sub>3</sub>	14 Days	30 Days	ICP
Sodium by ICP	\$12.50		15	EPA 200.7	1	mg/l	A-Poly	500 ml	0	0		6 Months	
Solids, Total Dissolved	\$16		15	SM2540C	10	mg/l	Poly	1 L	None	None		7 Days	Gravimetric
Solids, Total Suspended	\$20	+	15	SM2540D	10	mg/l	Poly	500 ml	None	None		7 Days	Gravimetric ICP
Strontium by ICP	\$12.50		15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	-
Sulfate	\$16		15	EPA 300.0A	0.25	mg/l	Poly	125 ml	None	None		28 Days	IC Octobring state
Sulfide, Dissolved	\$52		10	SM4500-S- <sup>2</sup> D	0.1	mg/l	Poly	(2) 250 ml	NaOH + ZnAc	NaOH + ZnAc	1 day	7 Days	Colorimetric
Sulfide, Total	\$35	-	15	SM4500-S- <sup>2</sup> D	0.1	mg/l	Poly	250 ml	NaOH + ZnAc	NaOH + ZnAc		7 Days	Colorimetric
Surfactants (MBAS)	\$45		10	SM5540C	0.05	mg/l	Poly	500 ml	None	None		48 Hours	Colorimetric
t-Butyl Alcohol	\$150	Water	15	EPA 524.2	2	ug/l	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL		14 Days	GC/MS
Taste and Odor (MIB/Geosmin by SPME)	\$250	Water	10	SM6040D mod	3 to 5	ng/l	Amber Glass	(3) 40 ml	None	None		72 Hours	SPME-GC/MS

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Methods, preservatives, compound lists, and MRLs subject to change; please confirm with lab prior to sample submission

### General Laboratory Analyses - Non-Compliance - City of Meridian - Fee Schedule 2024\*

### **Eurofins Eaton Analytical, LLC**

ANALYSIS		Matrix	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESE	RVATIVE	HOLDI	NG TIME	TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Thallium by ICP/MS	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
THMs by 524.2	\$55	Water	15	EPA 524.2/551.1	varies	ug/l	Amber Glass	(3) 40 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3 or</sub> NH <sub>4</sub> Cl	Na <sub>2</sub> S <sub>2</sub> O <sub>3 or</sub> NH <sub>4</sub> CI	.1 extract 14	14 Days	GCMS or GC/ECD
THMs/HANs/HKs/Chloropicrin	\$250	Water	15	EPA 551.1	0.5	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl+buffer	NH <sub>4</sub> CI+buffer	14 days	14 Days	GC/ECD
THMs-Total Potential	\$160	Water	20	SM5710	0.5	ug/l	Amber Glass	1 L	None	None		7 Days	GC/ECD
Total Organic Carbon	\$45	Water	15	SM5310C	0.25	mg/l	Amber Glass	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	UV-Persulfate
Total Organic Carbon (SUVA)	\$65	Water	15	IESWTR	1	Units	Amber Glass	125 ml	None	None		2 Days	UV254 x 100/DOC
Dissolved Organic Carbon	\$45	Water	15	SM 5310C	0.25	mg/l	Amber Glass	125 ml	None	None		28 Days	UV-Persulfate
2,4,6-Trichlorophenol	\$95	Water	15	SM6251B	0.1	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> CI	NH <sub>4</sub> CI		14 Days	GC/ECD
1,2,3-Trichloropropane (TCP)	\$100	Water	15	CA SRL 524M-TCP	0.005	ug/l	Amber Glass	(3) 40 ml	HCI	HCI/Ascorbic		14 days	GCMS
Turbidity	\$15	Water	10	EPA 180.1	0.05	NTU	Amber Glass	1 L	None	None		48 Hours	Nephelometric
Uranium by ICP/MS (ug/L)	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
UV254	\$30	Water	15	SM 5910B	0.009	AU	Amber Glass	125 ml	None	None		48 hours	Spectrophotometric
Vanadium by ICP/MS	\$10	Water	15	EPA 200.8	3	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
VOCs-Drinking Water	\$200	Water	15	EPA 524.3	varies	ug/l	Amber Glass	(3) 40 ml	Maleic/Ascorbic	Maleic/Ascorbic		14 Days	GC/MS
VOCs-Drinking Water - regulated	\$80	Water	15	EPA 524.2	varies	ug/l	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL		14 Days	GC/MS

\*PPCPs include sample analysis plus one dilution. Additional dilutions may be run for an additional fee.

\*Matrix, Water means Finished Drinking Water or Unimpaired Natural Drinking Water Source. Other matrices by Quote.

\* calculations require additional tests at listed rate

VOCs-Drinking Water - extended

Water Suitability Analysis

Zinc by ICP/MS

\* Listed rates will be honored through Dec 31, 2024, unless circumstances require a price change (cease performing a test, etc.)

\$150

\$300

\$10

Water

Water 15

Water

15

15

EPA 524.2

SM 9020

EPA 200.8

varies

N/A

20

ug/l

N/A

ug/l

Amber Glass

Poly

A-Poly

(3) 40 ml

500 ml

500 ml

HCL

None

HNO<sub>3</sub>

Ascorbic/HCL

None

HNO<sub>3</sub>

**General Laboratory Analyses** 

14 Days

N/A

6 Months

\_\_\_\_

48 Hours

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### **Eurofins Eaton Analytical**

GC/MS

Various

ICP/MS

## **ATTACHMENT 4**

The state of the s												_	
Eurofins Eaton Analytical	, LLC					Lead & Copp	ber					Euro	fins Eaton Analytica
ANALYSIS		Matrix	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESE	RVATIVE	HOLDING	TIME	TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Acrylamide	\$250	Water	15	EEA L520	0.1	ug/l	Glass	(1) 40 ml	None	None		14 Days	LC-MS-MS
Aldehydes	\$225	Water	15	EPA 556	1-5	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> CI+ CuSO4	NH <sub>4</sub> Cl+ CuSO4		14 Days	GC/ECD
Aldehydes- Formaldehyde/Acetaldehyde only	\$200	Water	15	EPA 556	1-5	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> CI+ CuSO4	NH <sub>4</sub> Cl+ CuSO4		14 Days	GC/ECD
Algae Enumeration & Algae ID (plankton)	\$250	Water	15	SM 10200 / 10900	1	#/ml	Poly Wide- Sterile	1 L	None	None		72 Hours	Microscopy
Cyanotoxins												28 Days	
Total Microcystins	\$150	Water	15	EPA 546 / ELISA	0.02-0.3	ug/l	Amber Glass	(3) 250 ml	Ascorbic	Ascorbic		28 Days	LC-MS-MS
Individual Microcystins(6) /Nodularin/Cylindrospermopsin/Anatoxin-a	\$325	Water	15	L231	0.02-0.3	ug/l	Amber Glass	(0) 050	A h i -	Assaultis		38 Days	LC-MS-MS
Alkalinity, Total	\$20	\M/atar	15	SM2320B	2		Poly	(3) 250 ml 250 ml	Ascorbic None	Ascorbic None		14 Days	Titration
Aluminum	\$20	Water Water	15	EPA 200.7	0.05	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Aluminum by ICP/MS	\$10	Water	15	EPA 200.7 EPA 200.8	20	mg/l ug/l	A-Poly A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Anion Sum in meq/L(for major anions)	calculation	Water	15	SM 1040	0.001	-	A-FOIy	500 mi		HINO3		0 WOTUIS	Calculation
Anion Sum in meq/L(for major anions) Anions (4)- CI, SO4, NO2, NO3	\$63	Water	15	EPA 300.0	0.001	meq/l mg/l	Poly	125 ml	None	None		48 Hours	NO3, NO2, SO4, CL
Antimony by ICP/MS	\$03	Water	15	EPA 300.0 EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Anumony by ICP/MS	\$10	Water	15	EPA 200.8 EPA 200.8	1	ug/i ug/l	A-Poly A-Poly (amber)	500 ml	EDTA+HAC	EDTA+HAC		14 Days	Resin-ICP/MS
Arsenic by ICP/MS	\$350	Water	15	EPA 200.8	1	ug/l	A-Poly (alliber)	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Asbestos - SUBCONTRACTED	\$175	Water	15	EPA 200.8 EPA 100.2	0.2	MFL	Poly-sonicated	1 L	None	None		48 Hours	TEM
Assimilable Organic Carbon (AOC)	\$300	Water	20	SM 9217	10		Glass	500 ml	None	None	 72 Hours	72 Hours	enumeration
Bacti-Coliform T/F (Drinking Water)	\$60	Water	10	SM 9223B	10	MPN	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	72 Hours	24 Hours	QT
Bacti-Coliform T/F (Drinking Water)	\$60	Water	10	SM9223D SM9223	P/A	N/A	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	Colilert
Bacti-Heterotrophic Plate Count	\$60	Water	10	SM 9215	1	CFU/ml	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	Pour Plate
Bacti-Fecal Coliform (Drinking Water)	\$60	Water	10	SM9223B QT	1	MPN/100ml	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	QT
Barium by ICP	\$12.50	Water	15	EPA 200.7	0.02	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
,	\$10	Water	15	EPA 200.8	2	-	,	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Barium by ICP/MS Beryllium by ICP/MS	\$10	Water	15	EPA 200.8	2	ug/l ug/l	A-Poly A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Biochemical Oxygen Demand (BOD)	\$60	Water	10	SM 5210B	2	-	Poly	1 L	None	None	 48 hours	5 Days (read)	DO meter
Biodegradable Organic Carbon (BDOC)	\$225	Water	20	Allgeier, 1996	0.3	mg/l	Glass	250 ml	None	None	48 hours	5 Days (read)	Incubation/UV-persulfate
Boron by ICP	\$225	Water	15	EPA 200.7	0.05	mg/l mg/l	Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	46 110015	6 Months	ICP
Bromate	\$75	Water	15	EPA 317	1	ug/l	Poly	125 ml	EDA	EDA		28 Days	IC
Bromide	\$40	Water	15	EPA 300.0	5	ug/l	Poly	125 ml	None	None		28 Days	IC
Cadmium by ICP/MS	\$10	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Calcium by ICP	\$12.50	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Carbamates-Low Level	\$175	Water	15	EPA 531.2	varies	ug/l	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio		28 Days	HPLC
Carbamates	\$100	Water	15	EPA 531.2	varies	ug/l	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio		28 Days	HPLC
Carbon Dioxide (Free-by calculation)	calculation	Water	15	SM 2320B	0.1	mg/l	Class	(2) +0 m	Olirato · mio	Olirado Thio			TDS, ALK, PH, Calc
Cation Sum	calculation	Water	15	SM 1040	0.1	meq/l							Calculation
Cations (4)	\$50	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	CA/MG/NA/K
Chemical Oxygen Demand	\$50	Water	15	EPA 410.4	5	mg/l	Glass	125 ml	H2SO4	H2SO4		28 Days	Colorimetric
Chloral Hydrate	\$125	Water	15	EPA 551.1	0.5	ug/l	Glass	(3) 60 ml	EDB & NH4CL	EDB & NH4CL	14 Days	14 Days	GC/ECD
Chlorate	\$45	Water	15	EPA 300.0/EPA 300.1	10	ug/l	Poly	125 ml	EDA	EDA		28 Days	IC
Chloride	\$16	Water	15	EPA 300.0	0.5	mg/l	Poly	125 ml	None	None		28 Days	IC
Chloramines residual	\$30	Water	5	SM 4500CL-G	0.2	mg/l	Amber Glass	125 ml	None	None		15 min(field)	Colorimetric
Chlorine Dioxide Residual	\$30	Water	5	SM 4500CLO2-D	0.25	mg/l	Amber Glass	125 ml	None	None		15 min(field)	Colorimetric
Chlorine Residual (Free)	\$30	Water	5	SM 4500CL-G	0.2	mg/l	Amber Glass	125 ml	None	None		15 min(field)	Colorimetric
Chlorine Residual (Total)	\$30	Water	5	SM 4500CL-G	0.2	mg/l	Amber Glass	125 ml	None	None		15 min(field)	Colorimetric
Chlorite	\$50	Water	15	EPA 300.0	10	ug/l	Amber G or Poly	60 ml	Ethylene Diamine	Ethylene Diamine		14 Days	IC
Chromium by ICP/MS	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Chromium, Hexavalent (low level)-	\$60	Water	10	EPA 218.6	0.02	ug/l	Poly	125 ml	AmmSO4/AmmOH	AmmSO4/AmmOH		5 Days	IC
Cobalt by ICP-MS	\$10	Water	15	EPA 200.8	2	ug/l	Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Color (Apparent)	\$15	Water	10	SM2120B	3	ACU	Amber Glass	1 L	None	None		48 Hours	Visual
Color (True)	\$15	Water	10	SM2120B	3	ACU	Amber Glass	1 L	None	None		48 Hours	Visual
Conductivity (Specific Conductance)	\$15	Water	10	SM2510B	4	umho/cm	Poly	250 ml	None	None		28 days	Electrometric
Copper by ICP	\$12.50	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP

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Eurofins Eaton Analytical,	LLC					Lead & Cop	per					Euro	ins Eaton Analytica
ANALYSIS		Matrix	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESE	RVATIVE	HOLDING	ГІМЕ	TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Corrosivity/Langelier Index (calculation)	\$10	Water	15	SM 2330B	+/-0.1	Units						14 Days	Calculation
Cyanide, Amenable	\$75	Water	15	SM4500CN-G	0.02	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Colorimetric/RFA
Cyanide-Free (Drinking Water)	\$40	Water	15	SM4500CN-F	0.005	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Probe
Cyanide, Total (Wastewater or DW)	\$35	Water	15	EPA 335.4	0.01	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Colorimetric/RFA
Cyanide WAD	\$75	Water	15	SM4500CN-I	0.005	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic		14 Days	Colorimetric/RFA
Cyanogen Chloride	\$200	Water	5	SM4500CN-J	0.035	mg/L	Amber Glass	(2) 40 ml	Ascorbic	Ascorbic		48 Hours	Colorimetric/RFA
Dioxane, 1,4- Low Level	\$150	Water	15	EPA 522	0.25-0.5	ug/l	Amber Glass	(2) 150mL	NaSO3/NaHSO4	NaSO3/NaHSO4	14 days	28 Days	GC/MS
2,3,7,8-TCDD Dioxin-Drinking Water (<1 NTU)	\$250	Water	15	EPA 1613B	5	pg/l	Amber Glass	(2) 1 L	None	Thio	1 year	40 Days	GC/MS/MS
2,3,7,8-TCDD Dioxin-Drinking Water (>1 NTU)	\$450	Water	15	EPA 1613B	5	pg/l	Amber Glass	(2) 1 L	None	Thio	1 year	40 Days	GC/MS/MS
Diquat/Paraquat	\$100	Water	15	EPA 549.2	0.4/2	ug/l	Amber Poly	1L	H2SO4	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 Days	21 Days	HPLC
EDB and DBCP	\$60	Water	15	EPA 504.1	0.01-0.05	ug/l	Glass	(3) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	24 Hours	GC/ECD
EDB, DBCP, and TCP	\$100	Water	15	EPA 504.1	0.01-0.05	ug/l	Glass	(3) 40 ml	None	$Na_2S_2O_3$	14 days	24 Hours	GC/ECD
PPCP-90+ Suite (POS Only)	\$1,050	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml		+ascorbic	20 days	28 Days	LC-MS-MS
PPCP-90+ Suite (NEG Only)	\$900	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml		+ascorbic	20 days	28 Days	LC-MS-MS
PPCP WW Indicators (Sucralose, AceK, Iohexol)	\$600	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml		+ascorbic	28 days	28 Days	LC-MS-MS
PPCP - CA Recycled Water List (4)	\$1,200	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml		+ascorbic	28 days	28 Days	LC-MS-MS
PPCP - Single Analyte	\$600	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	-	+ascorbic	28 days	28 Days	LC-MS-MS
EDTA Only	\$175	Water	15	HPLC/IC	100	ug/l	Amber Glass	1 x 40 ml	None	None		14 Days	IC/Ampereometric
EDTA plus NTA	\$200	Water	15	HPLC/IC	100	ug/l	Amber Glass	1 x 40 ml	None	None		14 Days	IC/Ampereometric
Endothall	\$80	Water	15	EPA 548.1	5	ug/l	Amber Glass	250 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	14 Days	GCMS
Enterococci Analysis	\$100	Water	10	SM9230	varies	CFU/ml	Amber Glass	250 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	MF
Epichlorohydrin	\$200	Water	10	EPA 524.2m	0.4	ug/l	Amber Glass	(2) 40 ml	None	None		7 Days	GCMS
Ethylene Glycol - SUBCONTRACTED	\$175	Water	15	8015	in dev	ug/l	Amber Glass	(2) 1L	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		7 Days	GCMS
Explosives by LCMSMS	\$250	Water	20	LC-MS-MS	0.1	ug/l	Amber Glass	(2) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O3		28 Days	LCMSMS
Fecal Streptococci (5 Dilutions)	\$100	Water	10	SM 9230	varies	MPN	sterile Amber Glass	250 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		24 Hours	MTF
Filtration for Metals	\$10	Water											Filtration
Fluoride	\$16	Water	15	SM4500F C	0.1	mg/l	Poly	125 ml	None	None		28 Days	ISE
Fungus & Mold	\$150	Water	15	SM 9610	1	CFU/ml	Poly	100 ml	None	None		24 Hours	microcscopy
Giardia/Cryptosporidium by 1623	\$550	Water	20	1623	varies	oocysts/L	Cubitainer	10 L	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		7 Days	Fluorescence Micro
Glyphosate	\$120	Water	15	EPA 547	6	ug/l	Amber Glass	125 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>		14 Days	HPLC/PCD
HAAs	\$95	Water	15	SM6251B	1-4	ug/l	Amber Glass	(3) 40 ml	None	None	14 Days	14 Days	GC/ECD
HAA 9	\$175	Water	15	EPA 552.3	varies	ug/l	Amber Glass	1L	None	None	14 Days	21 Days	GC/ECD
HAAs-Total Potential	\$250	Water	20	SM 5710B	varies	ug/l	Amber Glass	1 L	None	None	14 Days	7 Days	GC/ECD
Haloacetonitriles	\$150	Water	15	EPA 551.1	0.5	ug/l	Amber Glass	(2) 60 ml	gPhos/NaSulfite	gPhos/NaSulfite	14 Days	14 Days	GC/ECD
Hardness (Total as CaCO <sub>3</sub> )(calculation)	\$10	Water	15	SM 2340B	10	mg/l	Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Calculation, ICP
Herbicides-Drinking Water	\$110	Water	15	EPA 515.4	0.2-5	ug/l	Amber Glass	(4) 60 ml	None	Sulfite	14 Days	21 Days	GC/ECD
Herbicides-MCPA, MCPP	\$350	Water	15	EPA 532	0.1	ug/l	Amber Glass	(2) 40 ml	CuSO4/Trizma	CuSO4/Trizma	14 Days	28 Days	HPLC-UV
Hormones	\$600	Water	15	EPA 539	0.1-5	ng/l	Amber Glass	1L		+ascorbic	14 Days	28 Days	SPE-LC-MS-MS
Inhibitory Residues	\$250	Water	15	SM 9020	1	units	Glass	N/A	None	None		14 Days	Pour Plate
lodate / lodide	\$250	Water	15	LCMSMS	1	ug/l	Poly	125 ml	None	None		28 Days	LC-MS-MS
Iron by ICP	\$12.50	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Lead by ICP/MS	\$10	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Lithium (non-UCMR5)	\$12.50		15	EPA 200.7	0.005	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Magnesium by ICP	\$12.50		15	EPA 200.7	0.000	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Magnese by ICP/MS	\$10	Water	15	EPA 200.8	2	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Mercury	\$20	Water	15	EPA 200.8	0.2	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		28 Days	Cold Vapor AAS
Metals - Drinking Water by ICP-each**	\$12.50	Water	15	EPA 200.8 EPA 200.7	varies	-	A-Poly A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	
						ug/l			0	0			ICP ICP/MS
Metals - Drinking Water by ICPMS-each**	\$10	Water	15	EPA 200.8	varies	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	
Metals Digestion (when applicable)	\$15 Quete	Water	15	EPA 200.2	00		TDD	TDD	Nerra	Narra		6 Months	Microwave
Microplastics	Quote	Water	NA	LDIR/Raman	20	um	TBD	TBD	None	None		NA	LDIR/Raman
Molybdenum by ICP/MS	\$10	Water	15	EPA 200.8	2	ug/l	A-Poly	(3) 500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
NDMA	\$200	Water	15	EEA 521.1	2	ng/l	Amber Glass	(3) 500 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 Days	28 Days	CI-GC/MS SIM
Nitrosamines (6)	\$250	Water	15	EEA 521.1	varies	ng/l	Amber Glass	(3) 500 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 Days	28 Days	CI-GC/MS SIM

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Methods, preservatives, compound lists, and MRLs subject to change; please confirm with lab prior to sample submission

	-						e Schedule	1					
Eurofins Eaton Analytical,	LLC					Lead & Cop	per					Euro	fins Eaton Analytica
ANALYSIS		Matrix	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESE	RVATIVE	HOLDING	ГІМЕ	TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Nitrosamines (8)	\$300	Water	15	EEA 521.1	varies	ng/l	Amber Glass	(3) 500 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 Days	28 Days	CI-GC/MS SIM
Nickel by ICP/MS	\$10	Water	15	EPA 200.8	5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Nitrogen-Ammonia	\$30	Water	15	EPA 350.1	0.05	mg/l	Poly	250 ml	H₂SO₄	H₂SO₄		28 Days	Colorimetric/RFA
Nitrogen-Combined NO <sub>2</sub> +NO <sub>3</sub>	alculation	Water	15	EPA353.2	0.1	mg/l	Poly	250 ml	H₂SO₄	H₂SO₄		28 Days	Colorimetric/RFA
Nitrogen-Nitrate Low Level as NO3	\$31	Water	15	EPA 300.1	0.2	mg/l	Poly	60 ml	EDA	EDA		48 Hours	IC
Nitrogen-Nitrate	\$15.50	Water	15	EPA 300.0A	0.1	mg/l	Poly	125 ml	None	None		48 Hours	IC
Nitrogen-Inorganic	\$70	Water	15	calculation	0.1	mg/l	,					48 Hours	requires NH3, NO3, NO2
Nitrogen-Nitrite low level as NO2	\$31	Water	5	EPA 300.1	8	ug/l	Poly	125 ml	None	None		48 Hours	IC
Nitrogen-Nitrite	\$15.50	Water	5	EPA 300.0	0.05	mg/l	Poly	125 ml	None	None		48 Hours	IC
Nitrogen-Nitrite (Low level as N)	\$35	Water	5	EPA 353.2	0.01	mg/l	Poly	60 ml	EDA	EDA		48 Hours	IC
Nitrogen-Total Kjeldahl	\$35	Water	15	EPA 351.2	0.1	mg/l	Poly	250 ml	H2SO4	H2SO4		28 Days	Colorimetric
Odor	\$15	Water	5	SM 2150B	1	TON	Amber Glass	1 L	None	None		24 Hours	Odor
PBDEs & Pyrethroids	\$350	Water	15	GC-QQQ	5-200	ng/L	Amber Glass	1 L	AA/EDTA/KDHC	AA/EDTA/KDHC		28 Days	GC/MS
Perchlorate	\$50	Water	15	EPA 314	2	ug/l	Poly	125 ml	None	None		28 Days	IC
Perchlorate- Low Level	\$85	Water	15	EPA 331	0.5-0.05	ug/l	Poly	125 ml	None	None		28 Days	IC
Pesticide (Triazine) Degradates	\$350	Water	15	L535	0.1-0.5	ug/l	Amber Glass	250 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	28 Days	LC-MS-MS
Pesticides-Urea	\$350	Water	20	L306	0.1	ug/l	Amber Glass	(4) 40ml	Ascorbic	Ascorbic	14 days	14 Days	GCMS
Pesticides, Chlorinated (DW)	\$110	Water	15	EPA 505	varies	ug/l	Amber Glass	(4) 40ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	24 Hours	GC/ECD
H	\$12	Water	5	SM4500H-B	0.01	units	Poly	125 ml	None	None		15 min(field)	Ion Specific Electrode
Phenolics - low level	\$125	Water	15	EPA 420.4	5	ug/l	Amber Glass	250 ml	Hone H <sub>2</sub> SO <sub>4</sub>	Hone H₂SO₄		28 Days	Colorimetric
Phenolics	\$100	Water	15	EPA 420.4	10	ug/l	Amber Glass	250 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	Colorimetric
Phosphorus, Ortho as P	\$40	Water	5	SM4500P-E	0.05	mg/l	Poly	125 ml	None	None		48 Hours	Colorimetric
Phosphorus, Total	\$40	Water	15	E365.1/365.2	0.05	mg/l	Poly	250 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	Colorimetric
PFAS 18x chemicals	\$275	Water	20	EPA 537.1	2	ů.	Poly	(2) 250 ml	5g/L Trizma®	5g/L Trizma®	 14 days		LC-MS-MS
PFAS Tox chemicals	\$325	Water	20	EPA 537.1	2	ng/l ng/l	Poly	(2) 250 ml	Ammonium Acetate	Ammonium Acetate	28 days	14 Days 28 Days	LC-MS-MS
PFAS 40x chemicals - SUBCONTRACTED	\$500	Water	20	EPA 555 EPA 1633	varies	ng/l	Poly	(2) 250 ml	5g/L Trizma®	5g/L Trizma®	14 days	14 Days	LC-MS-MS
Potassium by ICP	\$12.50	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO3	HNO3		6 Months	ICP
	\$12.50	Water	10	IDEXX-Pseudolert		#/ml	sterile Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	8		24 Hours	Fluorescence Micro
Pseudomonas aeruginosa					varies 1		,			Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>			
Radiochem-Gross Alpha Only	\$65	Water	15	EPA 900.0		pCi/l	A-Poly	1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Gross Alpha/Beta	\$65	Water	15	EPA 900.0	3	pCi/l	A-Poly	1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Gross Alpha only by copptn	\$100	Water	15	SM7110C	1	pCi/l	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Radium 226/228	\$220	Water	20	Georgia Method	1	pCi/l	A-Poly	3 x 1L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Gamma Counting
Radiochem-Radium 226	\$110	Water	20	Georgia Method	1	pCi/l	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Emanation
Radiochem-Radium 228	\$110	Water	20	Georgia Method	1	pCi/l	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional Counter
Radiochem-Radon	\$75	Water	5	SM7500RN	50	pCi/l	Amber Glass	(2) 40 ml	None	None		4 Days	Scintillation
Radiochem-Strontium90 SUBCONTRACTED	\$175	Water	20	EPA 905.0	1	pCi/l	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	Proportional
Radiochem-Tritium	\$110	Water	20	EPA 906.0	1000	pCi/l	A-Poly	1 L	None	None		6 Months	Scintillation
Radiochem-Uranium by ICPMS (pCi/L)	\$30	Water	15	EPA 200.8	1	ug/l	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Selenium by ICP/MS	\$10	Water	15	EPA 200.8	5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
Silica by ICP	\$12.50	Water	15	EPA 200.7	0.428	mg/l	Poly	500ml	None	None		28 Days	ICP
Silver by ICP/MS	\$10	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS
SVOCs-Drinking Water- Regulated	\$225	Water	15	EPA 525.2	varies	ug/l	Amber Glass	(2) 1L	HCL	Sulfite, then HCI	14 Days	30 Days	GCMS
SVOCs-Drinking Water (Expanded)	\$300	Water	15	EPA 525.2	varies	ug/l	Amber Glass	(2) 1L	HCL	Sulfite, then HCI	14 Days	30 Days	GCMS
Sodium by ICP	\$12.50	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Solids, Total Dissolved	\$16	Water	15	SM2540C	10	mg/l	Poly	1 L	None	None		7 Days	Gravimetric
Solids, Total Suspended	\$20	Water	15	SM2540D	10	mg/l	Poly	500 ml	None	None		7 Days	Gravimetric
Strontium by ICP	\$12.50	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP
Sulfate	\$16	Water	15	EPA 300.0A	0.25	mg/l	Poly	125 ml	None	None		28 Days	IC
Sulfide, Dissolved	\$52	Water	10	SM4500-S- <sup>2</sup> D	0.1	mg/l	Poly	(2) 250 ml	NaOH + ZnAc	NaOH + ZnAc	1 day	7 Days	Colorimetric
Sulfide, Total	\$35	Water	15	SM4500-S- <sup>2</sup> D	0.1	mg/l	Poly	250 ml	NaOH + ZnAc	NaOH + ZnAc		7 Days	Colorimetric
Surfactants (MBAS)	\$45	Water	10	SM5540C	0.05	mg/l	Poly	500 ml	None	None		48 Hours	Colorimetric
t-Butyl Alcohol	\$150	Water	15	EPA 524.2	2	ug/l	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL		14 Days	GC/MS
Taste and Odor (MIB/Geosmin by SPME)	\$250	Water	10	SM6040D mod	3 to 5	ng/l	Amber Glass	(3) 40 ml	None	None		72 Hours	SPME-GC/MS

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Methods, preservatives, compound lists, and MRLs subject to change; please confirm with lab prior to sample submission

General Laboratory Ana	lyses -	Com	plia	nce - City of	Merid	ian - Fee	e Schedule	2024*				General	Laboratory Analyses		
<b>Eurofins Eaton Analytic</b>	al, LLC					Lead & Cop	per	Eurofins Eaton Analytical							
ANALYSIS		Matrix	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESE	RVATIVE	HOLDING T	ME	TEST TYPE		
									RAW	FINISHED	EXTRACT	ANALYSIS			
Thallium by ICP/MS	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS		
THMs by 524.2	\$55	Water	15	EPA 524.2/551.1	varies	ug/l	Amber Glass	(3) 40 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3 or</sub> NH <sub>4</sub> Cl	Na <sub>2</sub> S <sub>2</sub> O <sub>3 or</sub> NH <sub>4</sub> Cl	if 551.1 extract 14 days	14 Days	GCMS or GC/ECD		
THMs/HANs/HKs/Chloropicrin	\$250	Water	15	EPA 551.1	0.5	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> CI+buffer	NH <sub>4</sub> CI+buffer	14 days	14 Days	GC/ECD		
THMs-Total Potential	\$160	Water	20	SM5710	0.5	ug/l	Amber Glass	1 L	None	None		7 Days	GC/ECD		
Total Organic Carbon	\$45	Water	15	SM5310C	0.25	mg/l	Amber Glass	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>		28 Days	UV-Persulfate		
Total Organic Carbon (SUVA)	\$65	Water	15	IESWTR	1	Units	Amber Glass	125 ml	None	None		2 Days	UV254 x 100/DOC		
Dissolved Organic Carbon	\$45	Water	15	SM 5310C	0.25	mg/l	Amber Glass	125 ml	None	None		28 Days	UV-Persulfate		
2,4,6-Trichlorophenol	\$95	Water	15	SM6251B	0.1	ug/l	Amber Glass	(3) 40 ml	NH <sub>4</sub> CI	NH <sub>4</sub> Cl		14 Days	GC/ECD		
1,2,3-Trichloropropane (TCP)	\$100	Water	15	CA SRL 524M-TCP	0.005	ug/l	Amber Glass	(3) 40 ml	HCI	HCI/Ascorbic		14 days	GCMS		
Turbidity	\$15	Water	10	EPA 180.1	0.05	NTU	Amber Glass	1 L	None	None		48 Hours	Nephelometric		
Uranium by ICP/MS (ug/L)	\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS		
UV254	\$30	Water	15	SM 5910B	0.009	AU	Amber Glass	125 ml	None	None		48 hours	Spectrophotometric		
Vanadium by ICP/MS	\$10	Water	15	EPA 200.8	3	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS		
VOCs-Drinking Water	\$200	Water	15	EPA 524.3	varies	ug/l	Amber Glass	(3) 40 ml	Maleic/Ascorbic	Maleic/Ascorbic		14 Days	GC/MS		
VOCs-Drinking Water - regulated	\$80	Water	15	EPA 524.2	varies	ug/l	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL		14 Days	GC/MS		
VOCs-Drinking Water - extended	\$150	Water	15	EPA 524.2	varies	ug/l	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL		14 Days	GC/MS		
Water Suitability Analysis	\$300	Water	15	SM 9020	N/A	N/A	Poly	500 ml	None	None	48 Hours	N/A	Various		
Zinc by ICP/MS	\$10	Water	15	EPA 200.8	20	ug/l	A-Poly	500 ml	HNO <sub>3</sub>	HNO <sub>3</sub>		6 Months	ICP/MS		

\*PPCPs include sample analysis plus one dilution. Additional dilutions may be run for an additional fee.

\*Matrix, Water means Finished Drinking Water or Unimpaired Natural Drinking Water Source. Other matrices by Quote.

\* calculations require additional tests at listed rate

\* Listed rates will be honored through Dec 31, 2024, unless circumstances require a price change (cease performing a test, etc.)



### **CITY OF MERIDIAN**

### SOLE SOURCE FORM

Date: November 8, 2023

### Item or Service: <u>Eurofins Eaton Analytical, LLC / Annual Non-Micro Water Sampling~Testing</u> Services (Water, UCMR, Compliance, Lead and Copper)

Sole Source: It has been determined that competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

Refer to instructions on 2<sup>nd</sup> page for completion.

JUSTIFICATION: (Attach additional pages if needed)

Eurofins Eaton Analytical, LLC has historically been the sole vendor to submit an RFQ for these services.

### CERTIFICATION:

I am aware of the requirements set forth in the City's Purchasing Policy & Procedures Manual for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. I have gathered technical information and have made a concerted effort to review comparable/equal equipment. I hereby certify as to the validity of the information and feel confident that this justification for sole source/sole brand meets the City's criteria and is accurate.

Dennis Teller

Requestor (Print Name)

Department Manager Approval / Signature

Date: 11-09-2023

Procurement Division Approval:

eith Watts, Procurement Manager

Date: 1/4/2024

## SOLE SOURCE/BRAND EXAMPLES.

SOLE SOURCE:

Only one (1) vendor if there is only one (1) vendor for the personal property to be acquired. For purposes of this definition, only one (1) vendor shall refer to situations where there is only one (1) source reasonably available and shall include, but not be limited to, the following situations:

(i) Where property is required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property;

(ii) Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;

(iii) Where a sole supplier's item is needed for trial use or testing;

(iv) The purchase of mass-produced movies, videos, books or other copyrighted materials;

(v) The purchase of property for which it is determined there is no functional equivalent;

(vi) The purchase of public utility services;

(vii) The purchase of products, merchandise or trademarked goods for resale at a political subdivision facility; or

(viii) Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

### THE FOLLOWING ARE **NOT** REASONS FOR SOLE SOURCE

- a) Personal preference for a product or vendor.
- b) Cost, past performance, local presence, delivery etc. These are award criteria to be used in a competitive bid process.
- c) Specifications that exceed requested performance.



ITEM **TOPIC:** Mini Heavy Equipment Rodeo Agreement with Western States Equipment Company for Public Works Week Expo 2024



Mayor Robert E. Simison

**City Council Members:** Joe Borton, President Liz Strader, Vice President Doug Taylor John Overton Anne Little Roberts Luke Cavener

- TO: Mayor Robert E. Simison Members of the City Council
- **FROM:** David Briggs, P.E., P.M.P.
- **DATE:** *March* 20, 2024

SUBJECT: MINI HEAVY EQUIPMENT RODEO AGREEMENT WITH WESTERN STATES EQUIPMENT COMPANY FOR PUBLIC WORKS WEEK EXPO 2024

### **REQUESTED COUNCIL DATE:**

### I. **RECOMMENDED ACTION**

- A. Move to:
  - 1. Approve the License and Indemnity Agreement with Western States Equipment Company for 2024 Public Works Week Mini Heavy Equipment Rodeo
  - 2. Authorize the Mayor to sign the agreement

### II. DEPARTMENT CONTACT PERSONS

David Briggs, Public Works Expo Chair208-489-0347Peter Hall, Public Works Expo Co-Chair208-489-0355Susie Deardorff, Public Works Week Coordinator208-489-0361

### III. **DESCRIPTION**

A. <u>Background</u>

For the past eight years of Public Works Week, the Mini Heavy Equipment Rodeo has been a focal point of the Public Works Week Expo. This year, we are working with Western States Equipment Company to keep the tradition alive by having a Mini Heavy Equipment Rodeo at the Expo.

#### IV. **IMPACT**

### A. Strategic Impact:

The City Hall east parking lot will be closed for the Expo and the Mini Heavy Equipment Rodeo. The rodeo will take place in the center of the parking lot and be roped off using traffic cones and caution tape. The equipment will be live and operational, so it can be quickly moved, if necessary.

### **B.** Fiscal Impact:

License and Indemnity Agreement

#### V. **ALTERNATIVES**

A. The City could choose not to sign the License and Indemnity Agreement with Western States Equipment Company; this will prevent the Mini Heavy Equipment Rodeo at City Hall.

#### VI. TIME CONSTRAINTS

A. Council's approval will allow for the timely return of the signed license agreement to Western States Equipment Company. This will allow Western States Equipment Company to prepare properly for the Mini Heavy Equipment Rodeo.

#### VII. LIST OF ATTACHMENTS

A. License and Indemnity Agreement (Rodeo)

Approved for Council Agenda:

3/20/24

### LICENSE AND INDEMNITY AGREEMENT WITH WESTERN STATES EQUIPMENT COMPANY FOR 2024 PUBLIC WORKS WEEK MINI HEAVY EQUIPMENT RODEO

This LICENSE AND INDEMNITY AGREEMENT WITH WESTERN STATES EQUIPMENT COMPANY FOR 2024 PUBLIC WORKS WEEK MINI HEAVY EQUIPMENT RODEO is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 ("Effective Date"), by and between Western States Equipment Company whose address is 500 E Overland Road, Meridian, Idaho ("Licensee"), and the City of Meridian, Idaho, a municipal corporation organized under the laws of the State of Idaho ("City"), whose address is 33 E. Broadway Ave., Meridian, Idaho.

**WHEREAS**, City is hosting an event at the Meridian City Hall Plaza on May 22, 2024 to celebrate Public Works Week; and

**WHEREAS**, as part of the Public Works Week celebration, Licensee is sponsoring a mini heavy equipment rodeo activity in the City Hall east parking lot (referred to herein as the "Property"); and

**WHEREAS**, the City of Meridian is willing to allow Licensee a limited license to use Property for this purpose;

**NOW THEREFORE**, in consideration of the recitals and mutual covenants, agreements, and inducements contained herein, the parties hereby agree as follows:

### I. SCOPE OF LICENSE GRANTED BY CITY.

**A. Scope of use**. Licensee's use and occupancy of the Property shall be limited to activities associated with the mini heavy equipment rodeo, specific activities include the following: Up to two mini excavators will be on site for the public to test their skills at operation of the equipment in a competition setting. The setup will include picking up and moving a plastic bucket filled with water with the bucket and arm of the excavator. The area of operation will be delineated with traffic candles and caution tape for public safety.

**B.** Participant Waiver and Release Required. Licensee shall have each participant execute the "Release and Waiver of Liability Agreement" in form and content substantially similar to that set forth in *Exhibit A* hereto and incorporated herein.

**C. Term of license.** The term of this Agreement shall be from 4 p.m. to 7 p.m. on May 22, 2024, along with sufficient time to set up and tear down immediately before and after this time period.

### **II. INDEMNIFICATION; INSURANCE.**

**A. Indemnification.** In consideration of Licensee's fee-free access to and use of Property, Licensee shall, and hereby does, indemnify and save and hold harmless City from and for any and all losses; claims; actions; judgments for damages; injury to its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, other persons, or property; and/or losses and expenses caused or incurred by Licensee, and not caused by or arising out of the

tortious conduct of City of Meridian, which are directly attributable to Licensee's operation of the mini heavy equipment rodeo, as described in Section I.A. Licensee acknowledges that accessing or using Property carries risks, some of which are unknown, and assumes these and any and all other known and unknown risks and hazards of such activity and any activity related thereto. Licensee forever waives and releases, on behalf of itself, its members, its agents, its employees, and their heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees 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 Licensee's access to and use of City facilities and/or any activity related thereto and not caused by or arising out of the negligence, misconduct, or tortious conduct of the City of Meridian or its employees.

**B. No coverage provided.** Licensee acknowledges that the City of Meridian shall not provide for Licensee or for its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, any insurance or coverage of any kind, whether financial, medical, property, or otherwise, for any accidents, injuries, deaths, illnesses, losses, or damages that result during or arise out of Licensee's actions or omissions hereunder and/or any activity related thereto.

**C. Licensee to maintain insurance.** Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, and upon each and every occasion on which Licensee uses the Property hereunder, liability insurance in which the City of Meridian shall be named additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City, and if City becomes liable for an amount in excess of the insurance limits herein provided, Licensee covenants and agrees to indemnify and save and hold harmless City from and for any and all such losses, claims, actions, or judgments for damages or liability to persons or property. Licensee shall provide the Clerk City with a Certificate of Insurance or other proof of insurance evidencing Licensee's compliance with the requirements of this paragraph. In the event the insurance minimums of the Idaho Tort Claims Act are changed, Licensee shall immediately submit proof of compliance with the changed limits.

**D. Waiver.** Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees waive 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 Licensee's use of City's Property, whether such loss or damage may be attributable to known or unknown conditions, except for liability caused by or arising out of the negligence, misconduct, or tortious conduct of the City of Meridian or its employees.

**E. As-is condition.** The City makes no warranty or promise as to the condition, safety, usefulness, or habitability of the premises of the Property; Licensee accepts same as-is, both at the effective date of this agreement and at the time and for the purpose of each event and activity specified herein.

**F. Good faith.** Licensee will utilize the Property in a manner that will best conserve the current condition of the Property.

### III. GENERAL PROVISIONS.

**A. Alterations, improvement to real property.** Licensee shall not make, or permit to be made, alterations to or improvements to Property without first obtaining City's written consent.

**B. Relationship of Parties.** Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, and employees are not independent contractors nor employees, agents, joint venturers, or partners of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Licensee and City or any official, agent, or employee of City; or between any of Licensee's members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, and the City or any official, agent, or employee of City.

**C. Termination.** If, through any cause, Licensee fails to comply with the terms of this Agreement, violates any of the covenants, agreements, and/or stipulations of this Agreement, or of any other applicable law, ordinance, regulation, or policy, and/or engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, City may immediately terminate this Agreement without the necessity of providing written notice to Licensee of such termination. Notice of for-cause termination shall be effective immediately upon verbal notification by City.

**D. No waiver.** City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Licensee.

**E. Notices.** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed by United States Mail, certified, return receipt requested, addressed as follows: City: City of Meridian Public Works Department

City:	City of Meridian Public Works Depar
	33 E. Broadway Avenue
	Meridian, Idaho 83642
Licensee:	Western States Equipment Company
	500 E Overland Rd
	Meridian, ID 83642

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

**F.** Compliance; no discrimination. In undertaking activities under or related to this Agreement, Licensee shall comply in all respects with all applicable laws, ordinances, regulations, policies, agreements, and requirements, and further shall not discriminate against

any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

- **G.** Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements or understandings, oral of written, whether previous to the execution hereof or contemporaneous herewith.
- **H.** Advice of attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney and/or has received the opportunity to seek such advice.
- **I. Applicable 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.

**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.

LICENSEE: Western States Equipment Company

Jesikah Luangaphay

Jesikah Luangaphay VP, Finance

**CITY OF MERIDIAN:** 

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

### EXHIBIT A RELEASE AND WAIVER OF LIABILITY AGREEMENT

With respect to participation in the 2024 City of Meridian Public Works Exposition Equipment Rodeo:

I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless the City of Meridian and Western States Equipment Company (the "**Company**") and their respective owners, agents, employees, officers, directors, affiliates, successors, and assigns ("Released Parties"), jointly and individually from any and all liability, damage, expense, causes of action, suits, claims or judgments, arising from injury, damage or loss, or claims of injury, damage or loss, to me or my personal property arising from or in any way related to my participation in any activities or events sponsored or conducted by Company, including any such claims that allege the negligent acts or omissions of the Released Parties.

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Company, or the employees, representatives or agents of Company.

If the participant is a minor (under the age of 18), I agree that this Release is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on that minor participant. I represent that I have full authority as parent or legal guardian of the minor participant to bind the minor participant to this Release, and further agree to defend, indemnify and hold harmless the Released Parties from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with the minor's participation in the activity or event, including injuries or damages caused by the negligence of the Released Parties.

I understand that participation in activities may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I certify that I know of no medical problems that would increase my risk of illness or injury as the result of the activities. I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the activities.

I have read and understand the foregoing statements and voluntarily sign this Release with full knowledge of its significance. I agree that this Release is intended to be as broad and inclusive as is permitted by the law of the state of Idaho, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant:

Date of Birth:

Age:

Signature (parent or legal guardian if participant is a minor)

Printed Name

Date:

LICENSE AND IDEMNITY AGREEMENT

## LICENSE AND INDEMNITY AGREEMENT Western States Equipment 03-8-24

**Final Audit Report** 

2024-03-13

Created:	2024-03-12
Ву:	Fallon Urquhart (Fallon.Urquhart@wseco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfM-GCekADrxblvhlk69NLbddQmDEPYWP

## "LICENSE AND INDEMNITY AGREEMENT Western States Equ ipment 03-8-24" History

- Document created by Fallon Urquhart (Fallon.Urquhart@wseco.com) 2024-03-12 10:24:43 PM GMT- IP address: 50.96.239.71
- Document emailed to Jesikah Luangaphay (jesikah.luangaphay@wseco.com) for signature 2024-03-12 10:26:34 PM GMT
- Email viewed by Jesikah Luangaphay (jesikah.luangaphay@wseco.com) 2024-03-12 - 10:51:29 PM GMT- IP address: 50.96.239.71
- Document e-signed by Jesikah Luangaphay (jesikah.luangaphay@wseco.com) Signature Date: 2024-03-13 - 3:13:13 PM GMT - Time Source: server- IP address: 50.96.239.71
- Agreement completed. 2024-03-13 - 3:13:13 PM GMT



**ITEM TOPIC:** Approval of License Agreement with Discovery Co-Operative Gardeners for a Community Garden in Discovery Park.



# **MEMO TO CITY COUNCIL**

### Request to Include Topic on the City Council Work Session Agenda

**From:** Mike Barton, Parks Superintendent

Meeting Date: April 2, 2024

**Topic:** Community Garden in Discovery Park

### **Recommended Council Action:**

Authorize the Mayor to sign the attached License Agreement

### **Background:**

Phase II of Discovery Park has an area approximately ½ acre in size set aside for a community garden. We envision this garden will operate similar to the garden in Kleiner Park where an organization will lead the day to day operation with support from City staff. We have an organization named Discovery Park Co-Operative Gardeners that wishes to operate the garden with the goal of enhancing the Meridian community's quality of life by providing community gardening activities, including educational programming and cultivation of produce for local food banks.

### Attachment:

License Agreement for Community Garden in Discovery Park.

### LICENSE AGREEMENT FOR COMMUNITY GARDEN IN DISCOVERY PARK

This LICENSE AGREEMENT FOR COMMUNITY GARDEN IN DISCOVERY PARK ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Discovery Co-Operative Gardeners ("Licensee").

WHEREAS, the respective governing bodies of City and Licensee are mutually interested in enhancing the Meridian community's quality of life by providing and supporting community gardening activities and benefits, including educational programming and cultivation of produce for local food banks, and to that end, City wishes to program approximately half-acre of ground on the west side of Discovery Park, located at 2121 E. Lake Hazel Road, Meridian, Idaho ("Park"), as a community garden ("Community Garden");

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein contained, City and Licensee agree as follows:

- I. License granted. City shall, in exchange for Licensee's services related to management and oversight of the Community Garden, grant to Licensee a non-exclusive license to maintain Community Garden for the purposes and in the manner set forth in this Agreement.
- **II.** Use of Community Garden. Licensee's use and occupancy of the Community Garden shall be limited to gardening by Licensee. Licensee shall not use or permit the use of the Community Garden for any purpose other than gardening without the express written consent of City.
- **III. Term of license.** The term of this license shall be from the Effective Date through 11:59 p.m. on December 31, 2024, unless earlier terminated by either party by the method established herein. This license shall automatically be renewed from year to year thereafter unless written notice of termination is given by either party to the other in the manner set forth herein.
- **IV. Rights and responsibilities of Licensee.** With regard to Licensee's use and occupancy of the Community Garden under this Agreement, Licensee shall be responsible for, and entitled to, each and all of the following rights and responsibilities.
  - A. **Produce.** Licensee shall donate a substantial portion of all produce grown at Community Garden to the Meridian Food Bank.
  - B. Equipment; shed. Licensee may store tools and equipment at Park, including a shed as approved by the Director of the Meridian Parks and Recreation Department or designee ("Director"). Upon notice from City, Licensee shall move or remove any such property and/or equipment within a reasonable time as mutually agreed by the parties; property and/or equipment not removed within twenty-four (24) hours following such mutually agreed time shall be deemed abandoned by Licensee and shall be owned by City. Licensee shall secure the shed so as to prevent criminal conduct in or to same. Licensee shall be solely responsible for any theft, vandalism, unlawful entry, arson, or other damages incurred to the shed. Licensee shall maintain the shed in a safe and sanitary

manner. Licensee shall not store any hazardous or toxic substances in or at the shed or Community Garden without prior written consent from, City.

- **C. Irrigation.** Licensee shall be responsible for irrigating the Community Garden. City may require an increase or decrease of water usage or application in Community Garden as may be necessary or reasonable under the circumstances.
- **D.** Weed and pest control. During the growing season (approximately mid-April through mid-October), Licensee shall be responsible for weed and pest control within the planting area of Community Garden. City shall be responsible for weed and pest control throughout the remainder of Park and during the non-growing season (approximately mid-October through mid-April). Licensee shall not utilize pesticides or herbicides, or allow such use, in Community Garden without prior written consent from City.
- E. Alterations; waste; signs. With the exception of activities directly related to gardening, Licensee shall not make, or permit to be made, alterations on or to the Community Garden or to Park, or any portion or component thereof, whether temporary or permanent, without prior written consent from City. Any and all additions to, or alterations of, Community Garden shall become at once a part of the real property and shall belong to City. Licensee shall not install or erect thereon signs, posts, poles, fencing, or other improvements or structures without prior written consent from City.
- **F. Reasonable use.** Licensee shall employ best efforts to ensure that its use of Community Garden land, facilities, amenities, and infrastructure is appropriate, reasonable, and lawful. Where Licensee's use of same causes damage, Licensee shall reimburse City for the cost or proportionate cost of necessary repairs and/or replacement.
- G. **Surrender of possession.** Licensee agrees to surrender possession and occupancy of the Community Garden and Park premises peaceably at the termination of this Agreement and any renewal or extension thereof.
- H. Hold harmless. Licensee holds City harmless from any loss, liability, claim, judgment, or action for damages or injury to Licensee, to Licensee's personal property, equipment, members, agents, or volunteers arising out of or resulting from the condition of Community Garden or any lack of maintenance or repair thereon not caused by or arising out of the tortious conduct of City or its employees.
- I. **Insurance.** In the event Licensee hires any person to work on or at the Community Garden, or allows any other volunteers to work on or at the Community Garden, Licensee shall obtain worker's compensation insurance, if required by law. Licensee may, at Licensee's option, maintain property or crop insurance, as applicable, for property owned or crops planted by Licensee.
- J. Admission. Licensee shall have right to assess and collect reasonable contributions to Licensee's expenses from persons participating in activities conducted at Community Garden by Licensee. Licensee shall not charge any fee for public admission to Community Garden without the prior written consent of City.

- K. Assumption of risk. Licensee acknowledges that provision of services under this Agreement may carry a risk of injury, illness, and/or death, some of which risks may be unknown, and, with that knowledge, Licensee hereby assumes all such risks and hazards.
- L. Indemnification. Licensee acknowledges that provision of services under this Agreement may carry a risk of injury, illness, and/or death, some of which risks may be unknown, and, with that knowledge, Licensee hereby assumes all such risks and hazards. Licensee shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Licensee or Licensee's servants, agents, employees, guests, and/or business invitees. Licensee waives and releases, on behalf of Licensee and Licensee's heirs, executors, administrators, assigns, and/or personal representatives, 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 Licensee's performance of this Agreement, 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.
- M. **Independent contractor**. In all matters pertaining to this agreement, Licensee shall be acting as an independent contractor. It is acknowledged by Licensee that all activities described in this Agreement are outside the course and scope of Licensee's employment with City, and are completely unrelated to such employment. Further, and without limitation, Licensee understands, acknowledges, and agrees:
  - 1. Licensee is free from actual and potential control by City in the provision of services under this Agreement.
  - 2. Licensee is engaged in an independently established trade, occupation, profession, or business.
  - 3. Licensee has the authority to hire subordinates.
  - 4. Licensee owns and/or will provide all major items of equipment necessary to perform services under this Agreement.
  - 5. Neither Licensee nor City shall be liable to the other for a peremptory termination of the business relationship described under this Agreement.
  - 6. Any injury Licensee may incur in the course of activities described in this Agreement shall not be covered by City's workers' compensation insurance.
  - 7. Licensee shall not represent that he is acting as a Meridian Fire Department employee for the purpose or in the course of fundraising for activities described in this Agreement.
- V. Rights and responsibilities of City. With regard to Licensee's use of the Community Garden under this Agreement, City shall be responsible for the following.
  - A. Utilities. City shall pay for any power, water, or other utilities utilized or provided at Community Garden.
  - B. Assessments; property taxes. City shall pay the regular assessments and property taxes, if any, due and owing on Community Garden and/or Park.

- C. Landscape maintenance. City shall be responsible for tree, turf, and landscape maintenance; mowing; custodial services; and hardscape cleaning and maintenance at Community Garden. Licensee shall not mow, spray, prune, or otherwise alter or maintain any natural or hardscape portion of Park.
- D. Scheduling. The parties hereto expressly acknowledge that Park is a public space, the management and scheduling of which shall at all times be within the sole purview of City. City shall have the right to use or allow the use of Park for any and all purposes and under any and all conditions, so long as such use does not conflict or interfere with scheduled use by Licensee.
- E. No right to exclude conveyed. Licensee shall not have the right to exclude any lawabiding person from Community Garden where such person is not interfering with Licensee's reserved use thereof, nor the right to interfere with any person's concurrent, lawful use of Community Garden or Park where such concurrent use does not conflict or interfere with Licensee's use.
- F. Alterations. Upon thirty (30) days notice to Licensee in the manner established herein, City shall have the right to make alterations to Community Garden and/or to construct or locate landscaping, fixtures, structures, and/or any other improvements in or upon Community Garden or Park, except that City may undertake such alterations, construction, or improvements on an emergency or immediate basis without notice to Licensee where such action is necessary to protect the health, safety, and/or welfare of the public, or where such alterations, construction, or improvements will not unreasonably affect Licensee's use of Community Garden as set forth in this Agreement.
- G. **Right of entry.** City and City's contractors, employees, agents, and invitees, shall be authorized to, at all times, to enter the Community Garden and all storage areas for the purposes of inspection for compliance with the terms of this Agreement and for the exercise of City's rights hereunder, the posting of notices, and for all other lawful purposes. The parties shall supply each other with keys and any other instruments necessary to allow mutual entry onto the Community Garden and all storage areas.

### VI. General provisions.

- A. Acceptance as is. Licensee acknowledges that Licensee has inspected the Community Garden and does hereby accept the Community Garden as being in good and satisfactory order, condition, and repair. It is understood and agreed that City makes no warranty or promise as to the condition, safety, usefulness or habitability of the Community Garden, and Licensee accepts the Community Garden "as is."
- B. **No agency.** It is understood and agreed Licensee shall not be considered an agent of City in any manner or for any purpose whatsoever in Licensee's use and occupancy of Community Garden and/or any activity undertaken with regard to Community Garden, to Park, or to this Agreement. Neither Licensee nor any officer, employee or agent thereof shall be deemed an employee of City. Licensee shall have no authority or responsibility

to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

- C. Breach; cure; termination. If Licensee is in breach or default of any of the terms, covenants or conditions of this Agreement and Licensee fails or refuses to cure such breach or default within three (3) days of written notice thereof, or if City determines that termination is in the best interest of the City, this Agreement, and all rights of Licensee in and to Community Garden, at City's option, may be deemed terminated and forfeited without further notice or demand. In the event of termination of this Agreement, Licensee shall forfeit any right to harvest produce planted and any right to the proceeds thereof, except that where termination occurs due to City's determination that termination is in the best interest of the City, Licensee may request that City permit termination after Licensee's harvest, which permission shall not be unreasonably withheld. In the event of termination, City shall provide Licensee with fourteen (14) days to, at the time and manner as may reasonably be required by City, remove its tools, equipment, and shed from Park. If any tools, equipment, or the shed remain in Park following this period, such items shall be deemed abandoned and shall be owned by City.
- D. Force Majeure. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.
- E. No waiver. City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Licensee.
- F. No obligation. By the granting of this lease, City does not in any way bar, obligate, limit, or convey any warranty with regard to any action relating to development or operation of Community Garden or Park.
- G. No third-party beneficiaries. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- H. No assignment. Licensee shall not assign, sublet, subcontract, or transfer its rights or responsibilities hereunder without the express written consent of City. Should Licensee cease to exist as an organization, this Agreement and all rights granted to Licensee hereunder shall be void.
- I. **Annual review.** Between November 1 and December 31 of each year, Licensee and City shall together review the year to address any problems which may have arisen and to discuss possible changes to improve matters regarding the parties' joint use of Community Garden.

- J. Notices. All notices to be provided under this Agreement shall be in writing and addressed as follows:

   <u>Licensee:</u>
   <u>City:</u>
   Discovery Co-Operative Gardeners
   Chris Verkerk, President
   2465 E. Springwood Dr.
   Meridian ID 83642
   Meridian ID 83642
   Motices shall be in writing and sent by U.S. mail to the address specified above. Notice shall be deemed to have been given upon deposit in the U.S. mail.
- K. Amendments. This License may only be amended by mutual written agreement of the parties.
- L. City Council approval required. This lease shall not be effective until it is approved by resolution of the City Council and executed by the Mayor.
- M. Entire agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, leases, 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.

LICENSEE:

03/25/2024

Chris Verkerk President, Discovery Co-Operative Gardeners

**CITY OF MERIDIAN:** 

Attest:

BY:

Robert E. Simison, Mayor

Chris Johnson, City Clerk



**ITEM TOPIC:** Memorandum of Understanding Between the City of Meridian and the Idaho Transportation Department for grant funding of the Linder Road Overpass Project



Mayor Robert E. Simison

City Council Members:

Joe Borton, President Liz Strader, Vice President Doug Taylor John Overton Anne Little Roberts Luke Cavener

March 26, 2024

### MEMORANDUM

TO:	Mayor and City Council
CC:	Emily Kane, David Miles, Bruce Freckleton
FROM:	Caleb Hood, Deputy Director $\mathcal{CH}$
RE:	Linder Road Overpass – ITD Grant MOU

### **Recommended Council Action:**

Authorize the Mayor to sign the attached Memorandum of Understanding (MOU) with the Idaho Transportation Department (ITD).

### **Background:**

The 2023 Idaho Legislature appropriated \$100M to be used on local roads throughout the State to mitigate the impacts of adding new connections of state highways to interstate highways. Last summer, the City applied for a grant through the State's Strategic Initiatives Program to help offset the costs of the Linder Road Overpass project. ITD received 127 applications, seeking \$293M in transportation funding from communities around the State.

In December, the ITD Board voted to award the City \$4.3M for the Linder Road Overpass project. Earlier this year, ITD sent the City an award letter (attached) and a Memorandum of Understanding (MOU, attached) outlining both the City's and ITD's scope of responsibility for the subject grant.

Staff from the City's Legal and Community Development Departments have reviewed the MOU and recommend approval. City Staff is currently working with ACHD on supplemental agreements to facilitate the acceleration construction of the Linder Road project as a whole, including spending and reporting on the grant according to our application (attached) and grant award terms.

## MEMORANDUM OF UNDERSTANDING BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF MERIDIAN

To provide the agreement guidelines for the Idaho Transportation Department (ITD) and the City of Meridian (GRANT RECIPIENT), hereinafter "Party" or "Parties", in cooperative endeavors within each agency's scope of responsibility related to the FY2024 Strategic Initiatives Program Local Transportation Grant Program.

### **AUTHORITY:**

Idaho Code 40-719 created the Strategic Initiatives Grant Program and established the Strategic Initiatives Grant Program Fund, and Senate Bill No. 1189 appropriated funds to ITD for FY2024. Idaho Code section 40-317 and Idaho Code sections 67-2326 through 2333 and 67-2339.

### AWARD AMOUNT AND PROJECT DESCRIPTION:

\$ 4,305,388.70 is approved from the Strategic Initiatives Grant Program for Grant Recipient's project as described in their application attached as Exhibit A for Linder Overpass and Roadway Corridor Improvements.

### **ITD RESPONSIBILITIES:**

- 1. To ensure the Strategic Initiatives Grant Program is used to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of ITD to facilitate funding.
- 2. Review Grant Recipient's provided information outlined below and concur in project readiness before processing fund transfer(s) from the Strategic Initiatives Grant Program Fund to the Grant Recipient, and process funding transfer within 30 days of approving the Grant Recipient's request for construction funding.
- Report annually to the transportation and defense committee of the House of Representatives and the transportation committee of the Senate of the Legislature regarding the Strategic Initiatives Grant Program.

### **GRANT RECIPIENT RESPONSIBILITIES:**

- 1. Utilize Grant funding to complete project scope within allotted cost and schedule as described in Grant Recipient's application included as Exhibit A.
- 2. Provide account routing information for the transfer of the Strategic Initiatives Grant Program award.
- 3. Follow all applicable state laws governing the expenditures of state funds.
- 4. Submit construction-ready plans to ITD, including a construction schedule and request for construction funding.
- 5. Follow State procurement rules for advertising, bidding and award of contracts.
- 6. Provide construction oversight and project administration.

- 7. Provide an annual update on the project status no later than September 30, beginning in 2024.
- 8. Complete project construction, including any change orders or other contract adjustments.
- 9. Provide a final close-out report including a summary of project accounting, with before and after pictures upon project completion.
- 10. Responsible for answering media, public or government inquires related to the expenditures of these funds.

### LIMITATIONS:

Nothing in this MOU between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States. Nothing in this MOU shall be construed as expanding the liability of the Parties. In the event of a liability claim, each Party shall defend their own interests. No Party shall be required to provide indemnification of the other Parties.

### **EFFECTIVE DATE:**

This MOU shall become effective upon the most recent signature by authorized representative of the Director, Idaho Transportation Department, and the authorized representative for the Grant Recipient, and will remain in force unless formally terminated by both Parties.

### METHOD OF AMENDMENT OR TERMINATION:

Amendments or requests for termination of this MOU may be proposed in writing at any time by any Party. Amendments will become effective upon signature by all Parties to this MOU and shall be attached to this MOU and made a part thereof.

### **CONFLICTING PROVISION:**

If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU be enacted, then that conflicting provision in the MOU shall be deemed null and void. In the event any provision of this MOU is determined null and void, all remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: \_\_\_\_\_, 2024

**IDAHO TRANSPORTATION DEPARTMENT** 

**GRANT RECIPIENT** 

Dan McElhinney, Chief Deputy Director

Robert Simison, Mayor

# LINDER OVERPASS AND ROADWAY PROJECT

STRATEGIC INITIATIVES GRANT PROGRAM LOCAL TRANSPORTATION PROJECT GRANT APPLICATION August 30, 2023

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strong shows - Abertal monotopolitica

33 E Broadway Ave., Ste 102 Meridian, ID 83642 Phone: (208) 884-5533 www.meridiancity.org/compplan



## 1. Provide a description of the proposed project. Include the importance and need of the project, the regional benefit, and the overall impact to the local transportation system.

In April 2021, Meridian City Council approved a budget allocation of \$2.5 million dedicated to building the much-needed Linder Road at I-84 overpass. In August of 2021, the Ada County Highway District (ACHD) in partnership with City of Meridian and the Idaho Transportation Department (ITD) initiated design of improvements for Linder Road, Franklin Road and Overland Road including the overpass.

The current design, which is being completed by Keller Associates, includes an overpass spanning Interstate 84 and widening Linder Road with additional travel lanes and facilities for those that walk, bike, and roll. The design also includes intersection upgrades at Overland Road and Franklin Road, as well as a new pedestrian signal near Peregrine Elementary.

The extension of Linder Road over I-84 will provide greatly improved connectivity between north and south Treasure Valley and afford another route for motorists, bicyclists, and pedestrians within the area. Moreover, by providing this connection it will alleviate growing congestion at the Ten Mile Road and Meridian Road Interchanges as vehicles are able to use this alternate route. This critical transportation improvement would help to improve emergency response times by providing greater connectivity and access in the area and connect nearby neighborhoods to the school in project location.

More information can be found on the ACHD project webpage at this link: <u>https://engage.achdidaho.org/linder-road-overpass-franklin-road-to-overland-road</u>



### Project Map:

**2.** Provide project scope, construction limits and permits, schedule and estimated project cost. <u>Scope includes:</u>

- A new four (4) lane I-84 overpass with pedestrian and bike facilities on both sides to be done in coordination with ITD
- Widening Linder Road, Franklin to overpass/I-84 from two to five lanes to be done in coordination with ACHD
- Extending Linder Road from Overland to the new overpass/I-84 to be done in coordination with ACHD
- Adding multi-use pathways for pedestrians and bicyclists on both sides of the roadway as per the adopted ACHD Bike Master Plan and the 2020 Capital Improvement Plan (CIP)
- Installing an enhanced pedestrian crossing on Linder Road near Waltman Street
- Replacing bridges over both the Tenmile Creek and Kennedy Lateral
- Rebuilding the Linder/Overland intersection for better multi-use pathway connection as well as ADA compliance
- Realign west section of Verbena Drive

### Schedule and Cost:

Design Year: 2022-2024 (Funded) \$1.8 Million Right-of-Way Year: 2024-2025 (Funded) \$5.5 Million Construction Year: 2026 \$17.5 Million Total Project Cost: \$24,800,000

## 3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.

A vast majority of the required right-of-way (R/W) required for this project already exists. However, some additional acquisition will be required to realize the roadway widening portion of this project. The Ada County Highway District has the right-of-way funding is programmed for 2024-2025. Although R/W is scheduled for 2024-2025 ACHD has already started conversations with property owners who are heavily impacted by the project. Right-of-way plans are expected to be delivered in early winter of 2024, at which time ACHD will begin the process of acquiring R/W.

Idaho Transportation Department owns the right of way required for their portion of this project, the overpass of I-84.

# **4.** Are your engineering plans ready to bid or will they be ready within 6 months of grant award? **Provide explanation of progress to date, and evidence of current project development (plan set).** Engineered plans are being developed at this time, and 99% design will be completed early-2024.

Thirty-percent (30%) design plans were completed in the fall of 2022. The initial public involvement meetings were completed in the spring of 2023. The project is advancing through 75% design which was received in August 2023, and a second series of public involvement meetings will occur in the fall of 2023. ROW plans are expected to be delivered in winter of 2024. The 95% design will be delivered after ROW plans are complete.

# 5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)

With Meridian serving as a central connection in the County, citizens continue to request more road improvements allowing more efficient north-south travel within the County for all users. Construction of an I-84 overpass at Linder Road will address significant transportation infrastructure needs in Ada County. The City of Meridian, despite having no dedicated funding source for road improvements, had continued to champion this project for over 15 years.

The City of Meridian has a long history of steady growth, averaging a year-over year growth rate of about 6 percent over the past 25 years. Meridian has added over 8,000 new dwelling units in the last 3 years, accounting for over half of the County's growth in the same time. The City has also added over 4.4 million square feet of commercial space in the last three years. As Meridian and the region continue to grow, the transportation network will require expansion.

Linder Road Overpass (Linder OP) represents one of three overpasses identified as a priority for the unfunded state system identified in the Community Planning Association of Southwest Idaho's (COMPASS) regional long-range transportation plan, Communities in Motion 2040 2.0. Of those three projects, Linder Road is the only one without an existing overpass. Additionally, COMPASS has provided preliminary modeling information and Ada County Highway District (ACHD) has done a preliminary evaluation for widening of Linder Road from Franklin Road over the Interstate to Overland Road.

An extension of Linder Road over I-84 will provide greatly improved connectivity between north and south Treasure Valley and afford another route for motorists, bicyclists, and pedestrians within the area. Moreover, by providing this connection it will alleviate growing congestion at the Ten Mile Road and Meridian Road Interchanges as vehicles are able to use this alternate route.

Having an overpass of I-84 at Linder will become even more critical in the coming years as Amazon and Federal Express are both building significant distributions centers on Franklin Road between Linder Road and Ten Mile Roads, adjacent to the West Ada School District bus facility and Republic Services' Meridian location with a regional transfer station. Amazon and Federal Express alone are projected to add over 1,700 vehicle trips per day onto the existing system.

This overpass will alleviate existing barriers to efficient movement of people, goods, and services; excessive out of direction travel and signal delays for local trips; currently reduced emergency response reliability and services levels; and unnecessary trips on adjacent I-84 interchanges. Regionally, this bridge will also fill the last gap in the Linder Road corridor and would be the longest unbroken north-south arterial in Ada County, connecting the foothills to the Snake River. Unquestionably, a huge boost for commerce and travel interconnectivity.

City leadership has discussed this project with the leadership at ITD, Ada County, ACHD, and West Ada School District and each agency has stated support for this project.

6. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters)

ACHD received community support from the initial public outreach. There were 2,300 website views and 350 survey responses. 69.3% responded in favor of the project design; (4.3% were unsure of the project design). Further information on the community outreach can be found on the project webpage at this link: <u>https://engage.achdidaho.org/linder-road-overpass-franklin-road-to-overland-road</u>.

Further, the City has received tremendous support from stakeholders on the Linder Overpass Task Force. These members have been active on the Task Force and advocating for the Linder Road Overpass realization since the Task Force's inception in May 2021.

Name	Agency
Robert Bennett	Republic Services
Todd McFarlane	Kendall Auto
Beau Manwaring	Hawkins Co.
Lisa Bachman	JUB Engineers
Sean Evans	Meridian Chamber of Commerce
Wayne Hammon	Associated General Contractors Idaho
Dave Reinhart	West Ada School District
Matt Stoll	COMPASS
Charlie Roundtree	Past City Council Member
Brent Moore	Ada County
Joe Stear	Mayor, City of Kuna
Doug Hansen	City of Kuna
Jace Hellman	City of Kuna

### Letters of Support Attached:

- Ada County Highway District
- West Ada School District
- Meridian Police and Fire Department
- Meridian Chamber of Commerce

### **Other Attachments:**

- Linder & I-84 Overpass 75% design situation and layout (S&L) acceptance from ITD
- Linder & I-84 Overpass 75% design S&L with minor revisions from latest project team meetings
- Linder, Franklin to Overland Widening 75% design plans



May 16, 2023

Brian McCarthy Ada County Highway District 3775 Adam Street Garden City, Idaho 83714

Re: Linder Rd. over I-84 Bridge Situation and Layout

Dear Brian:

Enclosed is one print each of the Situation and Layout Drawing # 18146, Sheets 1 - 10, for the structure on this project.

ITD Bridge accepts the Situation and Layout as noted. You may inform the Consultant to proceed with the final design unless other agencies have unresolved comments.

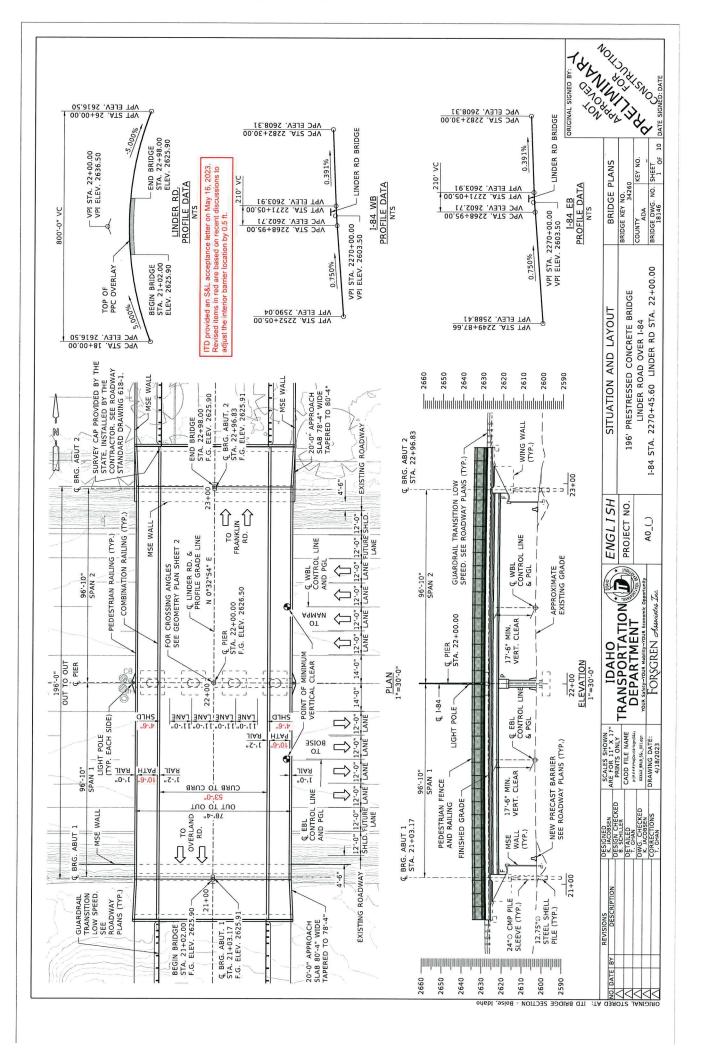
If you have any questions, please contact me at 208-334-8547.

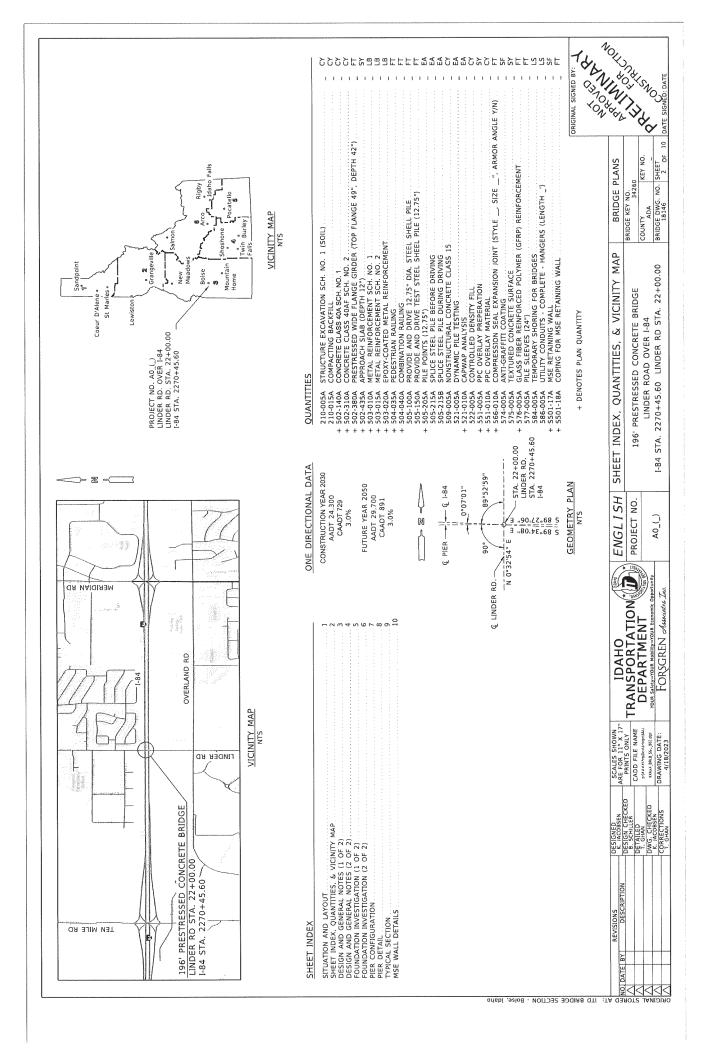
Sincerely,

Shanon Murgoitio, P.E. Bridge Section

Enclosure

cc: Aaron Bauges, ITD D1





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 \*\*\*\* SEE THE GEOTECHNICAL ENGINEERING REPORT

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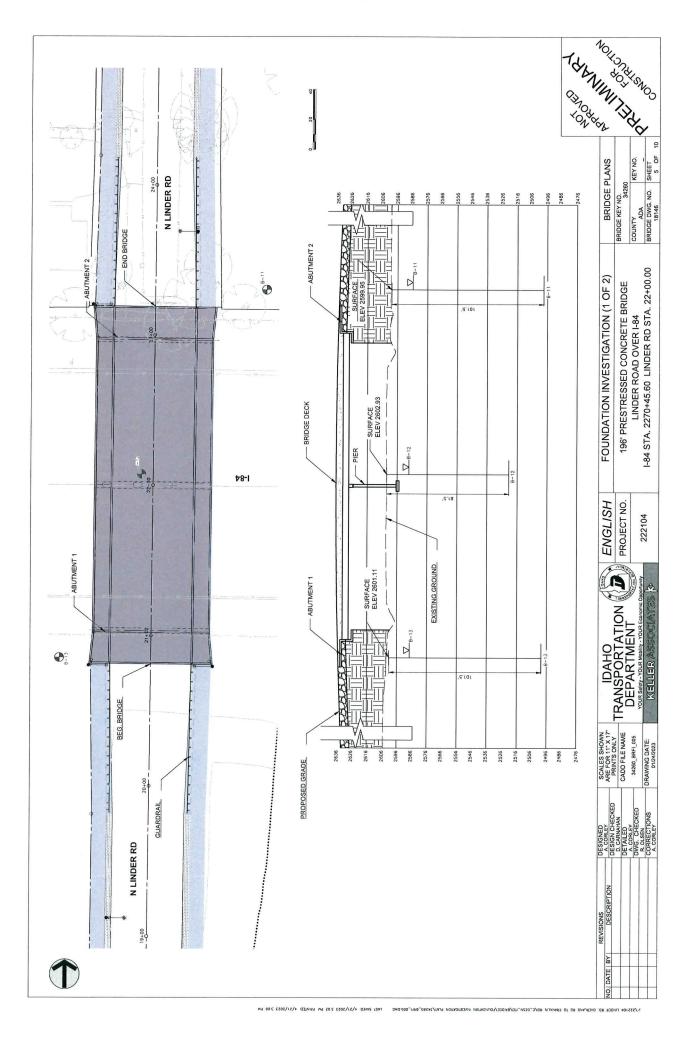
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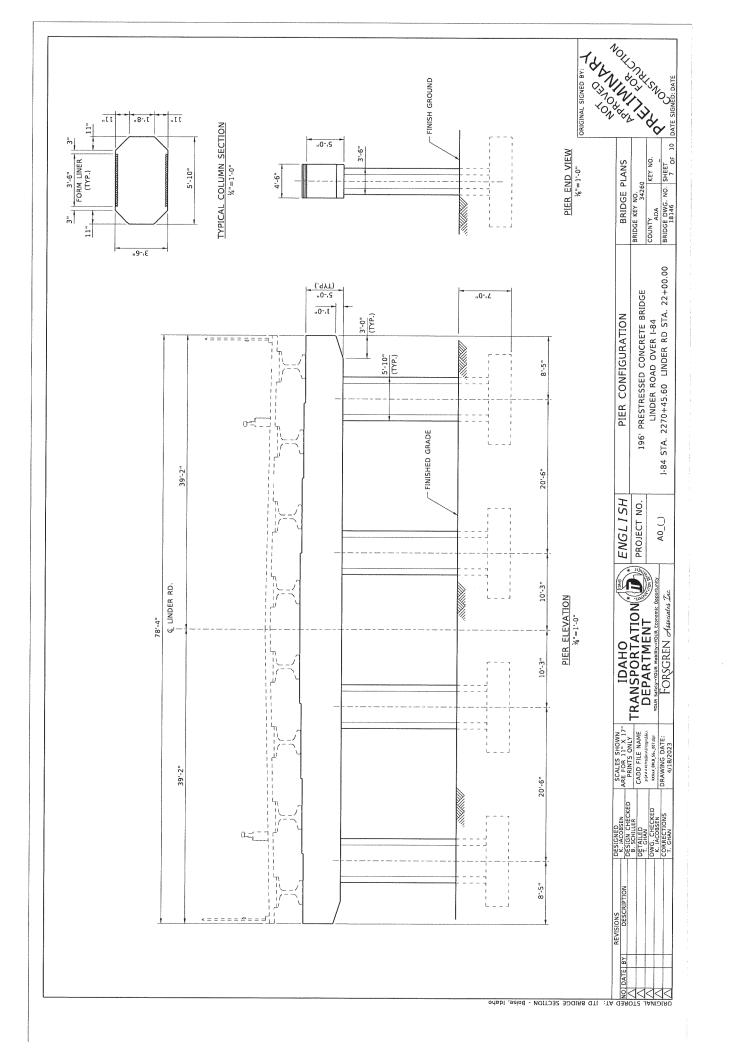
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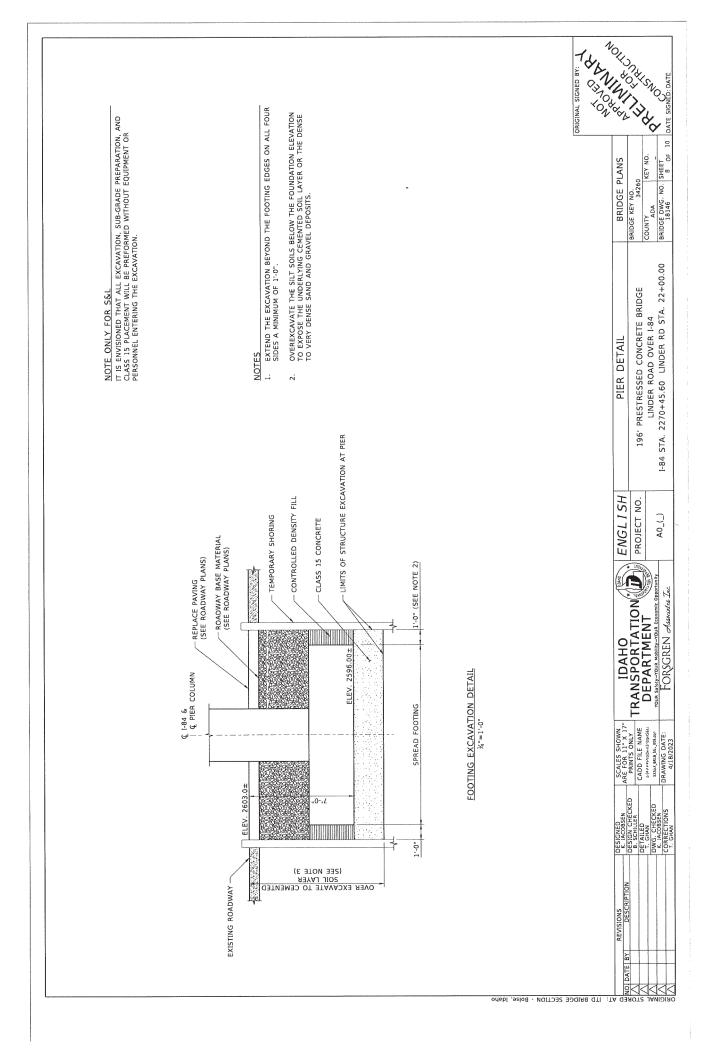
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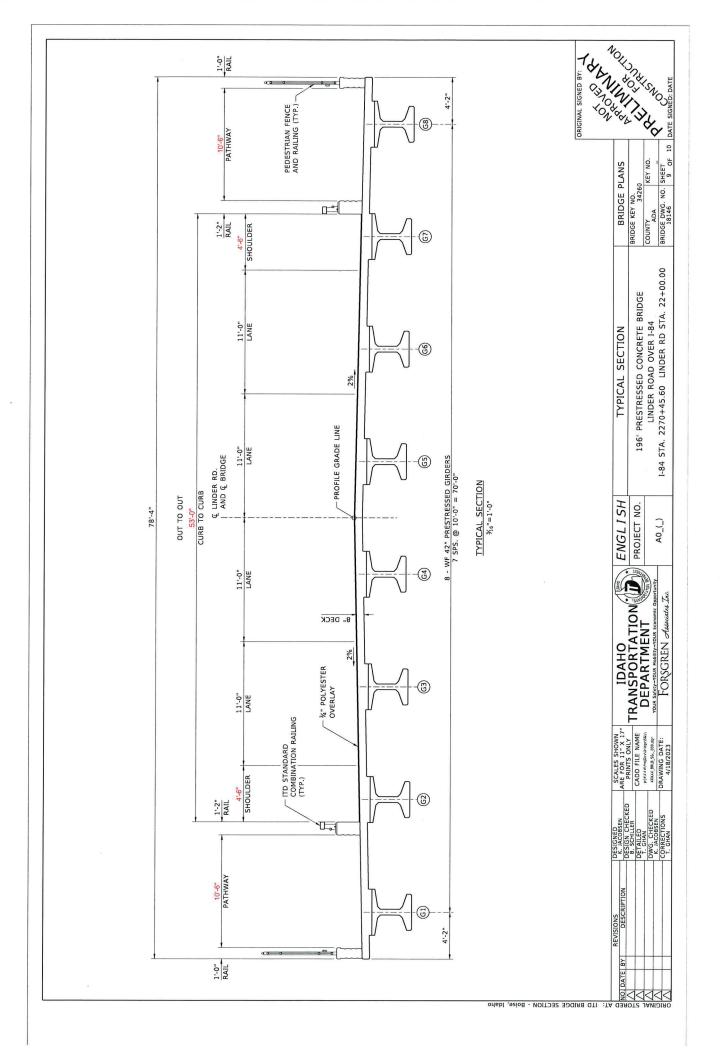
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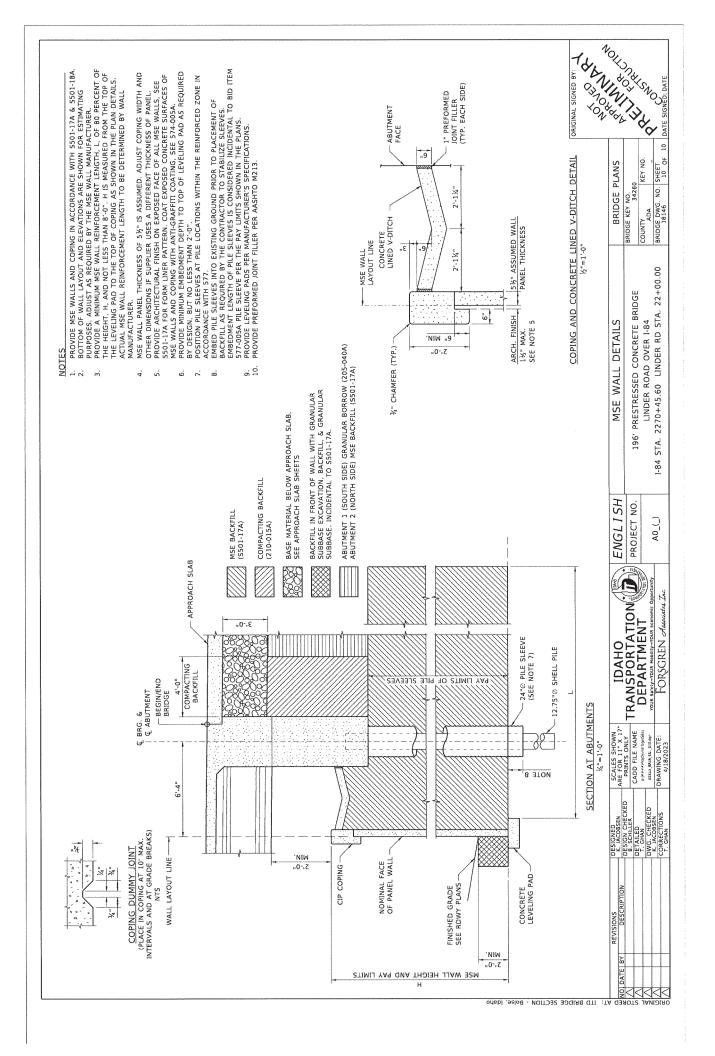


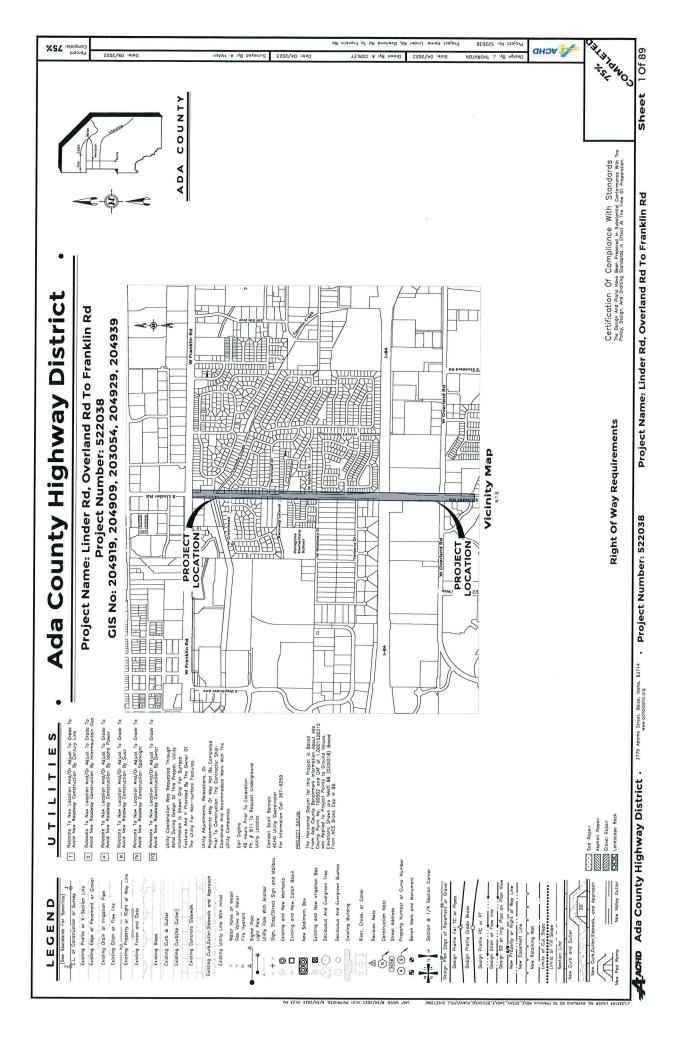
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Right Of Way Required		48018	41730	4841	40946	40946							1082	68	0/5	210/	3581	2144	2770								229	503		667	707	666	1319	3198	323	488	653	2144	1892	1995	14/3	1216
Prescriptive ROW	(36)																																									
Assessed Ownership	841884	48918	41730	41643	40946	40946	5532	5619	5619	8059	3877	6534	2178	13547	1/80 5027	52141	77101	65340	84506	10977	14767	11151	143/5	8756	8756	9235	1655	4443	9322	30497	38638	41513	120661	65993	48787	24219	47045	13068	593941	12197	10/11	10019
Address	1690 W Overland Rd Meridian ID 83642-0000		1155 S Linder Rd Meridian, ID 83642-0000	1655 W Verbena Dr Meridian, ID 83642-0000	995 S Linder Rd Meridian, ID 83642-0000	865 S Linder Rd Meridian, ID 83642-0000	798 S Malachite Ave Meridian, ID 83642-0000	784 S Malachite Ave Meridian, ID 83642-0000	770 S Malachite Ave Meridian, ID 83642-0000	755 S Linder Rd Meridian, ID 83642-0000	W Gander St Meridian, ID 83642-0000	1612 W Gander St Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	1629 W Bayeux Dr Meridian, ID 83642-0000	W Bavery Dr Meridian ID 83642-0000	1650 W loshua In Meridian ID 83642-0000	515 S Linder Rd Meridian, ID 83642-0000	485 S Linder Rd Meridian, ID 83642-0000	465 S Linder Rd Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	428 S Malachite Ave Meridian, ID 83642-0000	422 S Malachite Ave Meridian, ID 83642-0000	236 S Malachite Ave Meridian, ID 83642-0000	3/4.3 Malachite Ave Meridian, ID 83642-0000	310 S Malachite Ave Meridian, ID 83642-0000	276 S Malachite Ave Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	250 S Malachite Ave Meridian, ID 83642-0000	245 S Linder Rd Meridian. ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	115 S Linder Rd Meridian, ID 83642-0000	1625 W Franklin Rd Meridian, ID 83642-0000	1535 W Franklin Rd Meridian, ID 83642-0000	N Linder Rd Meridian, ID 83642-0000	240 S Linder Rd Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	1580 W Overland Rd Meridian, ID 83642-0000	4115 Secondarii Aus Maridian, ID 83642-0000	441 S Spoonbill Ave Meridian, ID 83642-0000 455 S Spoonbill Ave Meridian. ID 83642-0000	461 S Spoonbill Ave Meridian, ID 83642-0000
Record Owner	Aspen Grove Holdings LLC	HK&M LLC	Michael D Bird	Larry E Towns	Lydia A Ferguison	Ashley Spiegelman	DNKN Trust 08/10/2018	Lee Family Trust 04/25/2007	Bradley K Simpson	Roundtree Place Homeowners Association	Roundtree Place Homeowners Association	Aden Muhidin	Tapestry Subdivision Association Inc	Transfer Subdivision Accession	Tapestry Subdivision Association Inc	Kenneth Grapatin & Julia Family Trust 01/14/2022	Tobias Woitke	National Power USA LLC	Carries Place LLC	Whitestone Estates HOA Inc	Michael J Hislop	Tom J Hislop	Lippe M Hihath	Larry E Pomerenke	Kenneth J Olguin	Jennifer O'Neill	Whitestone HOA	Whitestone HOA	Robin LSmith Virginia LGould	USA (Bureau Of Reclamation)	Open Door Rentals LLC	Open Door Rentals LLC	Open Door Rentals LLC	Jacksons Food Stores Inc	IFF Properties LLC	Crestwood Estates HOA Inc	Landing Owners Assoc Inc	Landing Owners Assoc Inc		Diano Mhoolor	Claudina Engle	June Harr
No. ID No.	S1214449107	R7192800710	R7192800700	R7192800676	R7192800240	R7192800010	R7594510010	R7594510020	R7594510030	R7594510040	R7594510050	R7594510060	R8618270160	0/T0/201004	R8618270020	+	R8956001690	R8956001620	R8956001072	R9375790020	R9375790070	R9375790060	00006/6/664	R9375790030	R9375790010	R9375760230	R9375760220	R9375760010	R9375760020	R895600351	R8956000224	R8956000222	R8956000210	R8956000020	S1213223015	R1608640150	K5135350160	R5135350010	S1213336185	B513530010	R5135360020	R5135360030
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Sheet 3 of 89

 
 T u R E s ·
 OWNERSHIP TABLE NO. 1

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 Dren Br. A Colloy
 Dute: 04/2023

 Project Name: Linder Rd, Overland Rd To Franklin Rd
 • DETAIL TITLE • • 5 1 0 N A Design By: J. Therman bate: 05/2023 3775 Adams Street, Boise, Idaho, 83714
 www.ochdidaho.org 🍂 Ada County Highway District

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Remaining	<b>Ownership Size (SF)</b>	9206	8803	8431	8399	9319	9418	13020	5097	14244	12110	90343	11718	10019	8931	37966	7013	6011	6011	6011	6142	1671	8407	66821	5009	5009	5009	5009	5140	5227	5227	5140	2009	6403	7362	12632	34008	188615	45128	22477	43560	52795	17598	75185
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	(SF)																																											
Assessed Ownership Prescriptive ROW	Size (SF)	10454	10019	9583	9583	10890	11326	14375	2007	14244	12110	90343	11718	10106	9017	38028	7013	6011	6011	6011	6142	7971	8407	66821	5009	5009	5009	5009	5140	5227	5227	5140	5009	6403	7362	12632	94569	188615	45128	22477	43560	52795	17598	75185
	Address	479 S Spoonbill Ave Meridian, ID 83642-0000	501 S Spoonbill Ave Meridian, ID 83642-0000	519 S Spoonbill Ave Meridian, ID 83642-0000	547 S Spoonbill Ave Meridian, ID 83642-0000	563 S Spoonbill Ave Meridian, ID 83642-0000	1577 W Pintail Dr Meridian, ID 83642-0000	548 S Linder Rd Meridian, ID 83642-0000	1522 Joshua St Meridian, ID 83642-0000	W Joshua St Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	660 S Linder Rd Meridian, ID 83642-0000	726 S Linder Rd Meridian, ID 83642-0000	1546 W Gander Dr Meridian, ID 83642-0000	1547 W Gander Dr Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	823 S Spoonbill Ave Meridian, ID 83642-0000	855 S Spoonbill Ave Meridian, ID 83642-0000	867 S Spoonbill Ave Meridian, ID 83642-0000	881 S Spoonbill Ave Meridian, ID 83642-0000	937 S Spoonbill Ave Meridian, ID 83642-0000	955 S Spoonbill Ave Meridian, ID 83642-0000	1565 W Rainbow Trout St Meridian, ID 83642-0000	S Linder Rd Meridian, ID 83642-0000	1005 S Spoonbill Ave Meridian, ID 83642-0000	1019 S Spoonbill Ave Meridian, ID 83642-0000	1033 S Spoonbill Ave Meridian, ID 83642-0000	1047 S Spoonbill Ave Meridian, ID 83642-0000	1061 S Spoonbill Ave Meridian, ID 83642-0000	1075 S Spoonbill Ave Meridian, ID 83642-0000	1089 S Spoonbill Ave Meridian, ID 83642-0000	1103 S Spoonbill Ave Meridian, ID 83642-0000	1117 S Spoonbill Ave Meridian, ID 83642-0000	1131 S Spoonbill Ave Meridian, ID 83642-0000	1589 W Silver Salmon Dr, ID 83642-0000	1580 W Greenhead Dr Meridian, ID 83642-0000	1575 W Overland Rd Meridian, ID 83642	1750 S Linder Rd Meridian, ID 83642	S Spoonbill Ave Meridian, ID 83642	1554 W Elias Dr Meridian, ID 83642	1807 S Linder Rd Meridian, ID 836-42	1770 S Spanish Sun Way Meridian, ID 83642	S Linder Rd Meridian, ID 83642	1716 S Spanish Sun Way Meridian. ID 83642
	Record Owner	Connor Martin Rush	Molly Fernlund	Tyler J Purchase	Dayna Clough	Capri Lee Ann Younger	Riley Johnson	Abdul Sattar Al Zubaidi	Diana Kenig	Landing HOA Inc	Stetson Homes Inc	Stetson Homes Inc	Joni L Bryce	Kristy Bobish Thompson	Sherri Hasting	Blue Horizon HOA Inc	Terence R Johnson	Devin X Breining	Ashley Janellen Pentzer	Brittany Howard	Caleb Cook	Thomas M Weber & Susan A Living Trust	Bruce E Froman	Blue Horizon HOA Inc	Cheryl J Crowley	Fernando Jacuinde	Derek Giles	Gerosin Family Trust 05/03/2021	Lynn C Olson Revocable Trust	Christina Najmabadi	Kimball G&L Family Estate Trust	Camy LLC	Benny R Poole	Betty J Slevin	Mark A Riggs	Stephen L Craig	Aspen Grove Holdings LLC	S3 Investments LP	Fall Creek HOA INC	Miguel M Lopez	Louie D Shearer	Idaho Pacific Lumber Company Inc	Southridge Farm LLC	Southridge Farm LLC
Parcel ID Parcel Assessor	ID No.	RS135360040	R5135360050	R5135360060	R5135360070	R5135360080	R5135360310	R5135360330	R5135460440	R5135460460	R5135470020	S1213233966	R5135410200	R5135410210	R5135410340	R5464350010	R5464350090	R5464350080	R5464350070	R5464350060	R5464350050	R5464350040	R5464350030	R5464350390	R5464350400	R5464350410	R5464350420	R5464350430	R5464350440	R5464350450	R5464350460	R5464350470	R5464350480	R5464350490	R5464350500	R5135350020	S1224223501	S1224223551	R2737350120	R2737350220	S1223110500	R8048710052	R8048710045	R8048710075
Parcel ID	No.	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	99	67	68	69	70	71	72	73	74	75	76	11	78	79	80	81	82	83	8	85	86	87	88	68

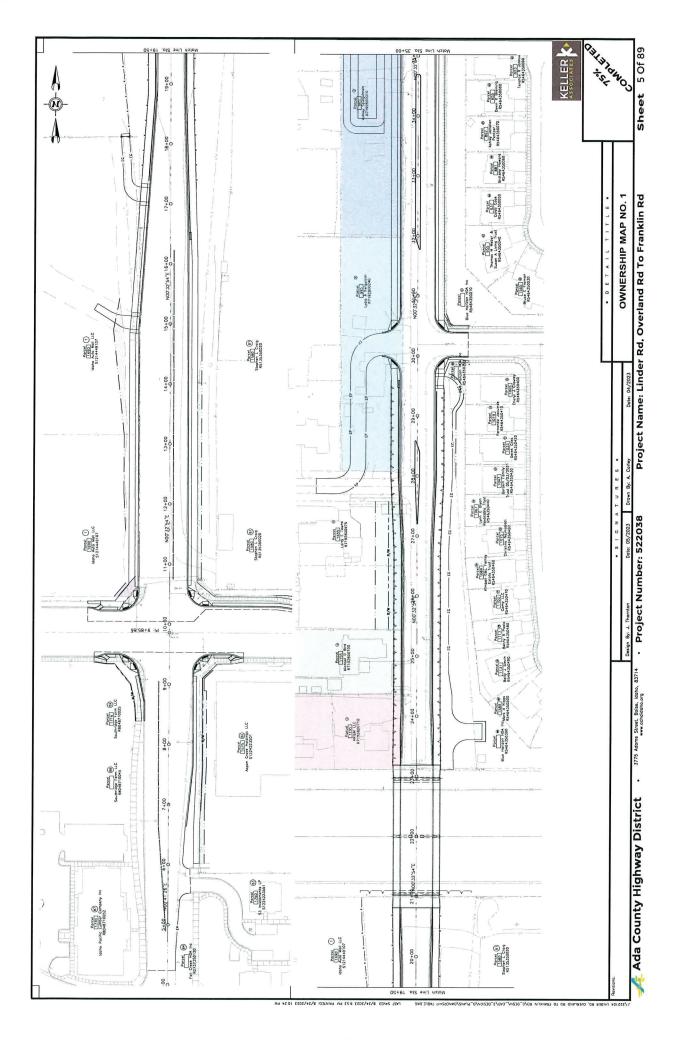
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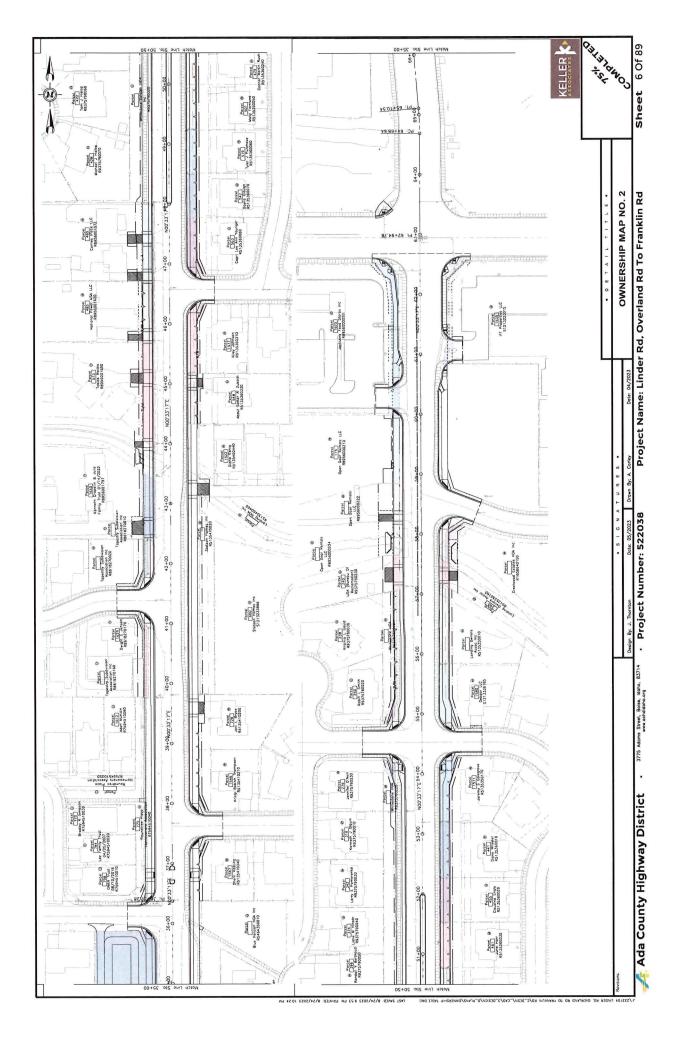
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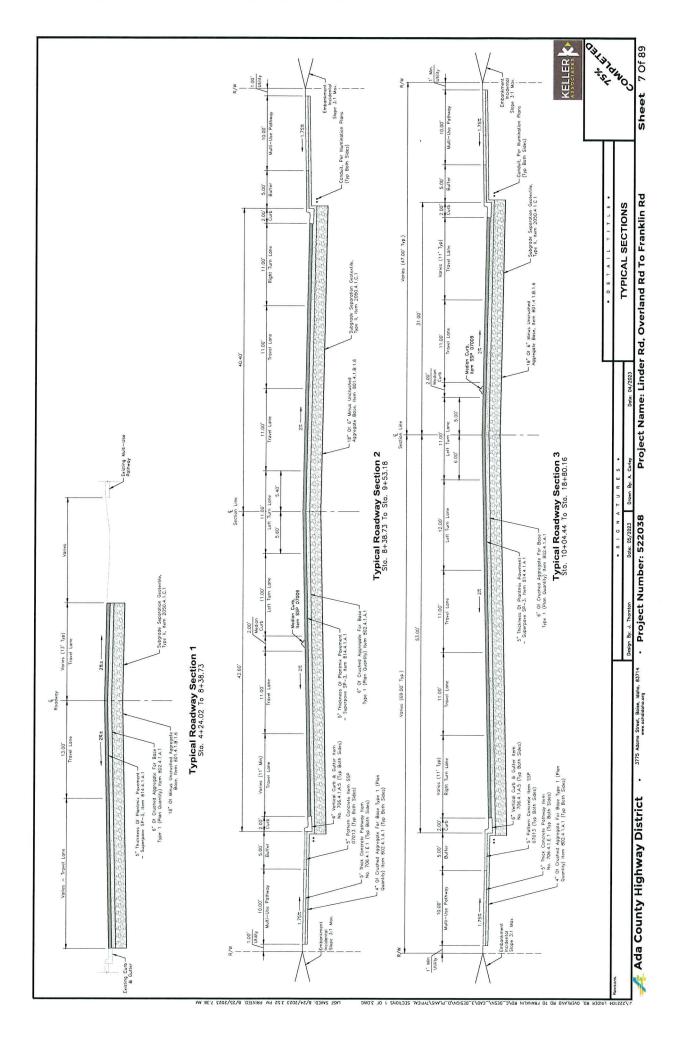
Sheet 4 Of 89 **OWNERSHIP TABLE NO. 2**  OWNERSHIP TABLE NO. 2
 Ownership TABLE NO. 2
 Date: 05/2023 Down By. A Cody Date: 04/2023
 Project Number: 522038 Project Name: Linder Rd, Overland Rd To Franklin Rd • D E T A I L T I T L E Ada County Highway District 🛛 3775 Alone Street, Beise, 1906, 13774

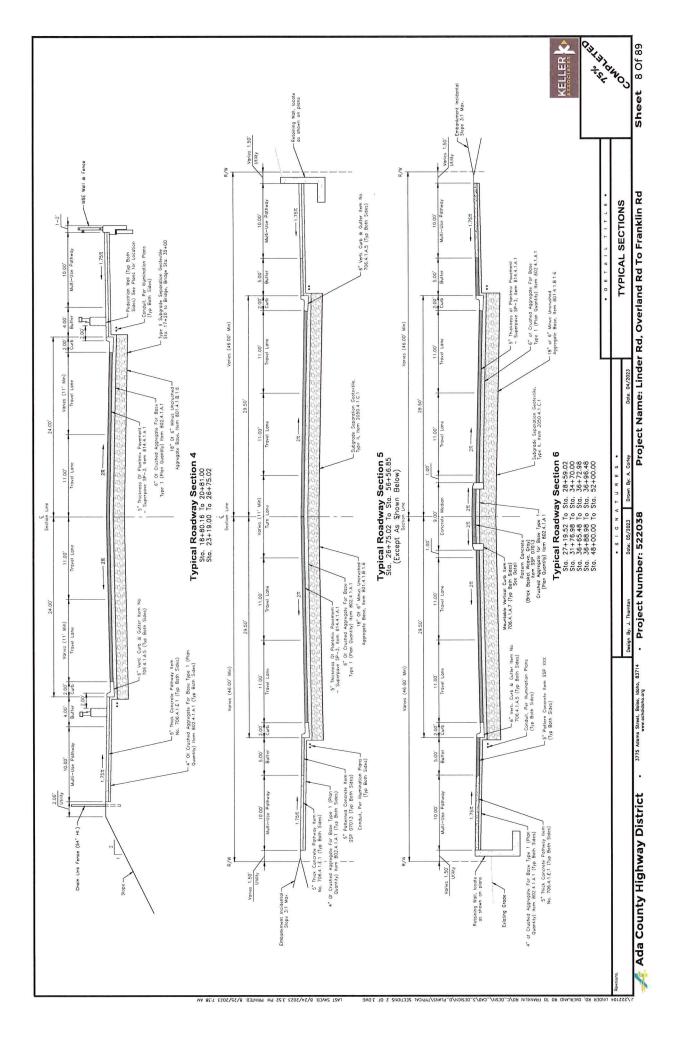
Cost stand

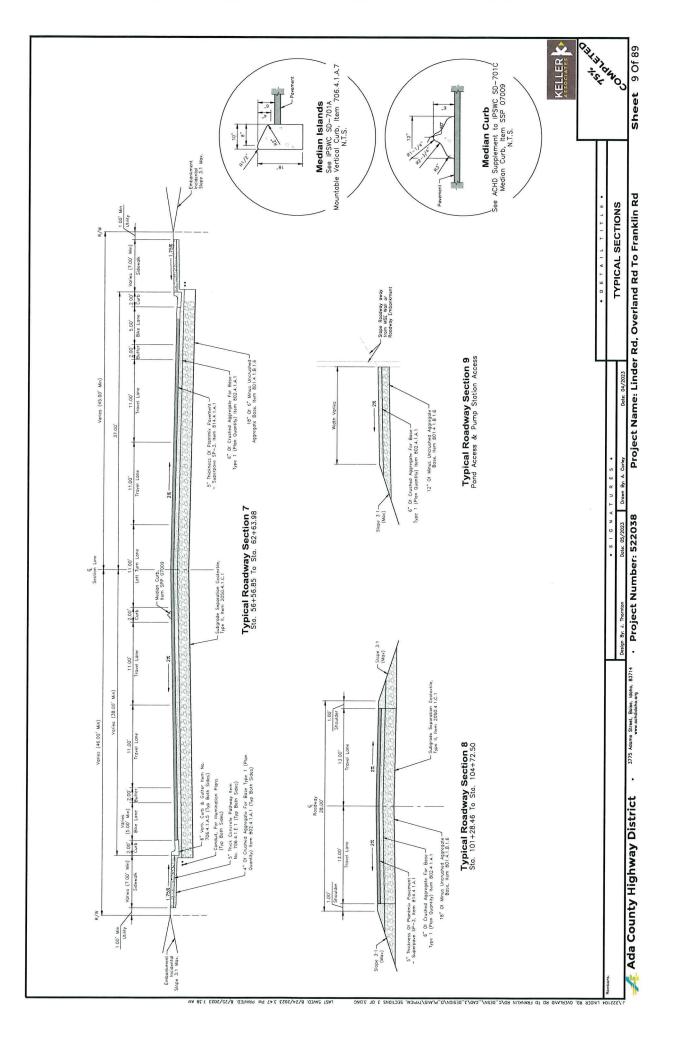
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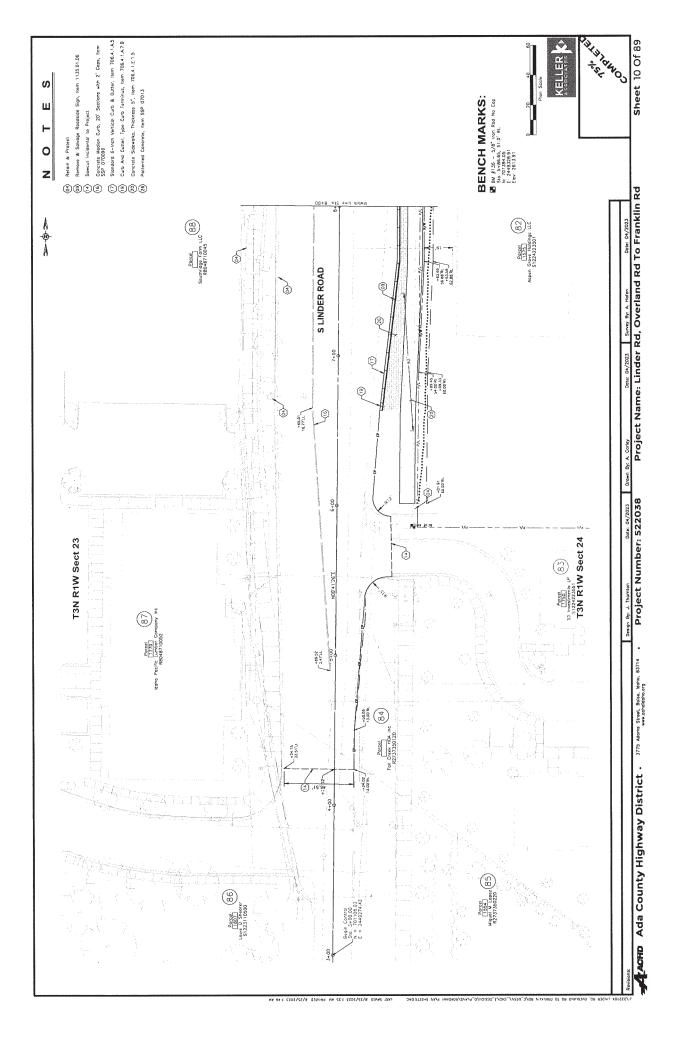


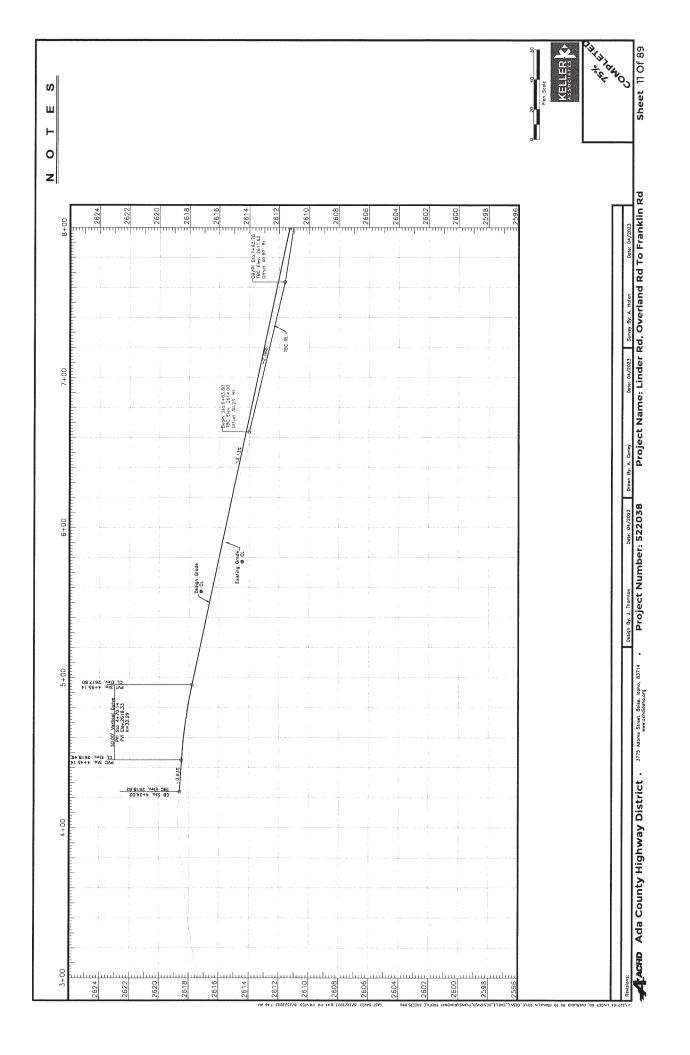


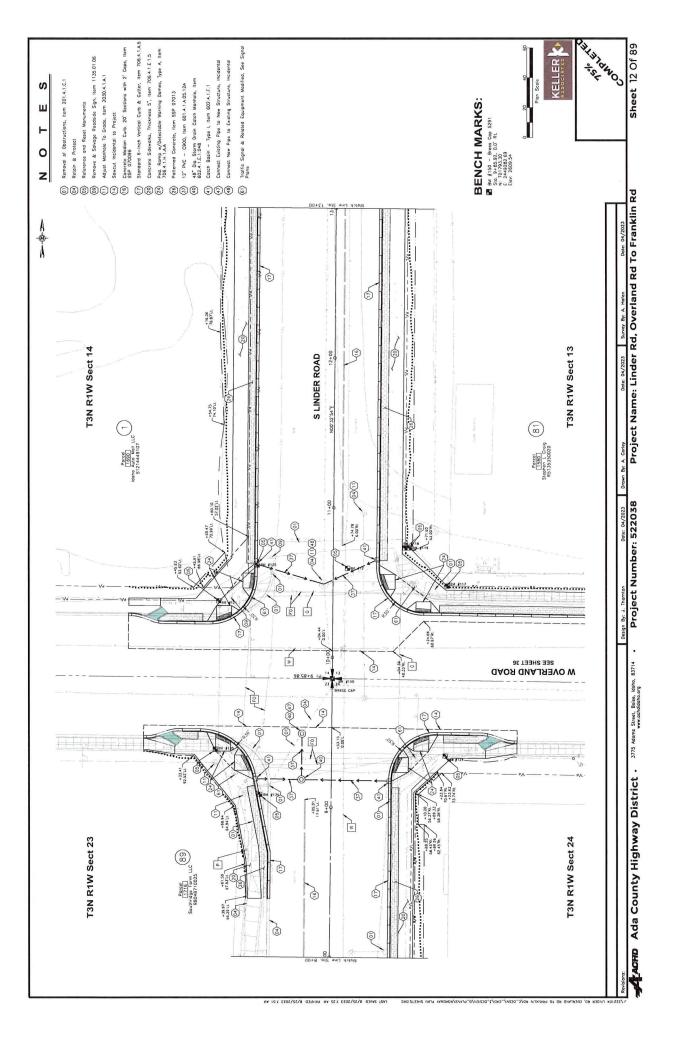


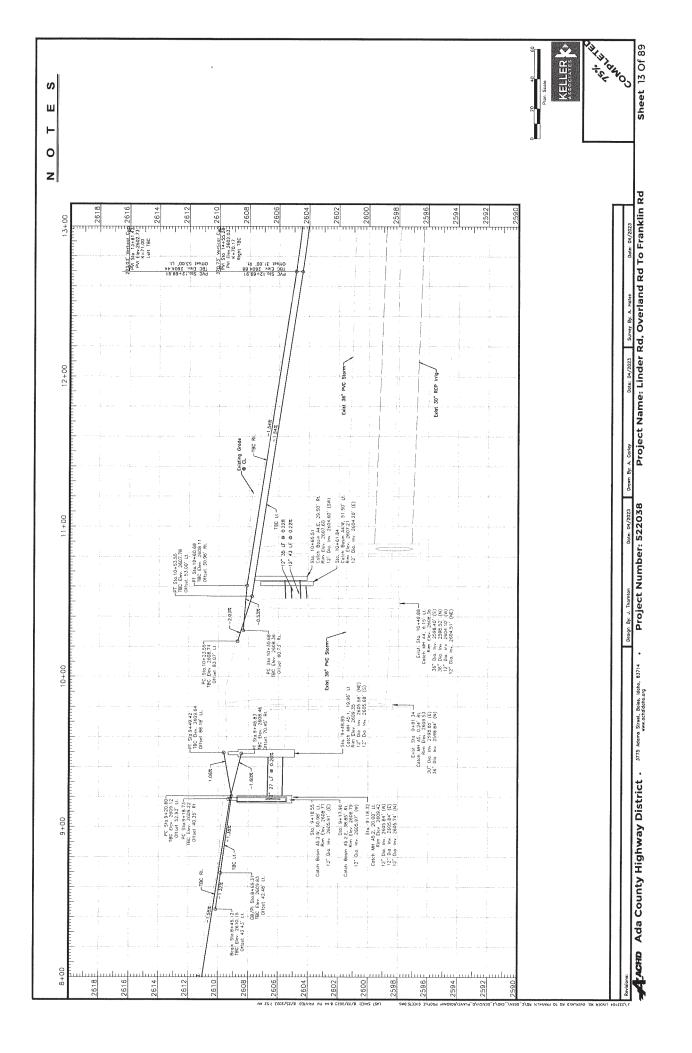


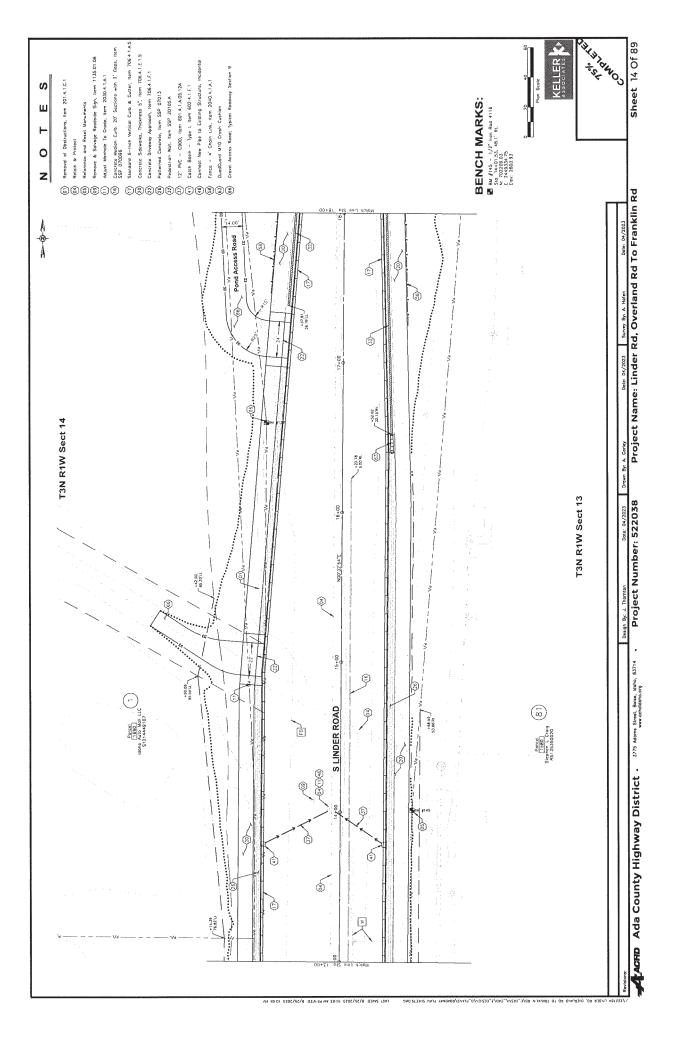


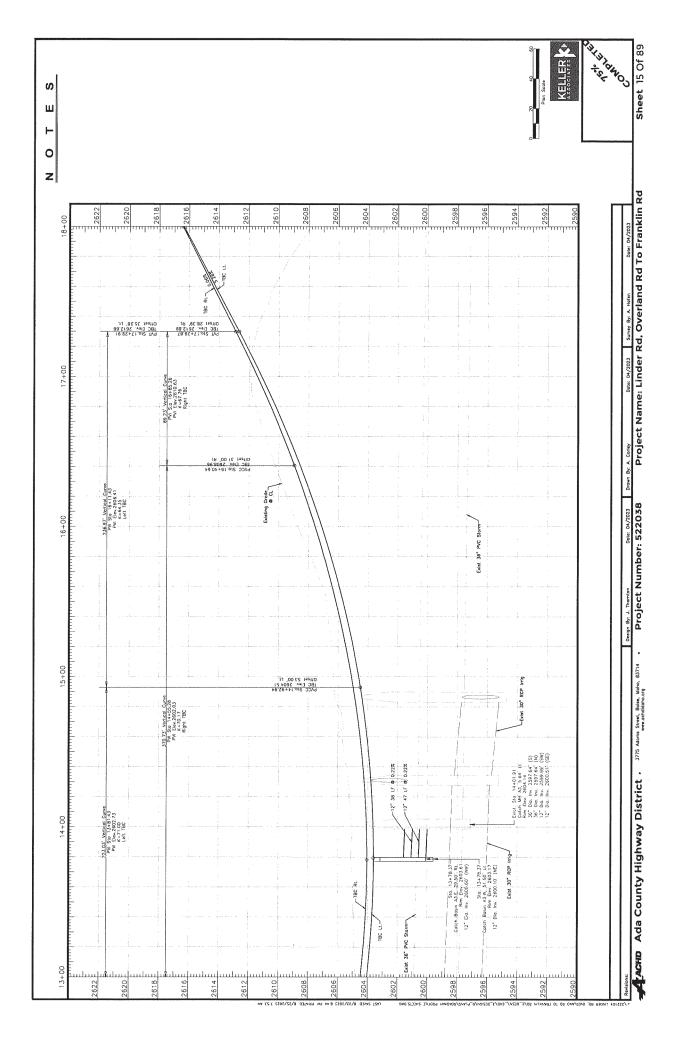


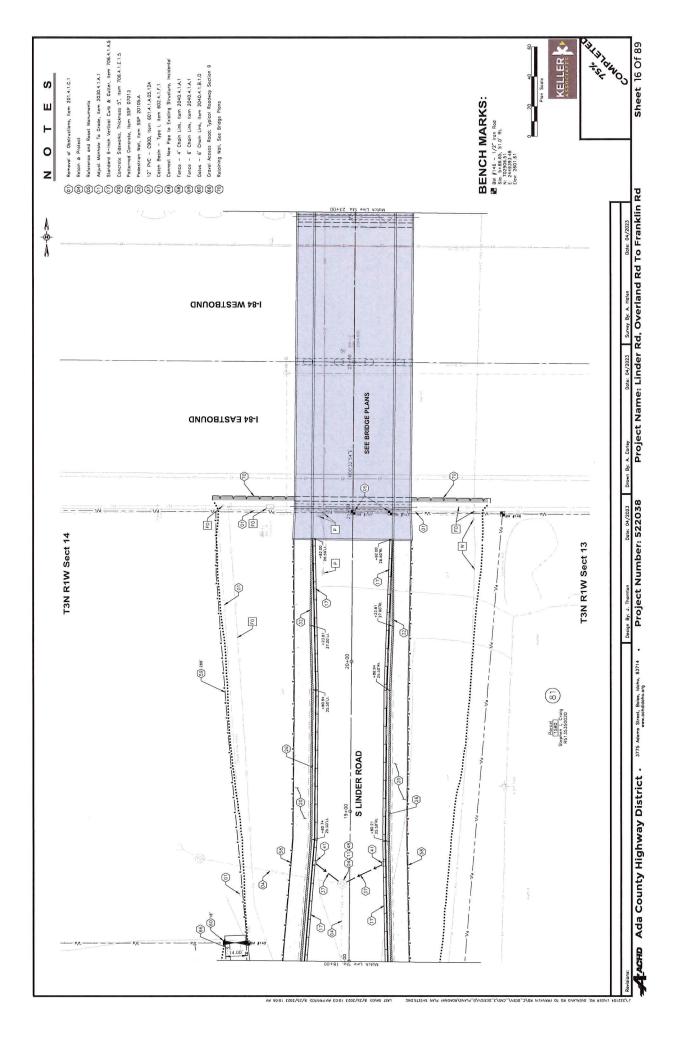


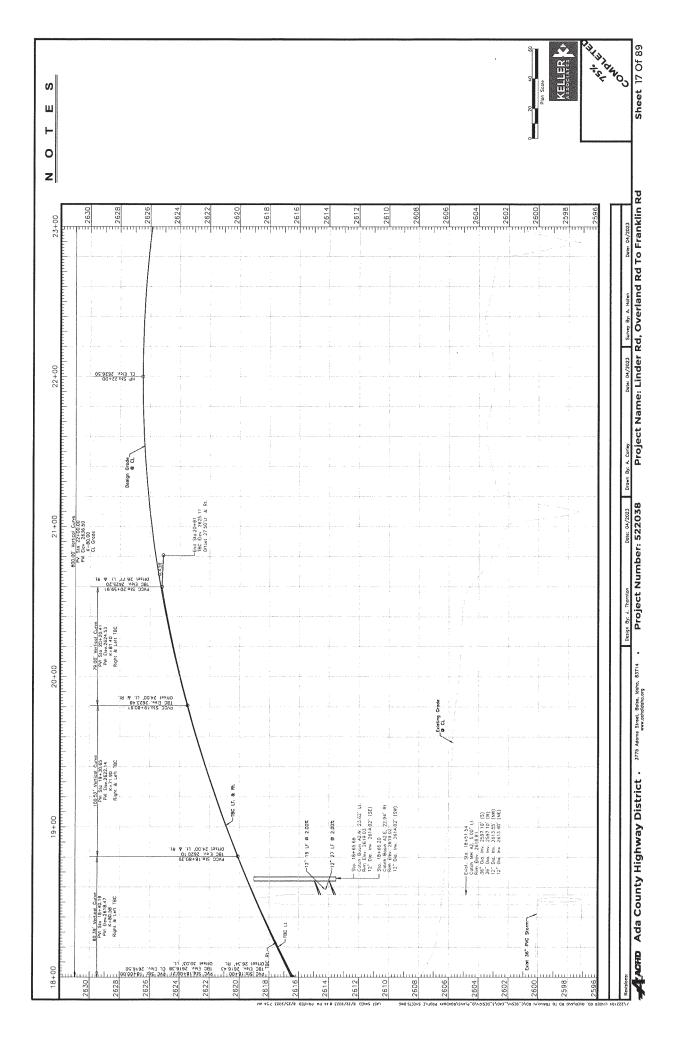


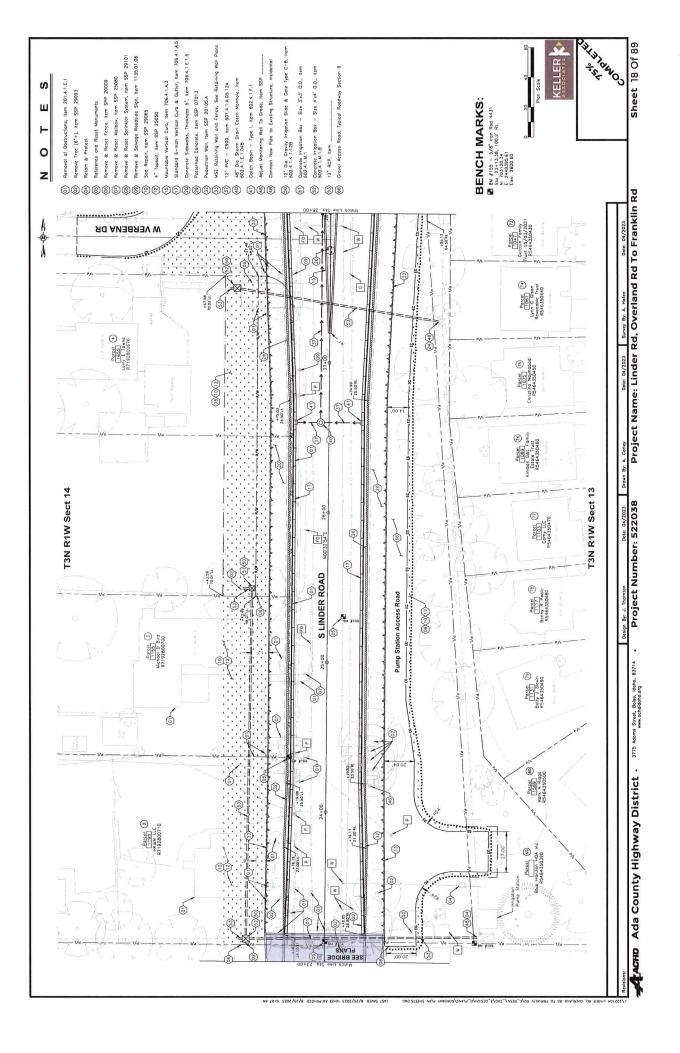


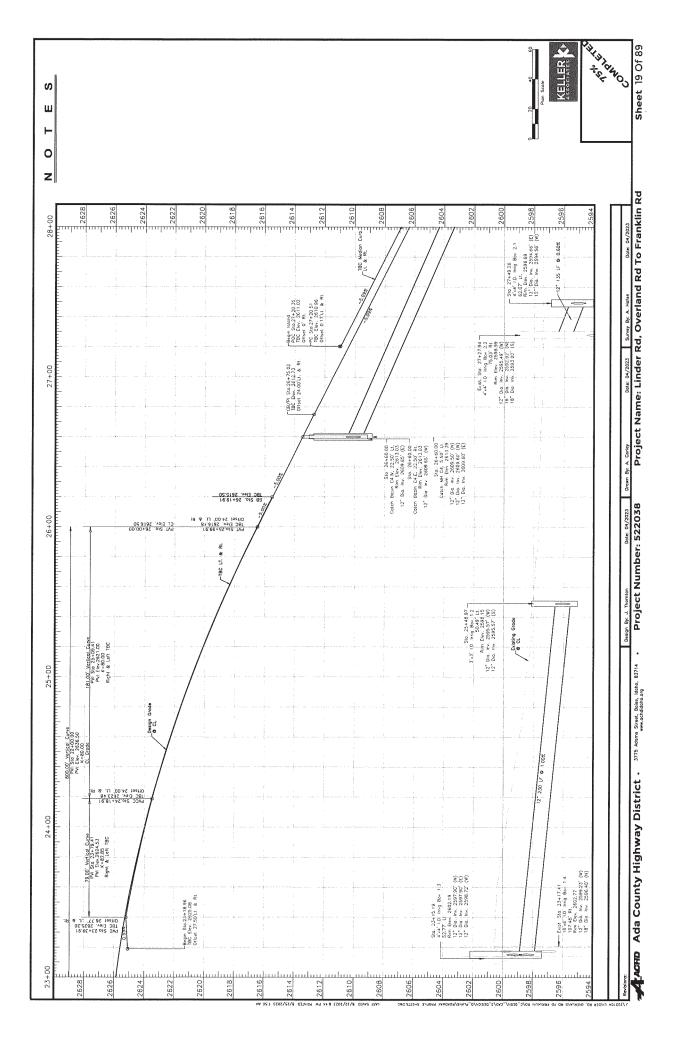


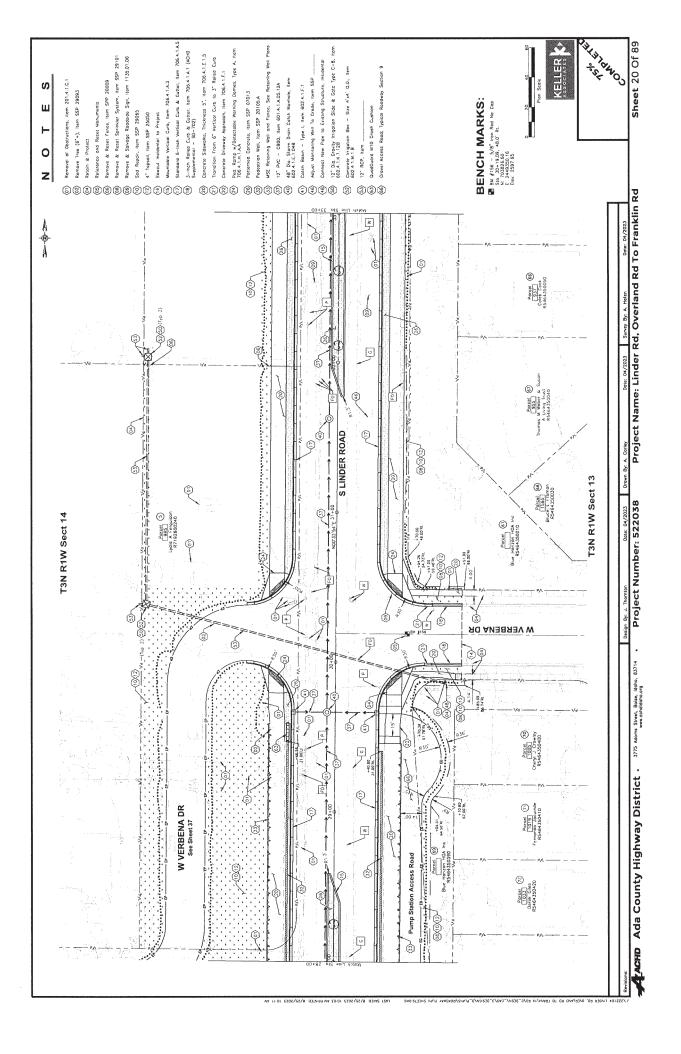


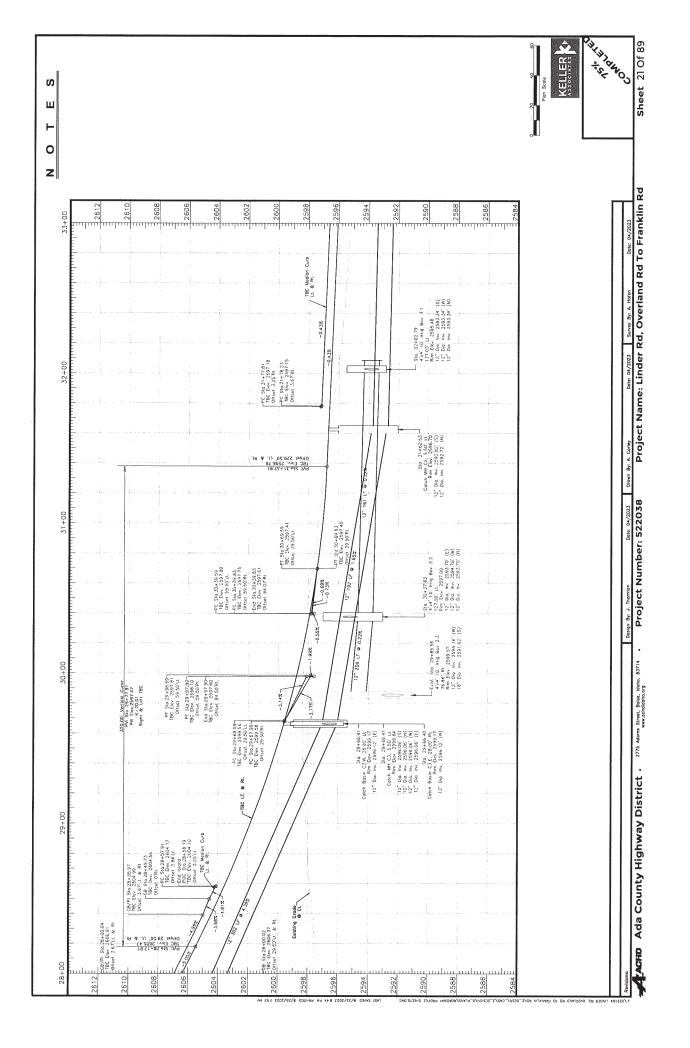


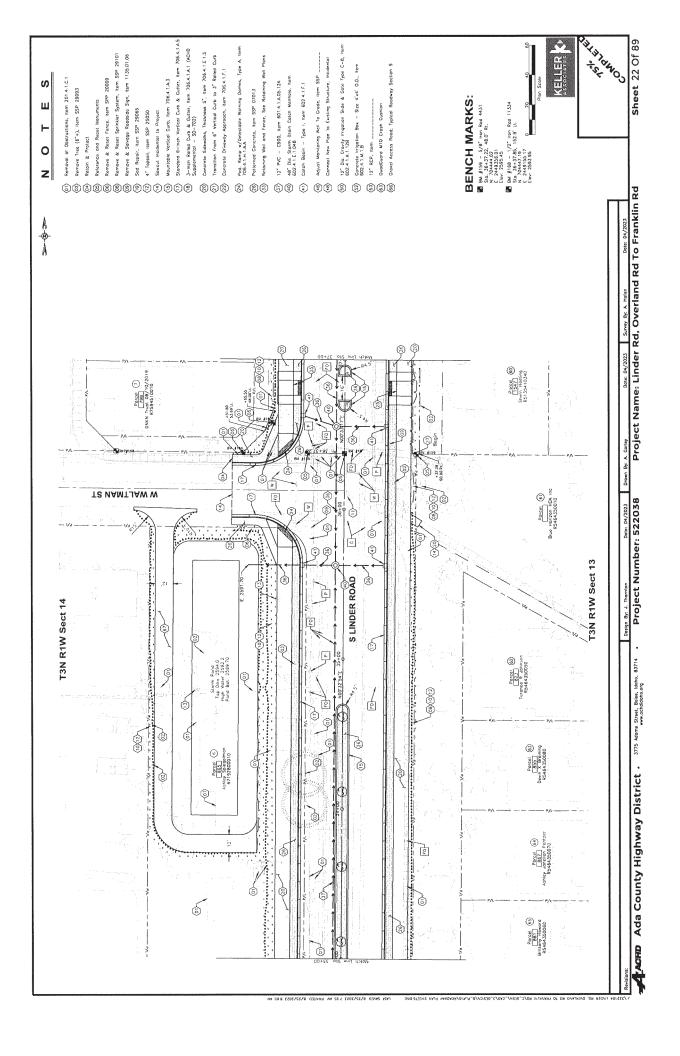


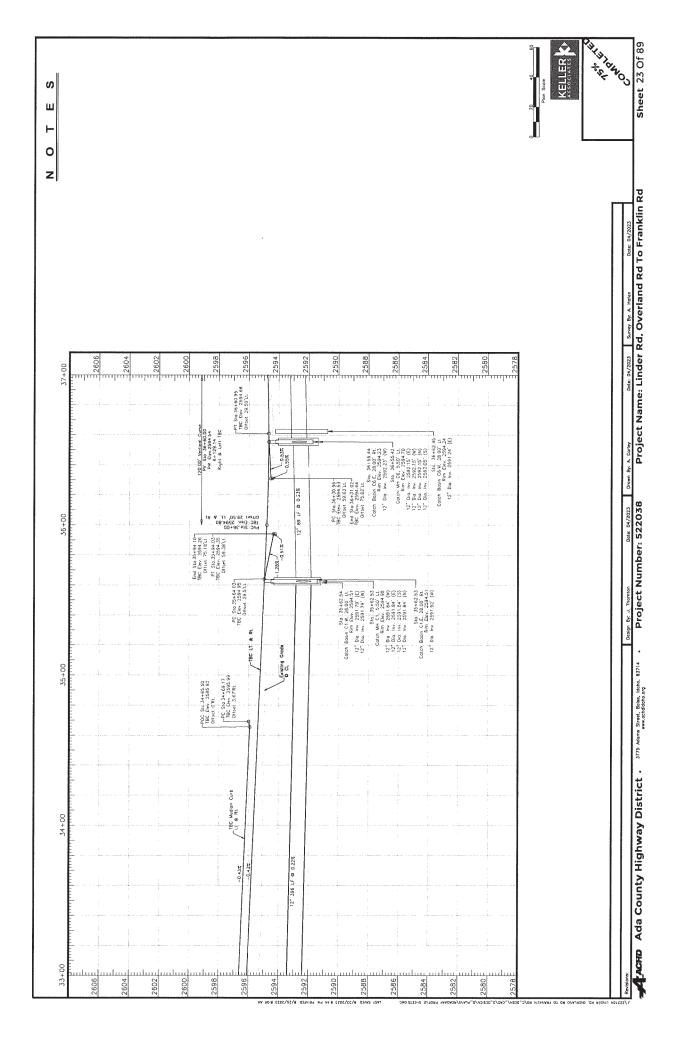


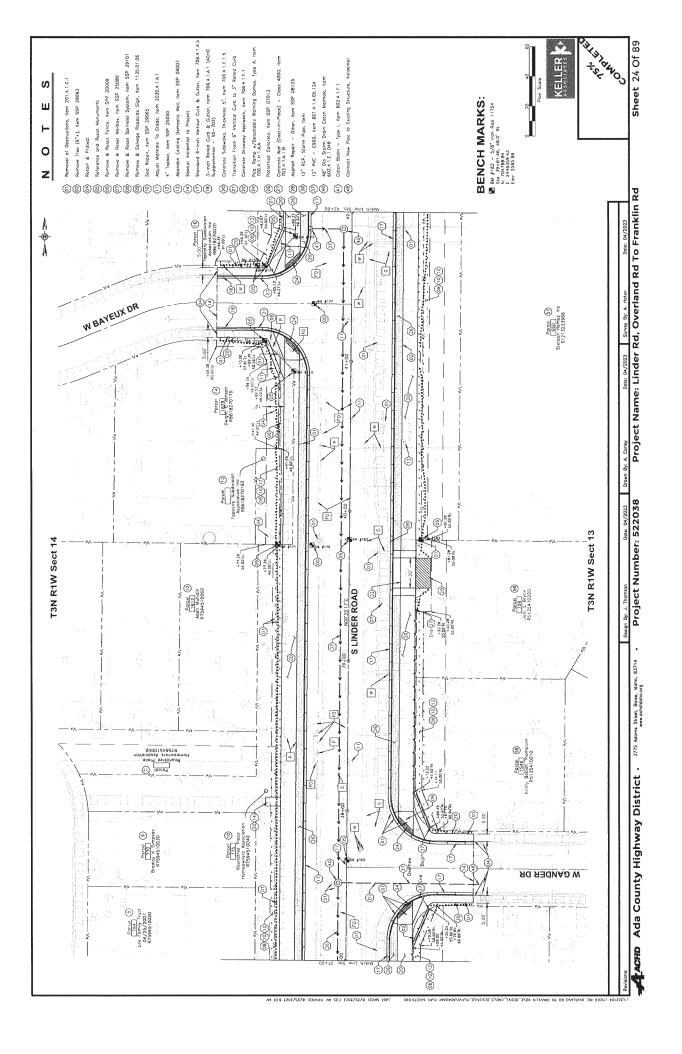


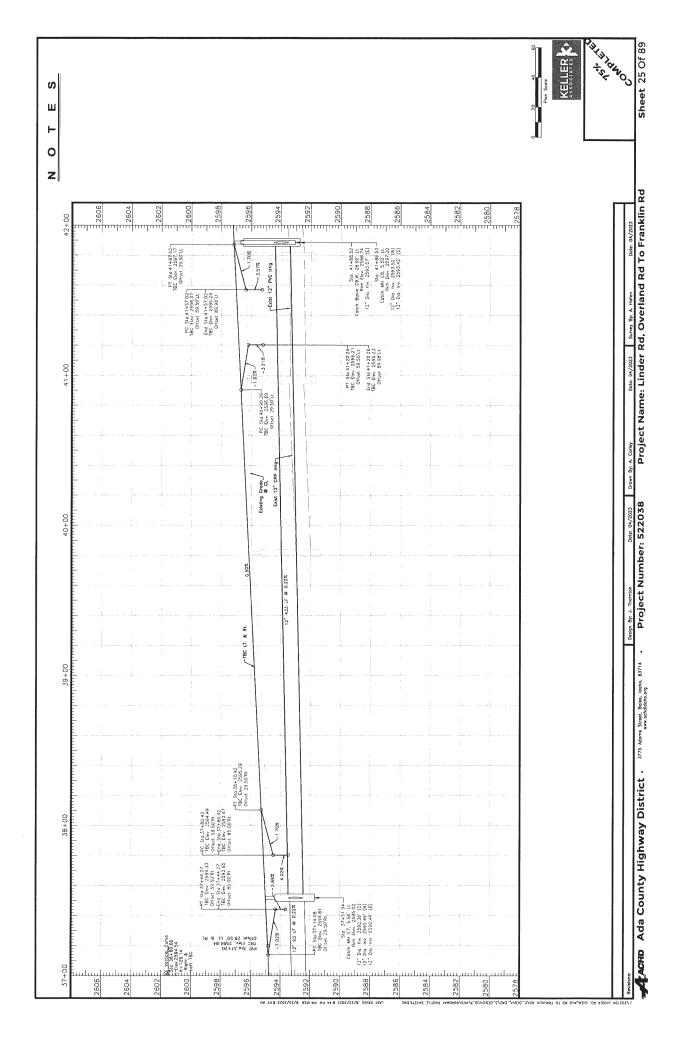


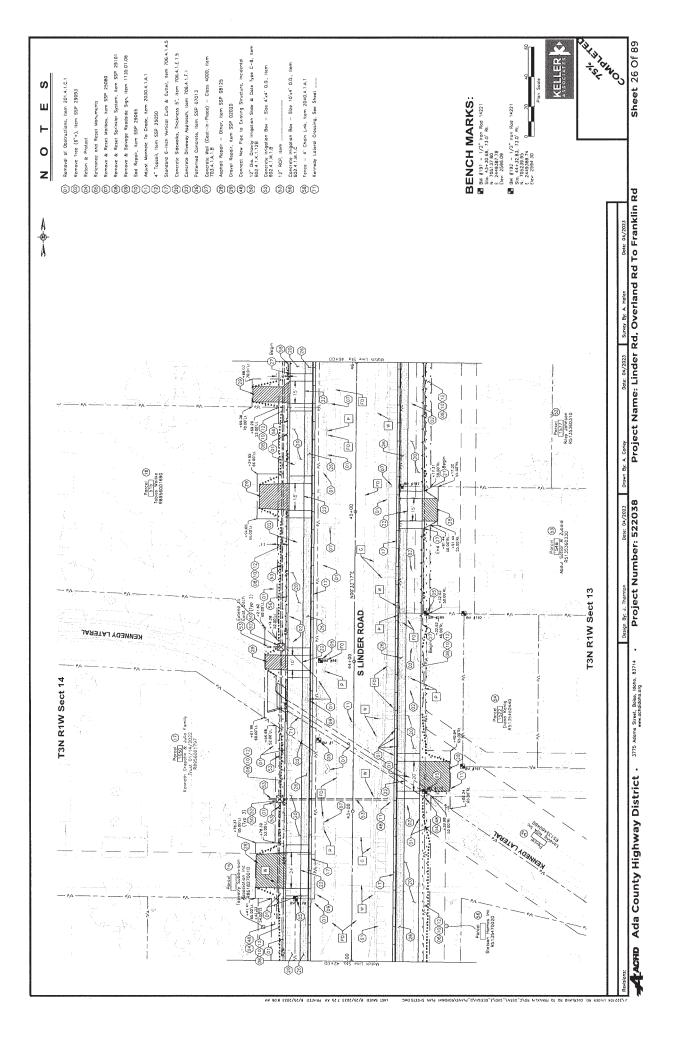


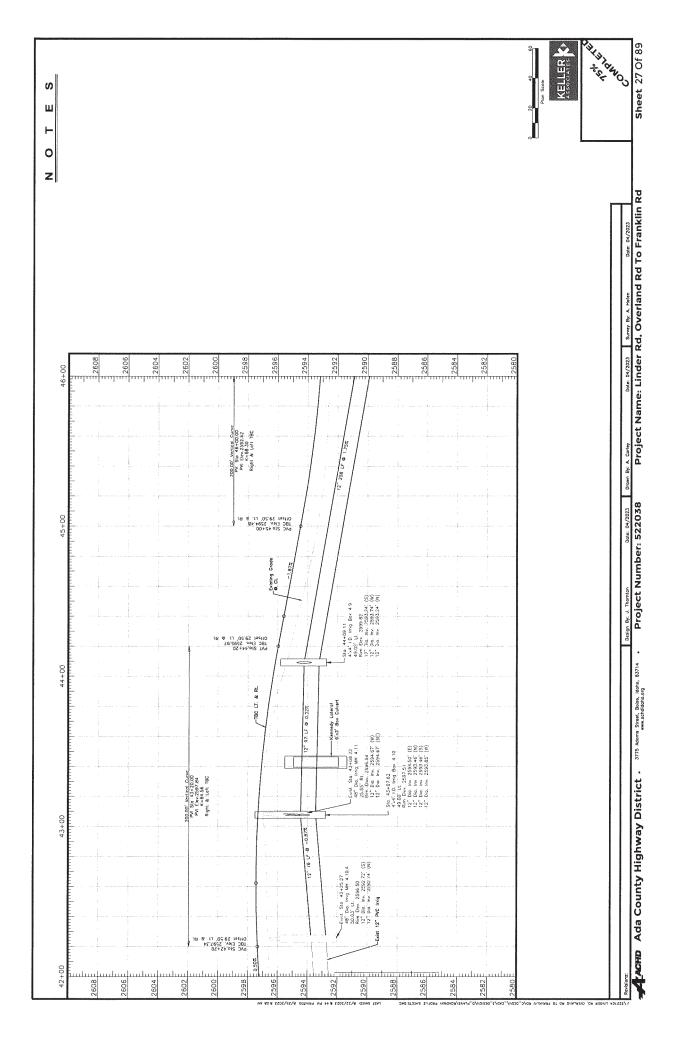


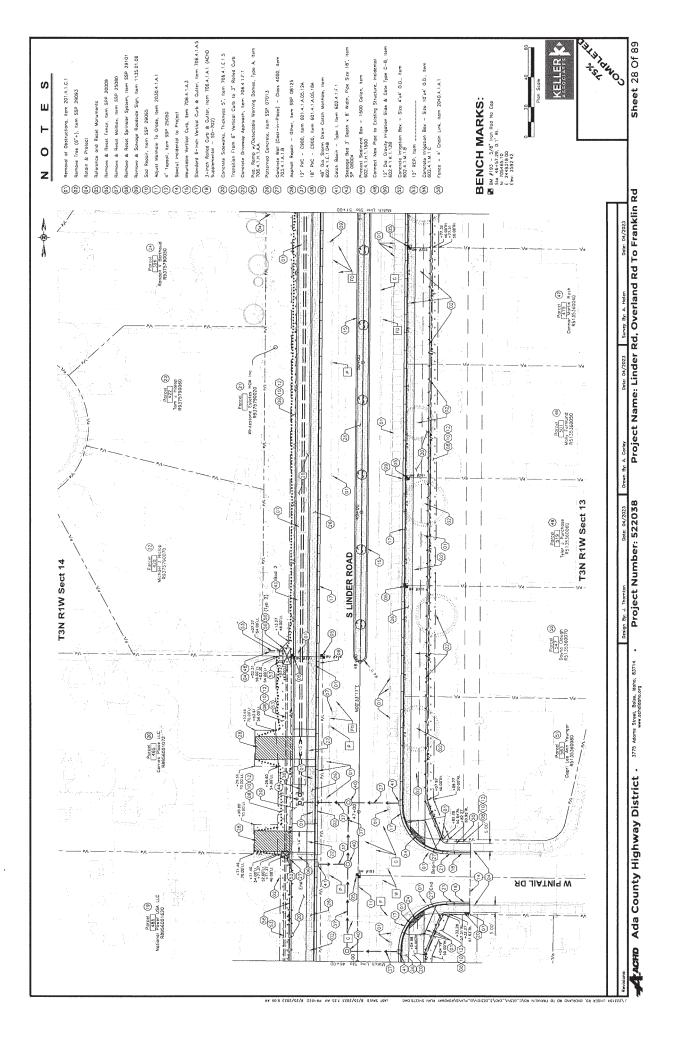


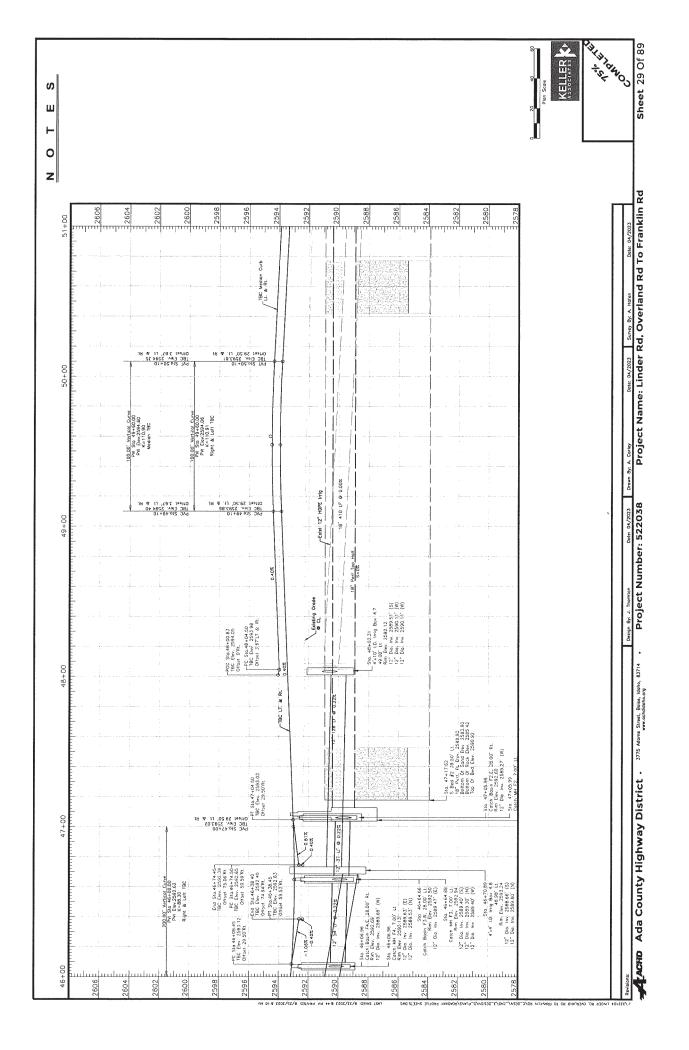


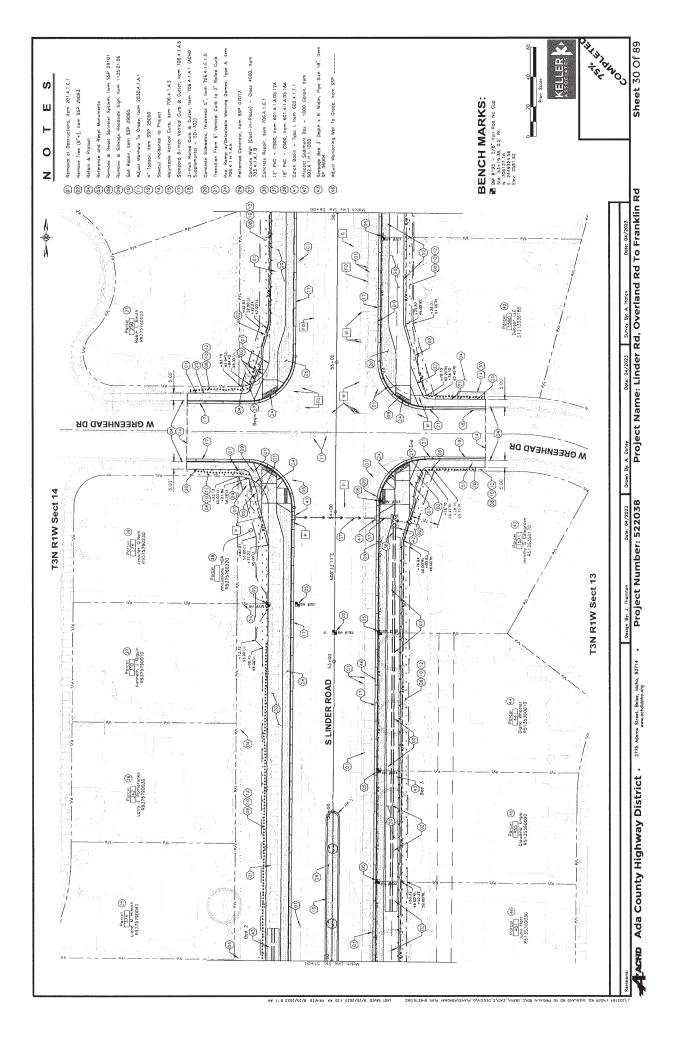


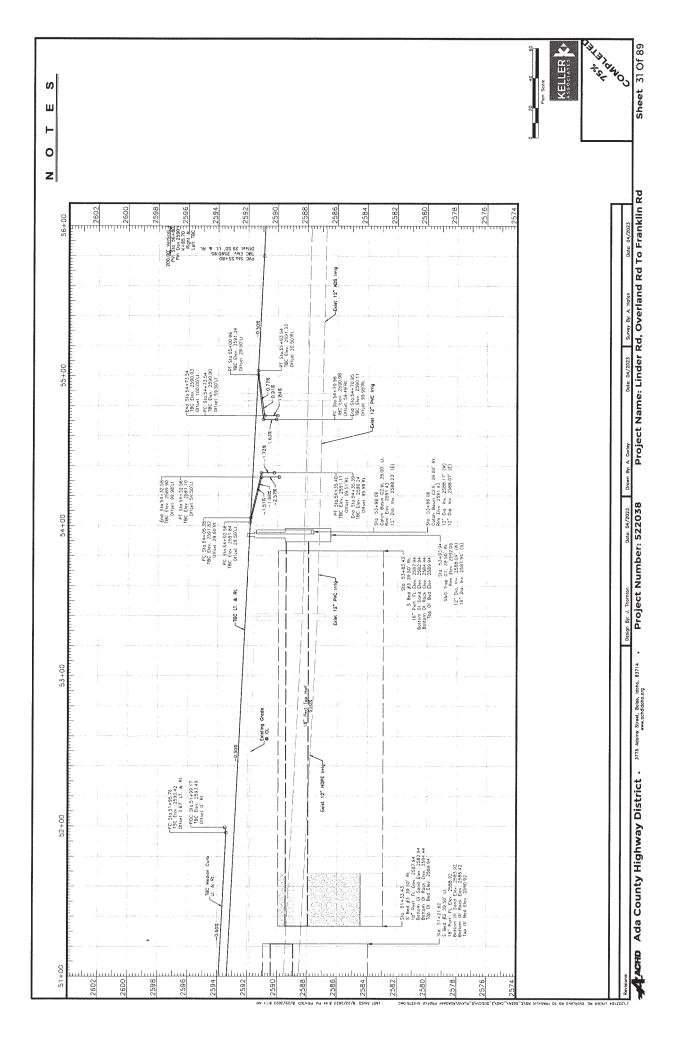


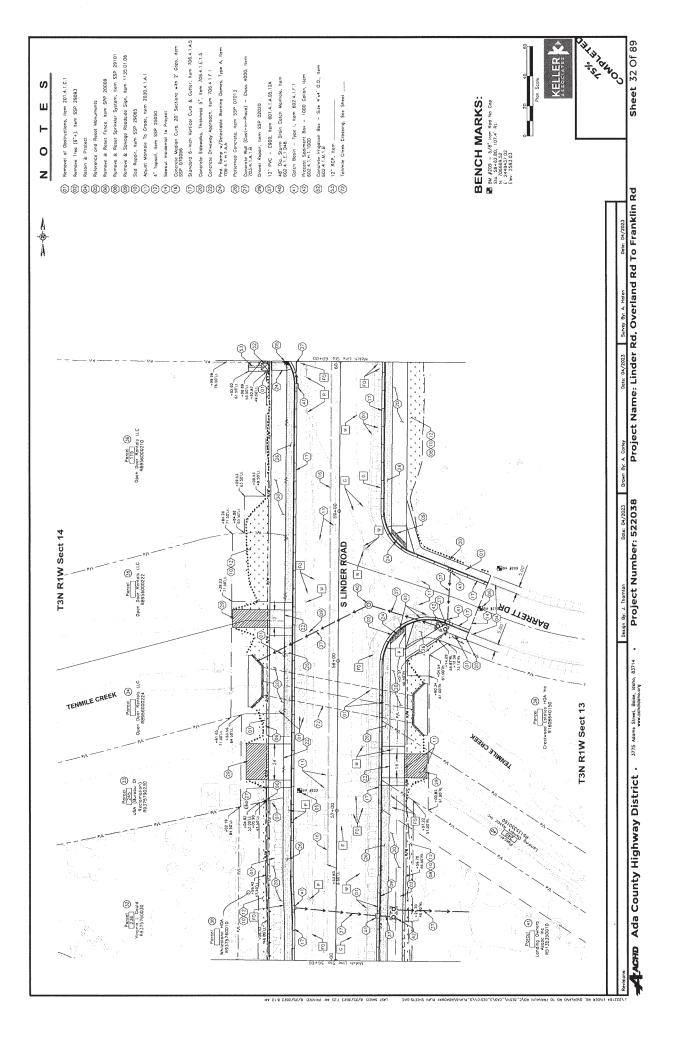


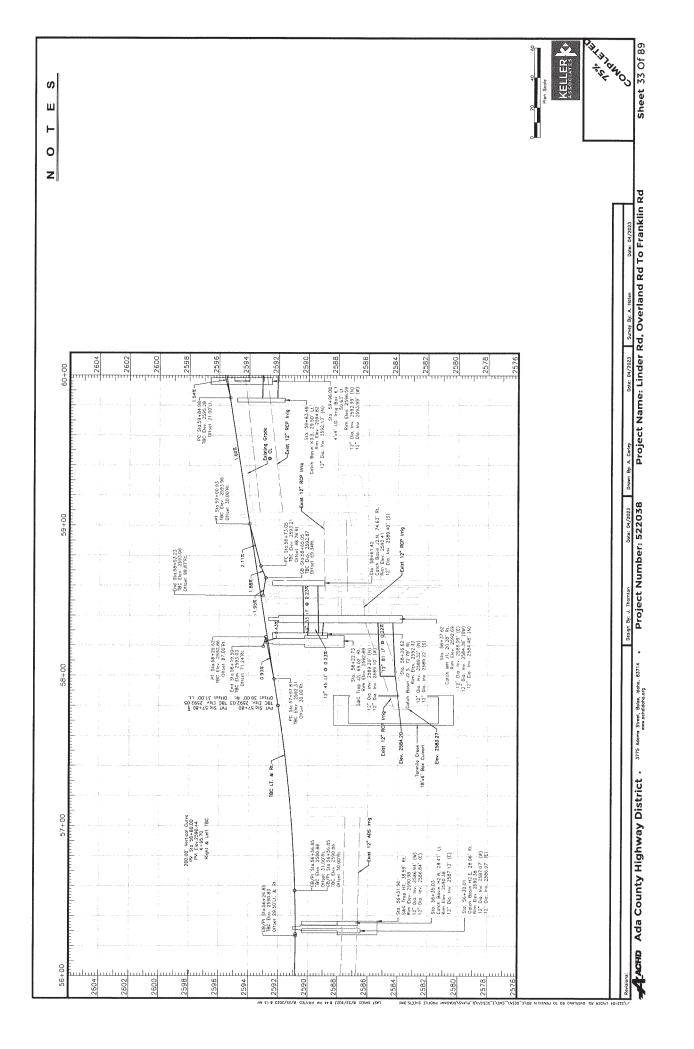


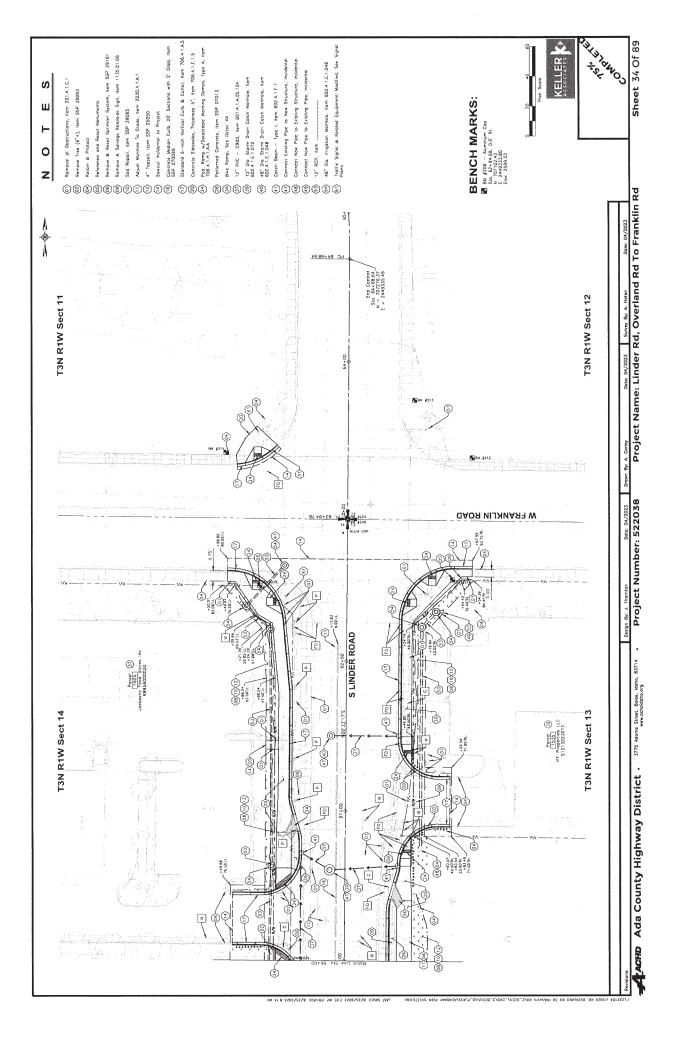


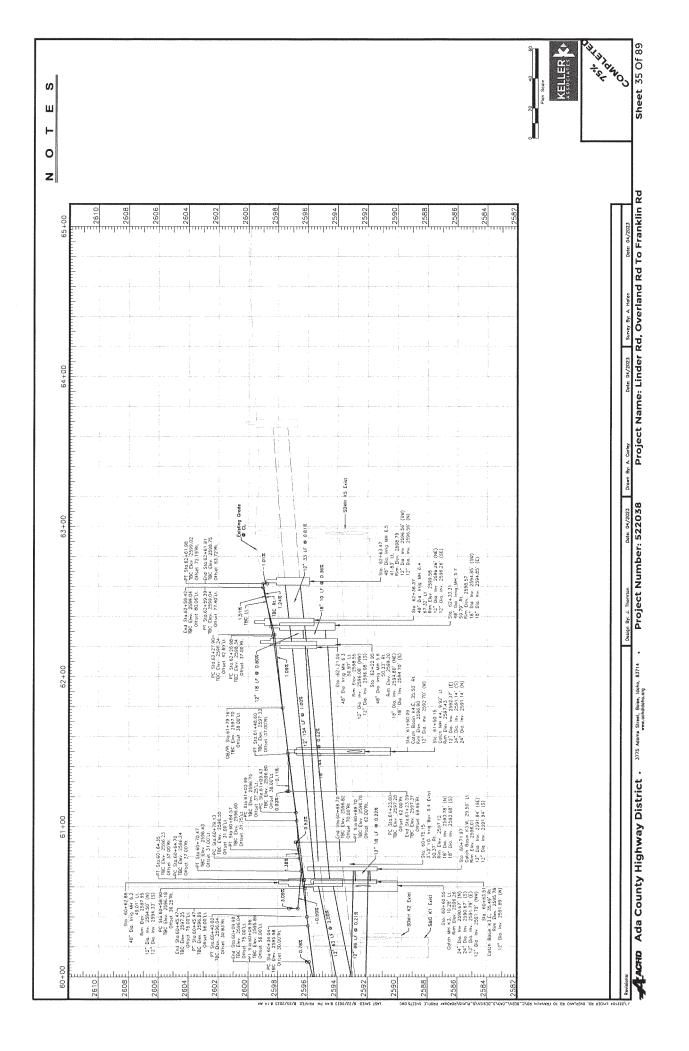


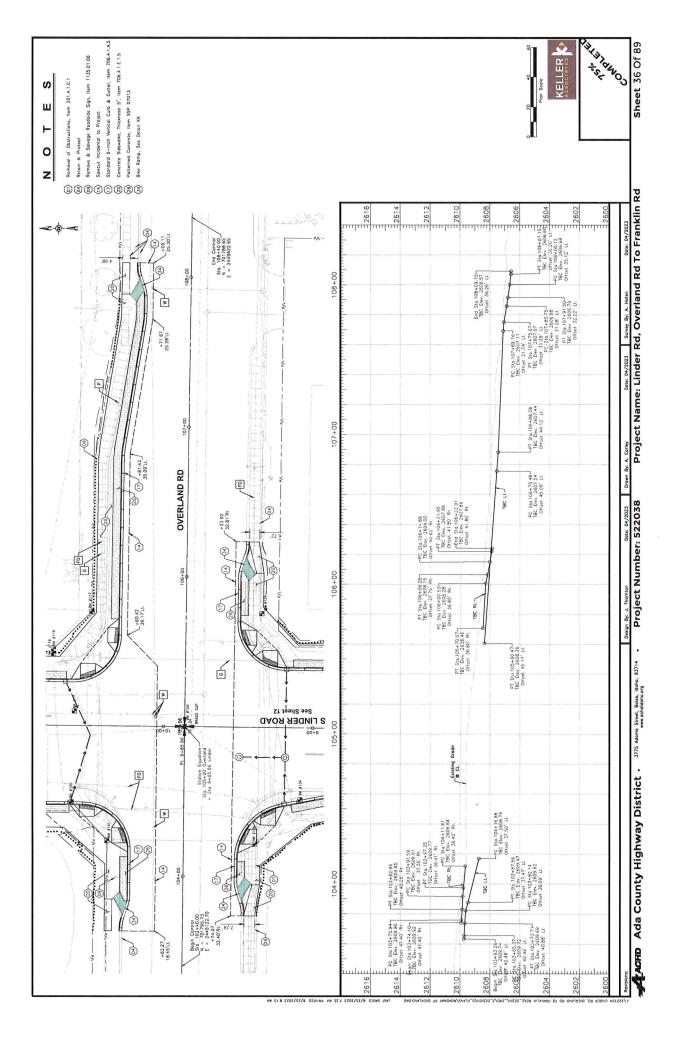


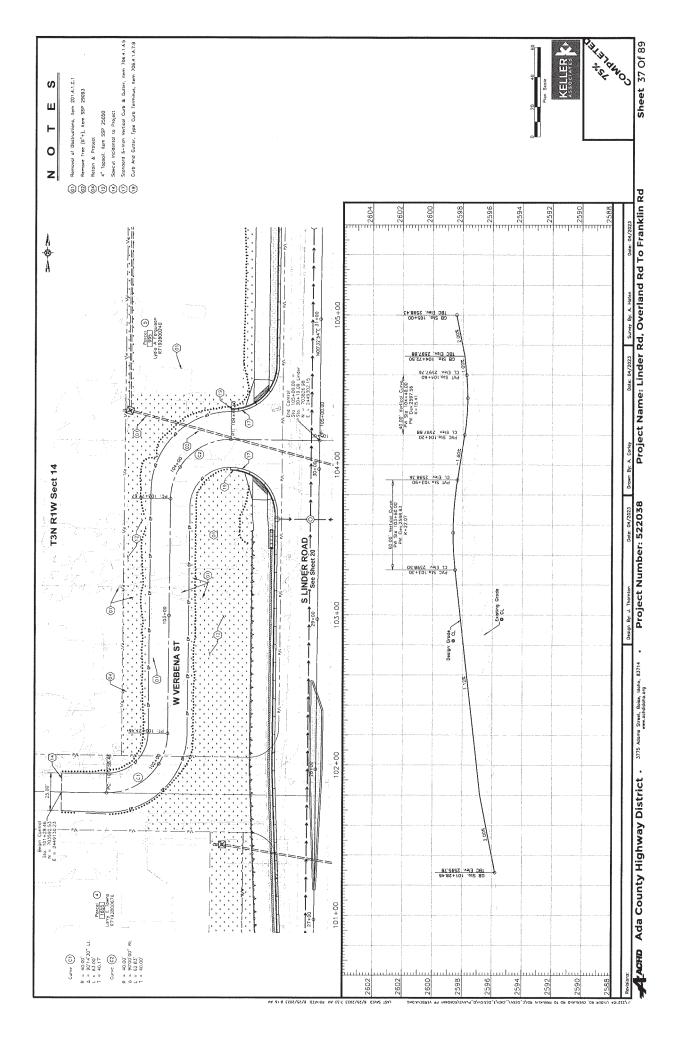


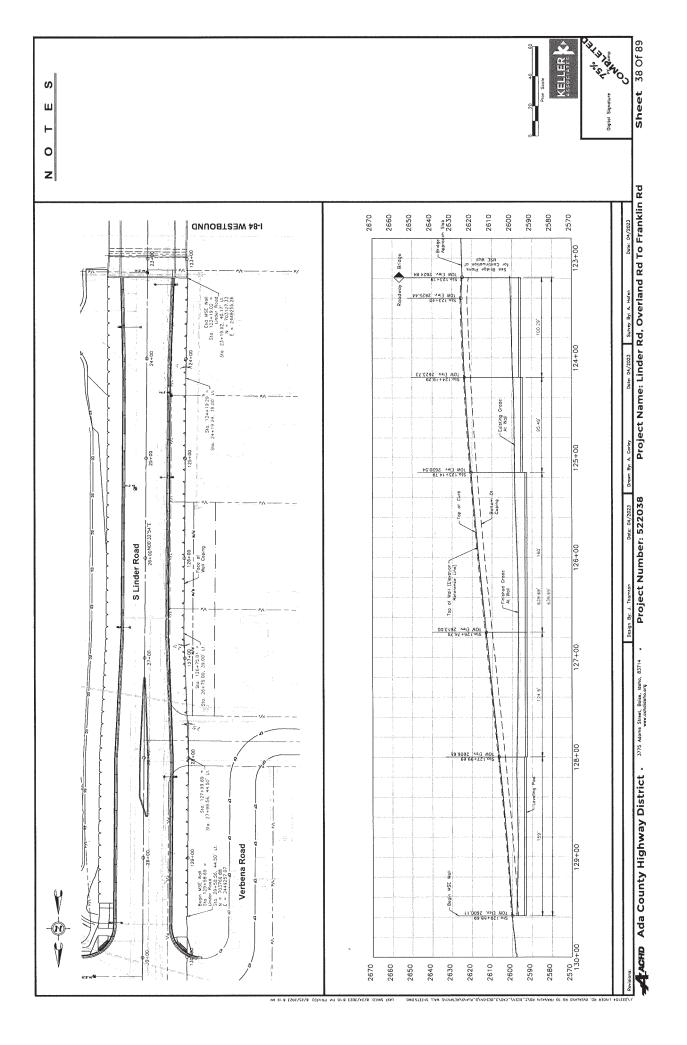


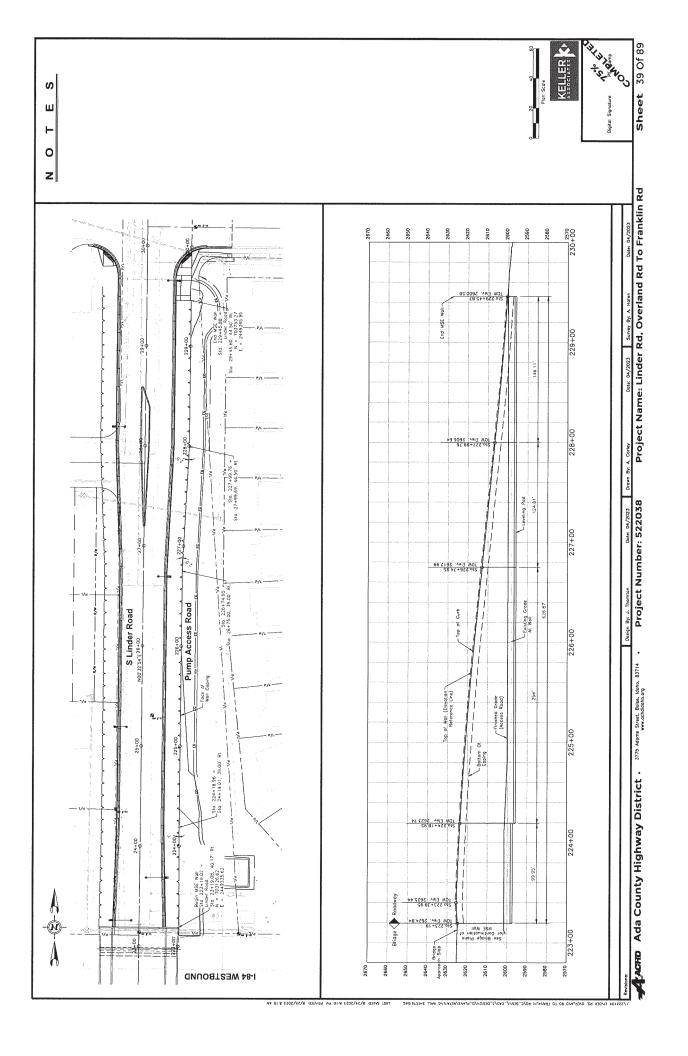


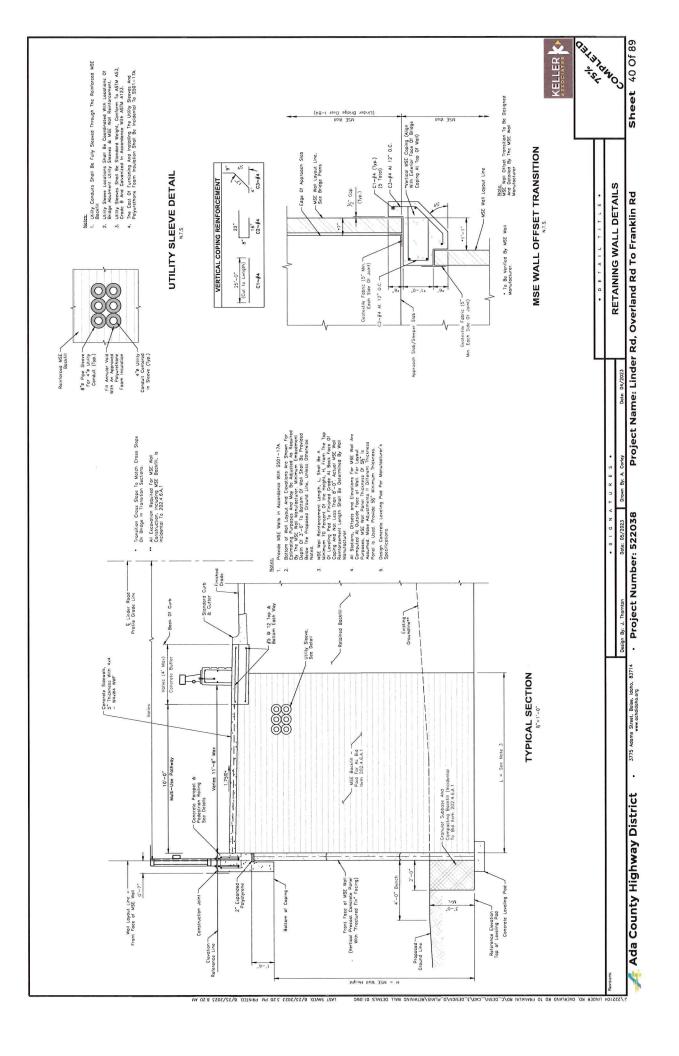


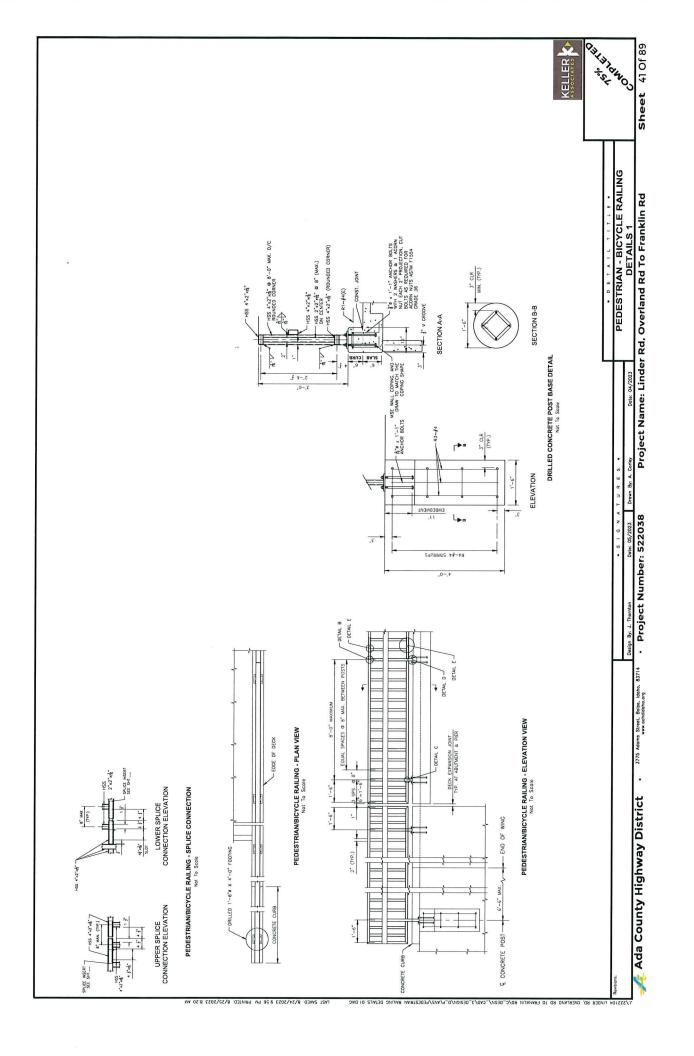


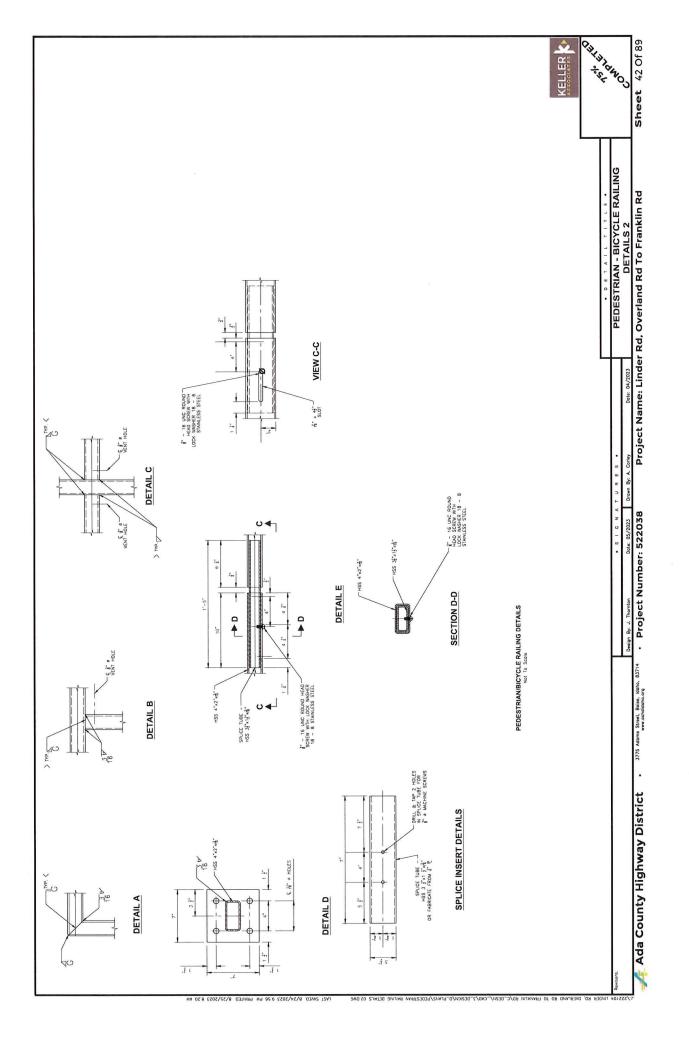


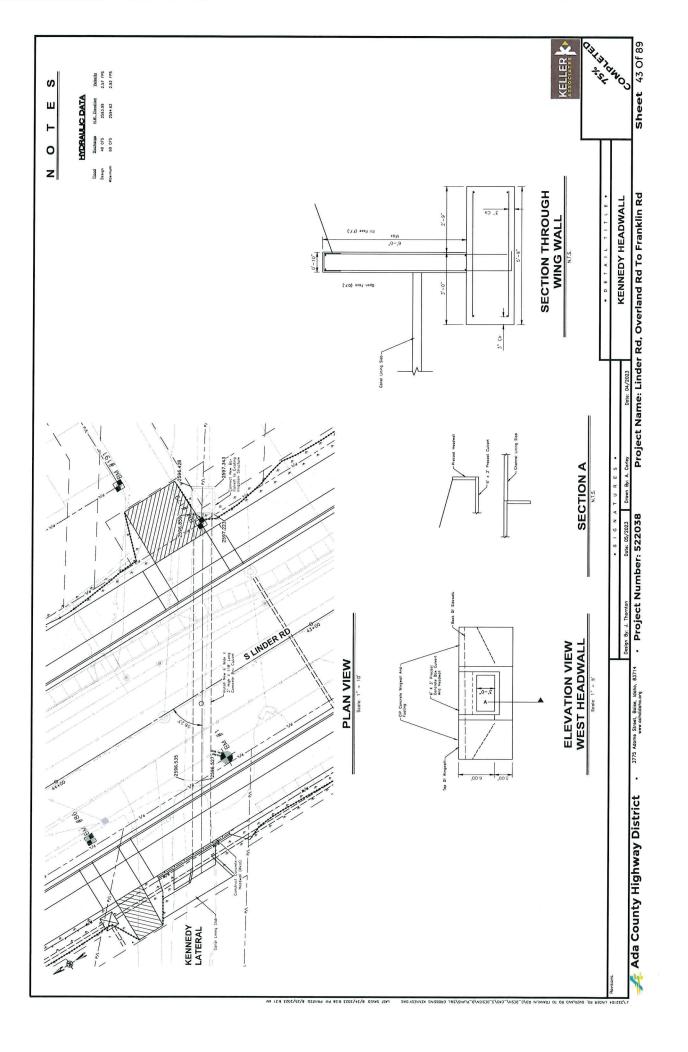


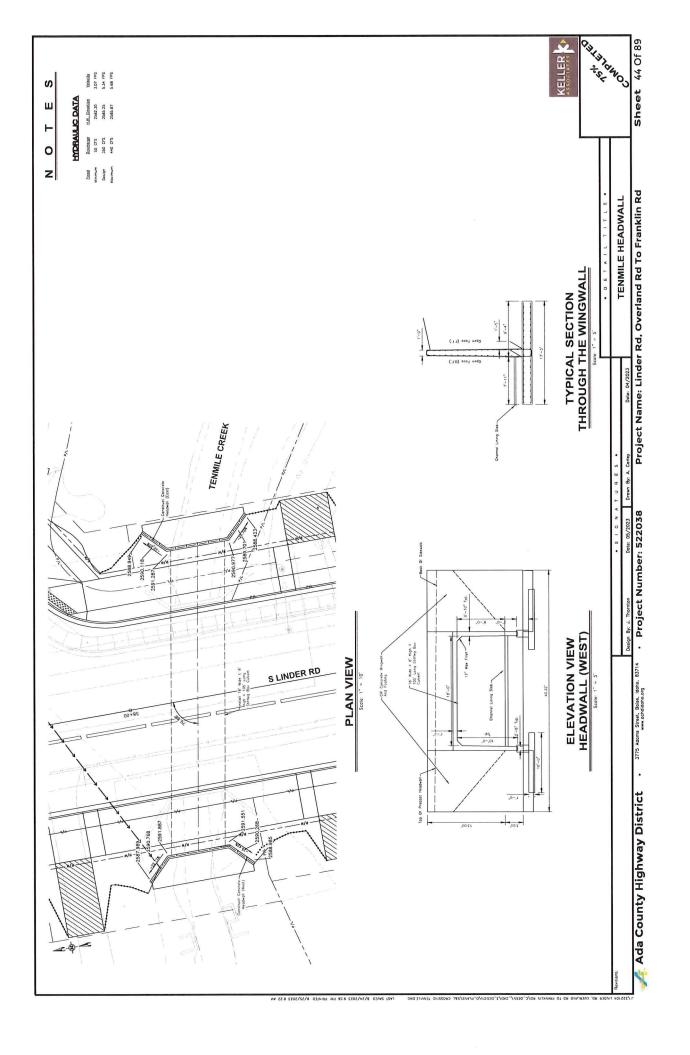














IDAHO TRANSPORTATION DEPARTMENT P.O. Box 7129 • Boise, ID 83707-1129 (208) 334-8000 • itd.idaho.gov

January 9, 2024

To: Strategic initiatives Program Local Transportation Grant Program Recipients (48)

RE: 2023 Strategic Initiatives Program Local Transportation Grant Program (LTGP) Awards

Your application for LTGP funding was approved at the December 13, 2023 Idaho Transportation Board Meeting per the attached Board Agenda Item.

Thank you for partnering with our MPO Directors and ITD District Engineers beginning July 1, 2023, when the application process began. There were 127 applications totaling \$293 million in transportation projects submitted by the September 1<sup>st</sup> due date, showing the significant need statewide for infrastructure improvements with projects ready to start construction within the next two years.

The Idaho Transportation Board considered a list of projects in the November and December Board meetings. Of those, 48 applications were approved totaling \$100 million in grants delivering transportation improvements across Idaho as shown on page 58 of the Board Agenda Item.

Please find enclosed a draft Memorandum of Understanding (MOU) outlining the award parameters and reporting responsibilities of each party. Included with the MOU is your approved application outlining the agreed upon project scope of work. During the month of January 2024, ITD Planning Manager Scott Luekenga will initiate the MOU and schedule the distribution of funding or partial funding to help expedite your approved construction project.

If you have any questions about the draft MOU, please contact Mr. Luekenga at (208) 334-5087 or <u>scott.luekenga@itd.idaho.gov</u>.

Sincerely,

Elhinney

Dan McElhinney, P.E. Chief Deputy Director/Chief Operations Officer

- Enc: Board Agenda Item and draft MOU
- cc: Bill Moad ITD Board Chairman, Scott Stokes ITD Director, District Engineers Amy Schroeder - Division Administrator Planning & TECM Program



ITEM **TOPIC:** Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets



# **MEMO TO CITY COUNCIL**

# Request to Include Topic on the City Council Agenda

From:	Emily Kane, Deputy City Attorney	<b>Meeting Date:</b>	April 2, 2024
Presenter:	Bill Nary, City Attorney	<b>Estimated</b> Time	: 0.5 minutes
Topic:	Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets		

## **Recommended Council Action:**

Council please approve and Mayor please sign the MOA (on page 7 only).

## **Background:**

This Memorandum of Agreement sets forth the method and timeline by which WARD will convey its assets (the Lakeview Municipal Golf Course lease, Meridian Community Swimming Pool, the park on Tammy Street, and personal property) to the City, as well as the respective roles and responsibilities of WARD and the City in that process.

Specifically, the MOA provides that at its meeting in August, WARD will approve the conveyance of the Pool and the Park property to City via quitclaim deeds, and the conveyance of all personal property via asset transfer agreement. Copies of these instruments were prepared by the City Attorney's Office, approved by WARD's attorney, and are attached to the MOA. Following City Council approval and the mayor's signature, the City Attorney's Office will submit the documents to the closing agent (First American Title and Escrow Company), who will record them and issue a title insurance policy to the City. Title will vest in the City on October 1, 2024.

WARD's lease of Lakeview Municipal Golf Course (and City's License and Management Agreement with WARD for the operation of the golf course) will expire on September 30, 2024. The August 11, 2020 lease agreement states that WARD will terminate its leasehold to City via quitclaim. This quitclaim is also addressed in the MOA, and WARD will sign it at its August meeting, to be effective on October 1, 2024.

### MEMORANDUM OF AGREEMENT BETWEEN WESTERN ADA RECREATION DISTRICT AND CITY OF MERIDIAN FOR TRANSFER OF ASSETS

This MEMORANDUM OF AGREEMENT BETWEEN WESTERN ADA RECREATION DISTRICT AND CITY OF MERIDIAN FOR TRANSFER OF ASSETS ("MOA"), is made and entered into this\_\_\_\_\_ day of \_\_\_\_\_\_, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("WARD") (collectively, "Parties").

**WHEREAS,** WARD is the owner and steward of these recreational facilities and related holdings (collectively, "Assets"):

- 1) Real property located at 213 E. Franklin Road, in Meridian, currently developed as a swimming pool, as described in the legal description set forth in *Exhibit A* ("Pool"),
- 2) Real property located at 1031 E. Tammy Street, in Meridian, currently developed as a neighborhood park, as described in the legal description set forth in *Exhibit B* ("Park"), and
- 3) Personal property owned by WARD for the operation and maintenance of the Pool, the Park, and Lakeview Golf Course (located at 4200 W. Talamore Boulevard, in Meridian, currently owned by City and developed as an 18-hole public golf course, driving range, pro shop, restaurant and related facilities) ("Personal Property");

WHEREAS, WARD seeks to convey the Assets to City;

**WHEREAS,** City intends to gratefully accept the Assets and to use them for the benefit of the Meridian community; and

**WHEREAS,** the Parties seek by this MOA to memorialize the process by which the Assets will be conveyed to City;

**NOW, THEREFORE,** for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals set forth above, which are hereby incorporated herein, and the mutual promises and covenants herein contained, the Parties agree as follows:

## I. WARD'S RESPONSIBILITIES

- **A. Convey real property.** WARD shall convey to City the Pool and the Park, pursuant to all terms and conditions of this MOA, including the following:
  - 1. Within thirty (30) days after the Effective Date of this MOA, WARD shall deliver to City copies of any and all of the following in WARD's possession:
    - **a.** Contracts of any kind or nature that will survive the Closing and that relate to the Pool or the Park.
    - **b.** Leases relating to the Pool or the Park, together with any amendments thereto.
    - **c.** Licenses, certificates, permits, approvals, conditions or similar items, relating to any portion of the Pool or the Park.

- 2. From the Effective Date of this MOA to Closing, WARD shall:
  - **a.** Permit the City to maintain the Pool and the Park in the same condition existing at the time of execution of this MOA,
  - **b.** Permit the City to continue to operate the Pool and the Park in the manner operated by City at the time of execution of this MOA,
  - **c.** Not enter into any new leases or licenses relating to the Pool or the Park, other than in the ordinary course of operating same,
  - **d.** Perform all acts necessary to ensure that the representations, warranties, and covenants made in this MOA shall remain true, complete, and accurate at the time of Closing, and
  - e. Allow the City's authorized representatives to have reasonable access to the Property.
- **3.** By August 30, 2024, WARD's governing board shall approve, and authorize its Board President to sign on behalf of WARD, quitclaim deeds ("deeds) conveying the Pool and the Park from WARD to City, which deeds will be substantially similar to the sample deeds attached hereto as *Exhibit C*, as Title Company has reviewed and approved such sample deeds as to form. Title conveyed by WARD to City via such deeds shall be marketable and insurable and shall be free and clear of all liens, encumbrances, and restrictions, exclusive of liens, encumbrances, and conditions accepted in writing by City on or before Closing. By August 30, 2024, WARD shall also issue to City an invoice for \$1.00 for the real property, which City shall pay within thirty (30) days of receipt.
- **4.** By September 6, 2024, WARD shall deliver to City the signed deeds and any other documents necessary to effectuate the transfer of title to the Pool and the Park to City as contemplated by this MOA.
- **5.** Except as otherwise agreed in writing by the Parties, through midnight of the date of Closing, WARD shall pay all indebtedness, obligations, and liabilities WARD may incur in connection with the Pool and the Park.
- 6. At Closing, WARD shall grant title to the Pool and the Park by two (2) separate deeds.
- 7. At Closing, WARD shall deliver to the City actual possession of the Pool and the Park.
- **B.** Convey Personal Property. By August 30, 2024, WARD's governing board shall approve, and authorize its Board President to sign on behalf of WARD, an agreement to transfer ownership of WARD's Personal Property to City, which agreement shall be substantially similar to the sample agreement attached hereto as *Exhibit D*. Such agreement shall have an effective date of September 30, 2024. By August 30, 2024, WARD shall also issue to City an invoice for \$1.00 for the personal property, which City shall pay within thirty (30) days of receipt.

## **II. CITY'S RESPONSIBILITIES.**

**A.** Accept real property. At Closing, City shall accept WARD's conveyance of the Pool and the Park, pursuant to all terms and conditions of this MOA, and following Closing, shall take possession of the Pool and the Park.

**B.** Use of real property. Following the Closing, City shall use and operate the Pool and Park to provide recreation facilities for public use.

## C. Title insurance.

- 1. Within thirty (30) days of execution of this MOA, City shall order a Commitment for Title Insurance ("Commitment") issued by First American Title and Escrow Company ("Title Company") covering the Pool and the Park. Notwithstanding the foregoing, the Parties may mutually agree, in writing, to utilize a different title company without amending this Agreement. If any exceptions shown on the Commitment are not approved in writing by City before Closing and cannot be removed by WARD by Closing, then City may terminate this MOA, and each party shall be fully released and discharged from any further obligations under this MOA.
- 2. City will obtain market value valuations of the Pool and the Park as City deems necessary.
- 3. At Closing, City may purchase a title insurance policy ("Owner's Policy") at City's sole expense in the insured amount of the market value of the Pool and the Park. City may, at its option, require an endorsement deleting certain general exceptions to same.
- **D.** Recordation. City shall record the deeds, at City's cost.
- **E. Personal property agreement.** By August 30, 2024, following receipt of the agreement transferring the Personal Property signed by WARD's Board President, Meridian City Council shall approve the agreement, and authorize the Mayor to sign on behalf of City. The execution of the agreement shall signify City's acceptance of the Personal Property, and the transfer of ownership of same from WARD to City, as of the effective date of such agreement.

## III. CLOSING.

- **A. Closing defined.** For purposes of this MOA, "Closing" shall be defined as City's receipt of the Owner's Policy from First American Title and Escrow Company or other title company selected by City, and recording of the deeds executed by WARD. The Closing date shall be September 30, 2024, or such other date as may be mutually agreed between the Parties.
- **B.** Conditions Precedent to Closing. The obligations of City under this Agreement are, at City's sole option, subject to the satisfaction of the following conditions:
  - 1. WARD's representations and warranties are true, complete, and accurate as of the date of this MOA and as of the date of Closing.
  - **2.** WARD and City have performed all obligations, covenants, and agreements to be performed before Closing as set forth in this MOA.
  - **3.** The Title Company is prepared to issue an Owner's Policy in accordance with the provisions of section II.C.3 of this MOA.

- **4.** WARD has executed and delivered to City the signed, notarized deeds and any other documents necessary to effectuate the transfer of title to the Pool and the Park as contemplated by this MOA.
- **C. Certifications of WARD.** WARD hereby certifies that, except as may be disclosed in writing to City before Closing:
  - 1. To WARD's knowledge, WARD is not required to obtain the approval or consent of any person, firm, or other entity to permit WARD to consummate the transactions contemplated by this MOA.
  - **2.** To WARD's knowledge, WARD owns and possesses all rights, title, and interest in and to the Pool and the Park.
  - **3.** There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting WARD, the Pool, or the Park.
- **D.** Certifications of City. City hereby certifies that, except as may be disclosed in writing to WARD before Closing:
  - 1. To City's knowledge, City is not required to obtain the approval or consent of any person, firm, or other entity to permit City to consummate the transactions contemplated by this MOA.
  - 2. Upon Closing, City acknowledges that it has made its own inspection of the Pool, Park and Personal Property and is acquiring the same in "As-Is Condition" and that WARD has not made any representations or warranties as to the condition or use of same other than as set forth in this MOA.

#### **IV. GENERAL PROVISIONS.**

**A. Notice.** 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:	If to WARD:
City Clerk	Shaun Wardle, Board President
City of Meridian	Western Ada Recreation District
33 E. Broadway Avenue	P.O. Box 566
Meridian, Idaho 83642	Meridian, Idaho 83680

- **B. Term.** This MOA shall be effective upon the Effective Date and shall expire at Closing, unless earlier extended or terminated as set forth herein.
- **C.** Assignment. Neither party shall assign or sublet all or any portion of its respective interest in this MOA or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This MOA 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.

- **D.** No agency. For purposes of or in furtherance of this MOA, 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.
- **F. Liability.** Each party shall be solely liable for the actions and/or inactions, including errors, omissions, and/or negligence of its own employees. Neither party shall bear any responsibility or liability for the errors, omissions, and/or negligence of the other.
- **G. Compliance with laws.** In performing the scope of services required hereunder, City and WARD shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. 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.

## H. Termination.

- 1. **Grounds.** Grounds for termination of this MOA shall include, but shall not be limited to: non-appropriation of funds necessary to meet either party's obligations under this MOA; an act or omission by either party which materially breaches any term of this MOA; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this MOA 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 MOA 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 MOA may be terminated upon mailing of notice of termination.
- I. Construction and severability. If any part of this MOA is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this MOA so long as the remainder of the MOA is reasonably capable of completion.
- **J. Time of the essence.** The Parties acknowledge obligations under this MOA shall be fulfilled in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this MOA, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this MOA by the party so failing to perform.

- **K. Third-party beneficiaries.** This MOA is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- **L.** Counterparts. This MOA may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- **M. Survival of representations, warranties, and covenants.** All representations, warranties, and covenants of the Parties set forth in this MOA shall survive the Closing and shall survive the recording of the deeds.
- **N.** No limitation. Nothing in this MOA or any other agreement shall prevent or limit City from alienating or making any improvements or changes to the Assets or any component thereof following Closing, whether temporarily or permanently, as may be deemed by City to further the public interest, health, safety, and/or welfare.
- **O. Authority.** The Parties certify that the execution, delivery, and consummation of this MOA has been duly approved in accordance with applicable laws and any documents or instruments governing the respective Parties, and that the execution, delivery, and consummation of this MOA will not, with the passage of time, the giving of notice, or otherwise, cause either Party to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which the Party or the Assets are subject or bound.
- **P. Approval required.** This MOA shall not become effective or binding until approved by the respective governing bodies of both City and WARD. The Parties signatory hereto represent and warrant that each is duly authorized to bind, respectively, City and WARD to this MOA in all respects.
- **Q. WARD President.** WARD hereby authorizes its board president to sign, on behalf of WARD, this MOA, the deeds, and any other any other agreement(s) necessary to effectuate the transfer of the Pool and the Park to City, with or without an additional meeting of the WARD governing board specifically authorizing such signature(s).
- **R. Operational agreements remain in effect.** Notwithstanding the execution of this MOA, other existing agreements between the Parties shall remain in full force and effect, under the respective terms set forth therein, until Closing, at which time such agreements shall expire and be of no further force and effect. Such agreements include:
  - 1. License and Management Agreement Between Western Ada Recreation District and the City of Meridian for Maintenance and Operation of Lakeview Golf Course, dated August 11, 2020, as amended by the First Amendment thereto, dated February 8, 2022.
  - 2. License and Management Agreement Between Western Ada Recreation District and the City of Meridian for Maintenance and Operation of Meridian Community Pool and Park at Settlers Village Subdivision, dated February 8, 2022.

- 3. Cooperative Agreement between Western Ada Recreation District and the City of Meridian for Financial Contribution to Support Licensed Recreational Activities, dated December 12, 2023.
- S. Lease cancelled upon Closing. The Assignment of Lease and Amended Lease Agreement for the Provision of Golf Course Operations at City of Meridian's Municipal Golf Course, originally executed by City, Lakeview Meridian Investors LLC, and Boise Ranch Golf Course, Inc. on May 17, 2005, was assigned to WARD via Assignment of Lease and Leasehold Improvements, executed by Lakeview Meridian Investors LLC and WARD on November 6, 2020 ("Lease"). Upon Closing, the Lease shall be canceled, whether or not any of the Events of Default enumerated in section 9.J thereof have occurred. WARD hereby waives the notice and hearing rights afforded to WARD by section 9.I of the Lease for the limited purpose of effectuating cancellation of the Lease upon Closing. Prior to Closing, WARD shall deliver an executed quitclaim deed to City concerning WARD's leasehold interest in the Lakeview Golf Course, and City shall record said quitclaim deed upon Closing. WARD's governing board hereby authorizes its Board President to execute said quitclaim deed, which shall be substantially similar to the quitclaim deed attached hereto as Exhibit E.
- **T. Entire agreement regarding transfer of assets.** This MOA contains the entire agreement of the Parties with regard to the transfer of the Assets from WARD to City, 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 MOA to be executed by their duly authorized officers to be effective as of the day and year first above written.

# WESTERN ADA RECREATION DISTRICT:

—DocuSigned by: Sharin Wardle

CB99:4AA830Shaun Wardle, Board President

# CITY OF MERIDIAN:

BY: Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT A LEGAL DESCRIPTION OF POOL The Land referred to herein below is situated in the County of Ada, State of Idaho, and is described as follows:

A parcel of land, as shown on the Record of Survey No. 8737, on file under Instrument No.110021878 in the Office of the Recorder for Ada County, Idaho, lying in the Northwest 1/4 of Section 18, T.3N., R.1E., B.M., Meridian, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the North 1/4 corner of said Section 18, marked by a brass cap;

thence along the North line of said Section 18 South 89°20'05" West 1309.06 feet to the Northeast comer of Government Lot 1 of said Northwest 1/4 of Section 18 as shown on Record of Survey No. 2017 on file under Instrument No. 9168335 in the Office of the Recorder for Ada County, Idaho;

thence along the East line of said Government Lot 1 South 00°40'03" West 414.24 feet to the POINT OF BEGINNING, marked by an iron pin;

thence continuing South 00°40'03" West 247.34 feet to a point, marked by an iron pin;

thence North 52°17'11" West 450.67 feet to a point, marked by an iron pin;

thence North 00°40'03" East 11.43 feet to a point, marked by an iron pin;

thence North 87°14'16" East 173.69 feet to a point of curve, marked by an iron pin;

thence along the arc of a curve to the left 55.71 feet, said curve having a radius of 66.00 feet, a central angle of 48°21'47", and a long chord bearing North 63°03'22" East 54.07 feet to a point, marked by an iron pin;

thence North 38°52'29" East 44.52 feet to a point, marked by an iron pin;

thence South 51°07'31" East 19.67 feet to a point, marked by an iron pin;

thence South 38°52'29" West 16.49 feet to a point, marked by an iron pin;

thence South 51°52'37" East 133.04 feet to the POINT OF BEGINNING.

APN: S1118223084

<u>Exhibit B</u> Legal Description of Park The Land referred to herein below is situated in the County of Ada, State of Idaho, and is described as follows:

Lot 14 in Block 2 of SETTLERS VILLAGE, a re-plat of the original Settlers Plat as vacated by the City of Meridian in April, 1981, according to the plat thereof, filed in Book 51 of Plats at Pages 4206 through 4209; and Amended by an Affidavit recorded August 3, 1984 as Instrument No. 8438997 and Affidavit recorded December 18, 2007 as Instrument No. 107166403, Records of Ada County, Idaho.

APN: R7813770510

<u>Exhibit C</u> Sample Quitclaim Deeds RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK 33 E. Broadway Avenue Meridian, Idaho 83642

#### **QUITCLAIM DEED**

For value received, the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("Grantor"), does hereby grant, bargain, sell, and convey unto the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose current address is 33 E. Broadway Avenue, Meridian, Idaho ("Grantee"), and its successors and assigns forever, the following described premises, in Ada County, Idaho, to wit:

#### See attached Exhibit 1.

To have and to hold the said premises, together with all buildings, structures, improvements, fixtures, and appurtenances thereto, and any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:** WESTERN ADA RECREATION DISTRICT

Shaun Wardle, Board President

STATE OF IDAHO ) ) ss: County of \_\_\_\_\_ )

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Shaun Wardle, on behalf of the Western Ada Recreation District, in his capacity as Board President.

Notary Public for Idaho Residing at \_\_\_\_\_, Idaho

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

## EXHIBIT 1

The Land referred to herein below is situated in the County of Ada, State of Idaho, and is described as follows:

A parcel of land, as shown on the Record of Survey No. 8737, on file under Instrument No.110021878 in the Office of the Recorder for Ada County, Idaho, lying in the Northwest 1/4 of Section 18, T.3N., R.1E., B.M., Meridian, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the North 1/4 corner of said Section 18, marked by a brass cap;

thence along the North line of said Section 18 South 89°20'05" West 1309.06 feet to the Northeast comer of Government Lot 1 of said Northwest 1/4 of Section 18 as shown on Record of Survey No. 2017 on file under Instrument No. 9168335 in the Office of the Recorder for Ada County, Idaho;

thence along the East line of said Government Lot 1 South 00°40'03" West 414.24 feet to the POINT OF BEGINNING, marked by an iron pin;

thence continuing South 00°40'03" West 247.34 feet to a point, marked by an iron pin;

thence North 52°17'11" West 450.67 feet to a point, marked by an iron pin;

thence North 00°40'03" East 11.43 feet to a point, marked by an iron pin;

thence North 87°14'16" East 173.69 feet to a point of curve, marked by an iron pin;

thence along the arc of a curve to the left 55.71 feet, said curve having a radius of 66.00 feet, a central angle of 48°21'47", and a long chord bearing North 63°03'22" East 54.07 feet to a point, marked by an iron pin;

thence North 38°52'29" East 44.52 feet to a point, marked by an iron pin;

thence South 51°07'31" East 19.67 feet to a point, marked by an iron pin;

thence South 38°52'29" West 16.49 feet to a point, marked by an iron pin;

thence South 51°52'37" East 133.04 feet to the POINT OF BEGINNING.

APN: S1118223084

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK 33 E. Broadway Avenue Meridian, Idaho 83642

#### **QUITCLAIM DEED**

For value received, the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("Grantor"), does hereby grant, bargain, sell, and convey to the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 E. Broadway Avenue, Meridian, Idaho ("Grantee"), and its successors and assigns forever, the following described premises, in Ada County, Idaho, to wit:

Lot 14 in Block 2 of SETTLERS VILLAGE, a re-plat of the original Settlers Plat as vacated by the City of Meridian in April, 1981, according to the plat thereof, filed in Book 51 of Plats at Pages 4206 through 4209; and Amended by an Affidavit recorded August 3, 1984 as Instrument No. 8438997 and Affidavit recorded December 18, 2007 as Instrument No. 107166403, Records of Ada County, Idaho.

To have and to hold the said premises, together with all buildings, structures, improvements, fixtures, and appurtenances thereto, and any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

<b>GRANTOR:</b>	STATE OF IDAHO )
WESTERN ADA RECREATION DISTRICT	) ss: County of ) This record was acknowledged before me on the day of, 2024, by Shaun Wardle, on behalf of the Western Ada Recreation District, in his capacity as Board President.
Shaun Wardle, Board President	
	Notary Public for Idaho

Residing at \_\_\_\_\_\_, Idaho My Commission Expires: \_\_\_\_\_\_

EXHIBIT D SAMPLE PERSONAL PROPERTY AGREEMENT

### AGREEMENT FOR TRANSFER OF PERSONAL PROPERTY

This AGREEMENT FOR TRANSFER OF PERSONAL PROPERTY ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("WARD") (collectively, "Parties").

WHEREAS, WARD is the owner of personal property used for the operation and maintenance of the Community Swimming Pool located at 213 E. Franklin Road, in Meridian, a neighborhood park located at 1031 E. Tammy Street, in Meridian, and Lakeview Golf Course, located at 4200 W. Talamore Boulevard, in Meridian ("Personal Property"); and,

WHEREAS, pursuant to the *Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets* entered into by the Parties ("MOA"), by this Agreement WARD seeks to convey the Personal Property to City; and

**WHEREAS,** by this Agreement City gratefully accepts the Personal Property and agrees to use the same for the benefit of the Meridian community;

**NOW, THEREFORE,** for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals set forth above, which are hereby incorporated herein, and the mutual promises and covenants herein contained, the Parties agree as follows:

## I. WARD'S CONVEYANCE.

- **A. Convey Personal Property.** As of Closing, as such term is defined in the MOA, WARD hereby conveys to City any and all Personal Property used for the operation and maintenance of the Properties.
- B. Certifications. WARD hereby certifies that:
  - 1. To WARD's knowledge, WARD is not required to obtain the approval or consent of any person, firm, or other entity to permit WARD to consummate the transactions contemplated by this Agreement.
  - 2. WARD owns and possesses all rights, title, and interest in and to the Personal Property.
  - **3.** There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting WARD or the Personal Property.
  - **C.** Certifications of City. City hereby certifies that, except as may be disclosed in writing to WARD before Closing:
    - 1. To City's knowledge, City is not required to obtain the approval or consent of any person, firm, or other entity to permit City to consummate the transactions contemplated by this Agreement.
    - 2. Upon Closing, City acknowledges that it has made its own inspection of the Personal Property and is acquiring the same in "As-Is Condition" and that WARD has not made any representations or warranties as to the condition or use of same other than as set forth in this Agreement.

### **II. CITY'S ACCEPTANCE.**

As of Closing, as such term is defined in the MOA, City shall accept WARD's conveyance of the Personal Property, pursuant to all terms and conditions of this Agreement, and shall take ownership and possession of the Personal Property upon Closing. Following the Closing, City shall use and operate the Personal Property in the course of providing recreation facilities for public use.

### **III. GENERAL PROVISIONS.**

**A.** Notice. 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:	If to WARD:
City Clerk	Shaun Wardle, Board President
City of Meridian	Western Ada Recreation District
33 E. Broadway Avenue	P.O. Box 566
Meridian, Idaho 83642	Meridian, Idaho 83680

- **B.** Term. This Agreement shall be effective upon the Effective Date and shall expire upon Closing, as such term is defined in the MOA, unless earlier extended or terminated as set forth herein.
- **C.** 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.
- **D.** 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.
- **E. Liability.** Each party shall be solely liable for the actions and/or inactions, including errors, omissions, and/or negligence of its own employees. Neither party shall bear any responsibility or liability for the errors, omissions, and/or negligence of the other.
- **F. Compliance with laws.** In performing the scope of services required hereunder, City and WARD shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. 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.

### G. Termination.

1. **Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet either party'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.
- **H.** 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.
- I. Time of the essence. The Parties acknowledge obligations under this Agreement shall be fulfilled in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- **J.** Third-party beneficiaries. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- **K.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- L. No limitation. Nothing in this Agreement or any other agreement shall prevent or limit City, when City owns the Personal Property, from alienating or making any improvements or changes to the Personal Property or any component thereof, whether temporarily or permanently, as may be deemed by City to further the public interest, health, safety, and/or welfare.
- **M. Authority.** The Parties certify that the execution, delivery, and consummation of this Agreement has been duly approved in accordance with applicable laws and any documents or instruments governing the respective Parties, and that the execution, delivery, and consummation of this Agreement will not, with the passage of time, the giving of notice, or otherwise, cause either Party to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which the Party or the personal property conveyed by this Agreement are subject or bound.
- **N. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and WARD. The Parties signatory hereto

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

**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.

## WESTERN ADA RECREATION DISTRICT:

DocuSigned by:			
Shawn	Wardle		

°Shatem³₩ardle, Board President

## **CITY OF MERIDIAN:**

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

<u>Exhibit E</u> Quitclaim Deed RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK 33 E. Broadway Avenue Meridian, Idaho 83642

### **QUITCLAIM DEED**

For value received, the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("Grantor"), does hereby convey, release, remise and forever quitclaim unto the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose current address is 33 E. Broadway Avenue, Meridian, Idaho ("Grantee"), and its successors and assigns forever, the following described premises, in Ada County, Idaho, to wit:

### See attached Exhibit 1: Lakeview Golf Course

And including, but not limited to, Grantor's leasehold interest in said premises, if any (collectively, "Property"). To have and to hold the said Property, unto the said Grantee, and Grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:** WESTERN ADA RECREATION DISTRICT

Shaun Wardle, Board President

STATE OF IDAHO ) ) ss: County of \_\_\_\_\_ )

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Shaun Wardle, on behalf of the Western Ada Recreation District, in his capacity as Board President.

Notary Public for Idaho	
Residing at	, Idaho

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

## EXHIBIT 1 LEGAL DESCRIPTION OF REAL PROPERTY

Parcel I

A parcel of land being a portion of the West half Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows: Beginning at a brass cap marking the Southeast corner of the Northeast Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County Idaho; thence along the Southerly boundary of said Northeast Ouarter of Section 3 North 88°55'29" West 2643.29 feet to a brass cap marking the Southwest corner of the Northeast Ouarter; thence leaving said Southerly boundary North 75°30'00" West 190.00 feet to a 2" iron pipe; thence North 40°00'00" West 40.00 feet to an iron pin; thence South 75°59'31" West 70.00 feet to an iron pin; thence South 25°00'00" West 64.19 feet to an iron pin; thence North 89°25'06" West 254.51 feet to a point, said point also being the REAL POINT OF **BEGINNING:** thence continuing North 89°25'06" West 100.01 feet to a point; thence South 00°30'11" West 407.92 feet to a point; thence South 68°54'11" East 276.46 feet to a point marking a point of curve; thence along a curve to the right 59.46 feet, said curve having a central angle of 34°04'10", a radius of 100.00 feet, tangents of 30.64 feet and a long chord of 58.59 feet bearing South 51°52'06" East to a point marking a point of tangents; thence South 34°50'01" East 292.99 feet to a point: thence South 89°48'41" East 147.34 feet to a point; thence North 35°00'00" West 109.03 feet to a point; thence North 51°45'00" West 580.00 feet to a point; thence North 00°29'44" East 335.18 feet to the POINT OF BEGINNING.

Parcel II

A parcel of land lying in portions of the South half of the North half and the North half of the South half of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows:

Beginning at a point marking the Northwest corner of the said North half of the South half of Section 3; thence

South 89°25'06" East 2,077.73 feet along the Northerly boundary of the said North half of the South half of Section 3 to a point also said point being the REAL POINT OF BEGINNING; thence South 0°29'44" West 335.18 feet to a point; thence

South 51°45'00" East 580.00 feet to a point; thence

South 35°00'00" East 285.33 feet to a point; thence

South 22°15'00" West 60.05 feet to a point; thence

South 43°58'10" East 238.75 feet to a point; thence South 29°00'00" East 110.00 feet to a point; thence North 61°00'00" East 81.19 feet to a point of curve; thence Northeasterly along a curve to the left 147.14 feet, said curve having a central angle of 48°10'28", a radius of 175.00 feet, tangents of 78.23 feet and a long chord of 142.84 feet bearing North 36°54'46" East to a point of ending of curve; thence North 56°30'00" West 151.38 feet to a point; thence North 41°30'00" West 203.92 feet to a point; thence North 17°15'00" West 94.14 feet to a point; thence North 22°15'00" East 147.00 feet to a point; thence North 65°50'00" East 45.00 feet to a point; thence South 87°20'00" East 78.40 feet to a point; thence South 68°00'00" East 61.48 feet to a point; thence South 71°33'25" East 88.05 feet to a point; thence South 60°00'00" East 108.33 feet to a point of beginning of curve; thence Northeasterly along a curve to the right 139.32 feet, said curve having a central angle of 25°35'19", a radius of 311.95 feet, tangents of 70.84 feet and along chord of 138.16 feet bearing North 56°12'20" East to a point of tangent; thence North 69°00'00" East 115.08 feet to a point of curve; thence Northeasterly along a curve to the left 125.75 feet, said curve having a central angle of 24°25'22", a radius of 295.00 feet, tangents of 63.84 feet and a long chord of 124.80 feet bearing North 56°47'19" East to a point of ending of curve; thence North 44°00'00" West 79.63 feet to a point; thence North 67°45'00" West 160.00 feet to a point; thence South 65°50'00" West 244.67 feet to a point; thence North 50°30'00" West 114.35 feet to a point; thence North 44°00'00" East 90.00 feet to a point; thence North 17°00'00" West 175.00 feet to a point; thence North 12°00'00" East 280.00 feet to a point; thence North 77°30'00" West 170.00 feet to a point; thence South 68°00'00" West 265.00 feet to a point marking the Northeast corner of the Southwest Quarter of the said Section 3; thence North 75°30'00" West 190.00 feet to a point; thence North 40°00'00" West 40.00 feet to a point; thence South 75°59'31" West 70.00 feet to a point; thence South 25°00'00" West 64.19 feet to a point on the said Northerly boundary of the North half of the South half of Section 3: thence North 89°25'06" West 254.51 feet along the said Northerly boundary of the North half of the South half of Section 3 to the POINT OF BEGINNING.

EXCEPT that portion lying within the following subdivisions:

Cherry Lane Village No. 1 Subdivision, according to the plat thereof, filed in Book 44 of Plats at Pages 3537 and 3538, records of Ada County, Idaho;

Cherry Lane Village No. 2 Subdivision, according to the plat thereof, filed in Book 46 of Plats at Pages 3791 and 3792, records of Ada County, Idaho;

The Lake at Cherry Lane, according to the plat thereof filed in Book 52 of Plats at Pages 4569 and 4570, records of Ada County, Idaho;

The Lake at Cherry Lane No. 2, according to the plat thereof filed in Book 54 of Plats at Pages 4882 and 4883, records of Ada County, Idaho;

The Lake at Cherry Lane No. 4 Subdivision, according to the plat thereof, filed in Book 74 of Plats at Pages 7674 and 7675, records of Ada County, Idaho.

#### Parcel III-A

A portion of the West half of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East 2651.19 feet to the guarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East 379.53 feet to the REAL POINT OF BEGINNING: thence continuing South 88°55'31" East 182.65 feet to a point: thence South 8°18'10" East 440.66 feet to a point; thence South 16°18'25" West 218.04 feet to a point; thence North 89°13'51" East 540.22 feet to a point; thence North 71°43'34" East 442.46 feet to a point; thence North 10°33'50" East 487.84 feet to a point; thence South 88°55'31" East 124.84 feet to a point; thence South 50°38'25" East 89.99 feet to a point; thence 165.33 feet along the arc of a curve to the right, having a radius of 250.25 feet, a central angle of 37°51'08", and a long chord bearing South 31°42'52" East 162.34 feet to a point; thence North 89°29'44" West 120.24 feet to a point; thence South 4°27'17" East 80.30 feet to a point; thence South 0°30'16" West 230.52 feet to a point; thence South 10°31'20" West 123.51 feet to a point; thence South 30°14'07" West 119.57 feet to a point; thence South 50°50'29" West 134.39 feet to a point; thence South 71°28'48" West 120.64 feet to a point; thence South 82°45'52" West 225.84 feet to a point; thence South 89°02'57" West 67.30 feet to a point; thence North 89°10'41" West 825.06 feet to a point; thence North 77°29'20" West 148.07 feet to a point; thence North 89°10'41" West 160.40 feet to a point lying 65.00 feet East of the West boundary of said Section 3; thence along a line 65.00 feet East of and parallel to the West boundary of said Section 3 North 0°38'11" East 247.64 feet to a point, thence South 89°21'49" East 156.03 feet to a point; thence North 45°03'16" East 163.61 feet to a point; thence North 5°39'31" East 502.42 feet to the POINT OF BEGINNING.

### Parcel III-B

A portion of the West half of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East 2651.19 feet to the guarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°56'31" East 1977.72 feet to a 5/8" iron pin and the REAL POINT OF **BEGINNING**; thence South 0°30'15" West 413.59 feet to a point; thence North 68°54'11" West 26.71 feet to a point; thence North 0°30'15" East 217.93 feet to a point; thence 211.88 feet along the arc of a curve to the left, having a radius of 249.75 feet, a central angle of 48°36'25" and a long chord bearing North 23°47'57" West 205.58 feet to a point: thence South 88°55'31" East 109.62 feet to the POINT OF BEGINNING.

Parcel IV-A

A portion of the Southwest Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West; Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Section 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County,

Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence

North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence

South 88°55'31" East, 379.53 feet to the REAL POINT OF BEGINNING; thence

North 5°39'31" East, 290.28 feet to a point; thence 46.45 feet along the arc of a nontangent curve to the right, having a radius of 250.00 feet, a central angle of 10°38'46", and a long chord bearing South 49°22'43" East, 46.39 feet to a point; thence

South 44°03'20" East, 136.41 feet to a point; thence

South 8°18'10" East, 165.80 feet to a point; thence

North 88°55'31" West, 182.65 feet to the POINT OF BEGINNING.

Parcel IV-B

A portion of Government Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West Boise Meridian, Meridian, Ada County, Idaho more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Section 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence

South 88°55'31" East, 834.71 feet to a point; thence

North 1°04'29" East, 77.45 feet to the REAL POINT OF BEGINNING; thence 199.31 feet along the arc of curve to the right having a radius of 270.00 feet, a central angle of 42°17'41" and a long chord bearing

North 65°12'11" West, 194.81 feet to a point; thence North 44°03'20" West, 198.06 feet to a point; thence North 37°38'05" East, 125.90 feet to a point; thence North 4°26'20" West, 178.94 feet to a point; thence North 49°13'43" West, 619.18 feet to a point; thence North 89°21'33" West, 39.72 feet to a point; thence North 0°38'27" East, 178.61 feet to a point; thence South 89°21'33" East, 104.94 feet to a point; thence North 26°46'55" East, 463.73 feet to a point; thence North 13°05'08" East, 186.18 feet to a point; thence South 89°23'04" East, 221.37 feet to a point; thence South 0°36'56" West, 30.00 feet to a point; thence North 89°23'04" West, 114.43 feet to a point; thence South 10°38'11" West, 162.48 feet to a point; thence South 5°36'09" East, 160.95 feet to a point; thence South 48°58'55" West, 66.41 feet to a point; thence South 10°49'04" West, 123.62 feet to a point; thence South 12°00'00" East, 85.00 feet to a point; thence South 53°26'21" East, 142.60 feet to a point; thence South 6°51'51" West, 151.05 feet to a point; thence South 41°14'14" East, 171.06 feet to a point; thence South 89°12'26" East, 122.33 feet to a point; thence South 43°03'05" East, 60.00 feet to a point; thence South 0°36'15" West, 671.50 feet to the POINT OF BEGINNING.

Parcel IV-C

A portion of the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8' iron pin; thence

South 88°55'31" East, 1784.61 feet to a point; thence

North 1°04'29" East, 303.15 feet to the REAL POINT OF BEGINNING;

thence North 66°28'40" West, 157.70 feet to a point; thence

North 56°56'39" West, 717.37 feet to a point; thence North 89°23'44" West, 36.12 feet to a point; thence North 0°36'28" East, 5.00 feet to a point; thence 154.59 feet along the arc of a nontangent curve to the left, having a radius of 225.00 feet, a central angle of 39°22'00", and a long chord bearing North 19°04'45" West, 151.57 feet to a point; thence North 38°45'45" West, 39.00 feet to a point; thence North 51°14'15" East, 110.00 feet to a point; thence North 26°11'31" West, 134.78 feet to a point; thence North 4°04'20" West, 277.45 feet to a point; thence North 31°46'35" West, 241.56 feet to a point; thence North 0°36'56" East, 132.59 feet to a point; thence North 89°23'04" West, 110.00 feet to a point; thence North 0°36'56" East, 30.00 feet to a point; thence South 89°23'04" East, 175.94 feet to a point; thence South 78°05'29" East, 71.13 feet to a point; thence South 63°13'16" East, 65.34 feet to a point; thence South 56°28'32" East, 79.07 feet to a point; thence South 53°15'09" East, 86.07 feet to a point, thence South 42°31'18" East, 70.53 feet to a point; thence South 35°28'22" East, 77.08 feet to a point; thence South 5°49'06" East, 249.89 feet to a point; thence South 8°16'07" East, 125.42 feet to a point; thence South 13°56'20" East, 266.06 feet to a point; thence South 42°43'29" East, 283.07 feet to a point; thence North 61°49'13" East, 165.37 feet to a point; thence North 11°00'42" West, 399.24 feet to a point; thence South 89°18'49" East, 398.40 feet to a point; thence South 79°02'15" East, 61.16 feet to a point; thence South 60°40'15" East, 164.39 feet to a point; thence South 85°10'18" East, 136.30 feet to a point; thence South 0°30'15" West, 235.93 feet to a point; thence North 89°29'45" West, 80.00 feet to a point; thence South 78°33'49" West, 182.71 feet to a point; thence South 11°45'15" West, 185.77 feet to a point; thence South 0°30'15" West, 154.10 feet to a point; thence 288.86 feet along the arc of a nontangent curve to the left, having a radius of 425.00 feet, a central angle of 38°56'31", and a long chord bearing South 63°04'11" West, 283.33 feet to the POINT OF BEGINNING.

**EXCEPTING THEREFROM:** 

A portion of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northeast corner of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho;

thence along the Easterly boundary of the said Northwest quarter of Section 3,

South 00°27'29" West 1,365.57 feet to an iron pin marking the Southeast corner of the Northeast quarter of the Northwest quarter of Section 3, said iron pin also being on the Northerly boundary

of The Lake at Cherry Lane No. 4 Subdivision as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 74 of Plats at Pages 7674 and 7675;

thence leaving said Easterly boundary and along the said Northerly boundary of The Lake at Cherry Lane No. 4 Subdivision,

North 89°18'58" West 301.76 feet to an iron pin marking the Northwest corner of said The Lake at Cherry Lane No. 4 subdivision; thence leaving said Northerly boundary and along the Westerly boundary of said The Lake at Cherry Lane No. 4 Subdivision,

South 00°30'18" West 486.13 feet to an iron pin, said iron pin being the Real Point of Beginning; thence continuing along said Westerly boundary,

South 00°30'18" West 19.38 feet to a point; thence leaving said Northwesterly boundary,

North 89°29'45" West 79.95 feet to a point; thence

South 78°33'49' West 182.71 feet to a point; thence

North 11°45'06" East 20.62 feet to a point; thence

North 78°53'05" East 183.47 feet to a point; thence

South 89°29'54" East 74.99 feet to the Point of Beginning.

#### FURTHER EXCEPTING THEREFROM:

A portion of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows: Beginning at a brass cap marking the Northeast corner of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian Ada County, Idaho; thence along the Easterly boundary of the said Northwest quarter of Section 3, South 00°27'2.9" West 1,365.57 feet to an iron pin marking the Southeast corner of the Northeast quarter of the Northwest quarter of Section 3, said iron pin also being on the Northerly boundary of The Lake at Cherry Lane No. 4 Subdivision as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 74 of Plats at Pages 7674 and 7675; thence leaving said Easterly boundary and along the said Northerly boundary of The Lake at Cherry Lane No. 4 Subdivision, North 89°18'58" West 301.76 feet to an iron pin marking the Northwest corner of said The Lake at Cherry Lane No. 4 subdivision: thence leaving said Northerly boundary and along the Westerly boundary of said The Lake at Cherry Lane No. 4 Subdivision, South 00°30'18" West 486.13 feet to an iron pin; thence leaving said Westerly boundary North 89°29'54" West 74.97 feet to an iron pin; thence South 78°53'05" West 183.47 feet to an iron pin, said iron pin being the Real Point of Beginning; thence South 11°45'06" West 206.39 feet to an iron pin; thence South 00°30'06" West 154.08 feet to an iron pin, thence Southwesterly 24.54 feet along the arc of a curve to the left said curve having a radius of 425.00 feet, a central angle of 03°18'29", and a long chord bearing South 80°53'03" West 24.54 feet, to a point on the Easterly right of way of the Eight Mile Lateral;

thence along said Easterly right of way

North 00°42'19" East 347.61 feet to a point; thence leaving said Easterly said right of way North 78°53'05" East 64.54 feet to the Real Point of Beginning.

Parcel IV-D

A portion of the Southeast Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County,

Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence

North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence

South 88°55'31" East, 1614.53 feet to the REAL POINT OF BEGINNING; thence

North 10°33'50" East, 72.37 feet to a point; thence 129.52 feet along the arc of a nontangent curve to the right, having a radius of 600.00 feet, a central angle of 12°22'07", and a long chord bearing South 56°49'29" East, 129.27 feet to a point; thence

South 50°38'25" East, 4.33 feet to a point; thence

North 88°55'31" West, 124.84 feet to the POINT OF BEGINNING.

Sec. 17

Parcel IV-E

A portion of the Southeast Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County,

Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence

North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence

South 88°55'31" East, 1977.72 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING; thence

North 88°55'31" West 109.62 feet to a point; thence 11.06 feet along the arc of a nontangent curve to the left, having a radius of 249.75 feet, a central angle of 2°32'16", and a long chord hearing

North 49°22'17" West, 11.06 feet to a point; thence

North 50°38'25" West, 94.32 feet to a point; thence 60.45 feet along the arc of a curve to the left, having a radius of 680.00 feet, a central angle of 5°05'36", and a long chord bearing North 53°11'13" West, 60.43 feet to a point; thence 30.13 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 86°18'50", and a long chord bearing North 12°34'36" West, 27.36 feet to a point; thence

North 30°34'50" East, 84.13 feet to a point; thence 269.77 feet along the arc of a curve to the right, having a radius of 375.00 feet, a central angle of 41°13'04", and a long chord bearing North 51°11'21" East, 263.99 feet to a point; thence

South 0°30'15" West, 369.89 feet to the POINT OF BEGINNING.

Parcel V

Lots 1 and 52 in Block 5, and Lot 11 in Block 9 of Cherry Lane Village No. 1 Subdivision, according to the plat thereof filed in Book 44 of Plats at Pages 3537 through 3538, records of Ada County, Idaho.

Parcel VI

Lots 12 and 21 in Block 9 and Lot 4 in Block 11 and Lot 53 in Block 5 of Cherry Lane Village No. 2 Subdivision, according to the plat thereof, filed in Book 46 of Plats at Pages 3791 and 3792, records of Ada County, Idaho.

#### Parcel VII

Lot 83 in Block 5 and Lot 14, in Block 13 Cherry Lane Village No. 3 Subdivision according to the official plat thereof filed in Book 58 of Plats at Pages 5473 through 5475, records of Ada County, Idaho.

EXCEPTING THEREFROM that portion of Lot 83 in Block 5 of the proposed Cherry Lane Village No. 3 Subdivision located in the SE ¼ of Section 3, T. 3N., R. 1W., B.M., Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said SE <sup>1</sup>/<sub>4</sub>; thence

North 00°19'11" East 451.29 feet along the Easterly boundary of said SE ¼ and the centerline of Ten Mile Road to a point marking the intersection of the centerline of the proposed Woodmont Drive and said centerline of Ten Mile Road; thence along the following courses and distances along said proposed centerline of Woodmont Drive;

North 89°40'49" West 136.00 feet to a point of curve; thence Northwesterly along a curve to the right 54.87 feet, said curve having a central angle of 21°40'49", a radius of 145.00 feet, tangents of 27.77 feet and a long chord of 54.54 feet bearing North 78°50'25" West to a point of tangent; thence

North 68°00'00" West 171.40 feet to a point of curve; thence Northwesterly along a curve to the left 78.86 feet, said curve having a central angle of 25°49'14", a radius of 175.00 feet, tangents of 40.11 feet and a long chord of 78.20 feet bearing North 80°54'37" West to a point of ending of curve; thence leaving said proposed centerline of Woodmont Drive along a non-tangent line,

South 05°35'15" West 25.40 feet to a point marking the Northwesterly corner of Lot 84, Block 5 of said proposed Cherry Lane Village No. 3 Subdivision, also said point being on the Southwesterly right-of-way line of said proposed Woodmont Drive, said point also being the REAL POINT OF BEGINNING;

thence continuing South 05°35'15" West 66.64 feet along the Westerly boundary of said Lot 84, Block 5 to a point marking the Southwesterly corner of said Lot 84, Block 5, also said point being on the Southerly boundary of said proposed Cherry Lane Village No. 3 Subdivision;

thence North 60°50'49" West 3.00 feet along said Southerly boundary of the proposed Cherry Lane Village No. 3 Subdivision to a point; thence leaving said Southerly boundary,

North 05°13'51" West 62.96 feet to a point on said Southerly right-of-way line of proposed Woodmont Drive, also said point being a point on curve;

thence Northeasterly along a non-tangent curve to the right along said Southerly right-of-way line of proposed Woodmont Drive 15.01 feet, said curve having a central angle of 05°44'02", a radius of 150.00 feet, tangents of 7.51 feet and a long chord of 15.00 feet bearing North 81°43'36" East to the POINT OF BEGINNING.

#### Parcel VIII

Lot 28 in Block 11 and Lot 39 in Block 13 Cherry Lane Village No. 4 Subdivision according to the official plat thereof filed in Book 63 of Plats at Pages 6376 and 6377, records of Ada County, Idaho.

Parcel IX

Lot 9 in Block 1 of Record of Survey No. 802 of adjusted lot lines for Lots 8, 9 and 10, in Block 1 of The Lake at Cherry Lane, according to the plat thereof, filed in Book 52 of Plats at Pages 4569 and 4570, records of Ada County, Idaho.

EXCEPT that portion lying within the original Lot 8.

Parcel X

Lot 5 in Block 1 and Lot 13 in Block 2, The Lake at Cherry Lane No. 2, according to the official plat thereof, filed in Book 54 of Plats at Pages 4882 and 4883, records of Ada County, Idaho.

Parcel XI

Lot 24 in Block 2 of The Lake at Cherry Lane No. 3 Subdivision according to the official plat thereof filed in Book 70 of Plats at Pages 7167 and 7168, records of Ada County, Idaho.

Parcel XII

Lot 19 in Block 1 and Lot 46 in Block 2 of The Lake at Cherry Lane No. 4 Subdivision, according to the official plat thereof, filed in Book 74 of Plats at Page 7674 and 7675, records of Ada County, Idaho.



ITEM TOPIC: Rail with Trail Pathway Project Update and Funding Request



## **MEMO TO CITY COUNCIL**

## Request to Include Topic on the City Council Agenda

From:	Kim Warren, Pathways Project Manager	<b>Meeting Date:</b>	March 26, 2024
Presenter:	Kim Warren	Estimated Time:	15 minutes
Topic:	Rail with Trail Pathway Update and Funding	ith Trail Pathway Update and Funding	

## **Background**:

Staff has been working on a multi-use pathway that would parallel the rail corridor from NW 3<sup>rd</sup> Street to NW 8<sup>th</sup> Street and connect to Broadway Ave. Planned future segments of this pathway will complete a pedestrian connection between Meridian Road and Linder Road.

In 2018, the City purchased a lot on NW 3<sup>rd</sup> Street to obtain Right of Way (ROW) for the first phase of the pathway. The City planned to trade a portion of the property to Friends of Children and Families (FOCAF) in exchange for the land behind their fence line, which would complete the full ROW for the pathway and allow the project to move forward.

FOCAF had expressed a willingness to trade, but the trade could not be executed until an existing bond on the property matured at the end of 2023. After the bond matured staff entered into the due diligence phase of the process, which required title reports for the properties involved in the land trade. In the course of reviewing these reports, it was discovered that a strip of land immediately south of the FOCAF property was owned by Nampa and Meridian Irrigation District (NMID).

Under the terms of the City's Master Pathway Agreement with NMID, all that is needed to construct the pathway across this property is a simple license agreement. A land trade is no longer necessary at this time.

## **Next Steps:**

Due to rising costs over time, additional piping, and a possible trailhead at this location, our current Federal Grant of \$540,000 is insufficient to complete the project. We are proposing to request additional TAP-TMA funding in the amount of \$500,000 to cover the total cost of project engineering and construction. The City is obligated to pay 7.34% of the total project cost as defined in the State/Local agreement previously approved by Council. Our Current budget for this project is sufficient to cover the additional match amount.

This request for additional funding amount has been vetted with the City's Grants Committee. If the additional funding request is approved we will begin project engineering, with the goal of starting construction after the irrigation season of 2025.

## **Recommended Council Action:**

Authorize the Mayor to sign the attached authorization to apply for additional funding.

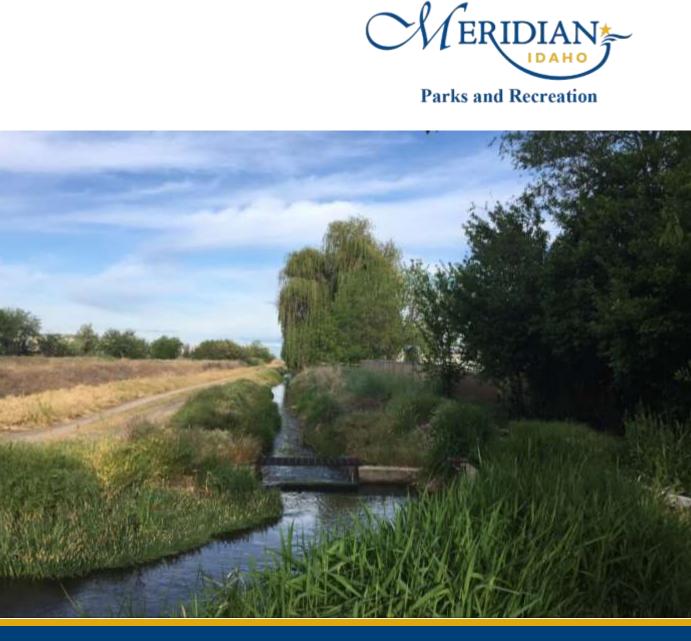
## Local Rail With Trail Pathway

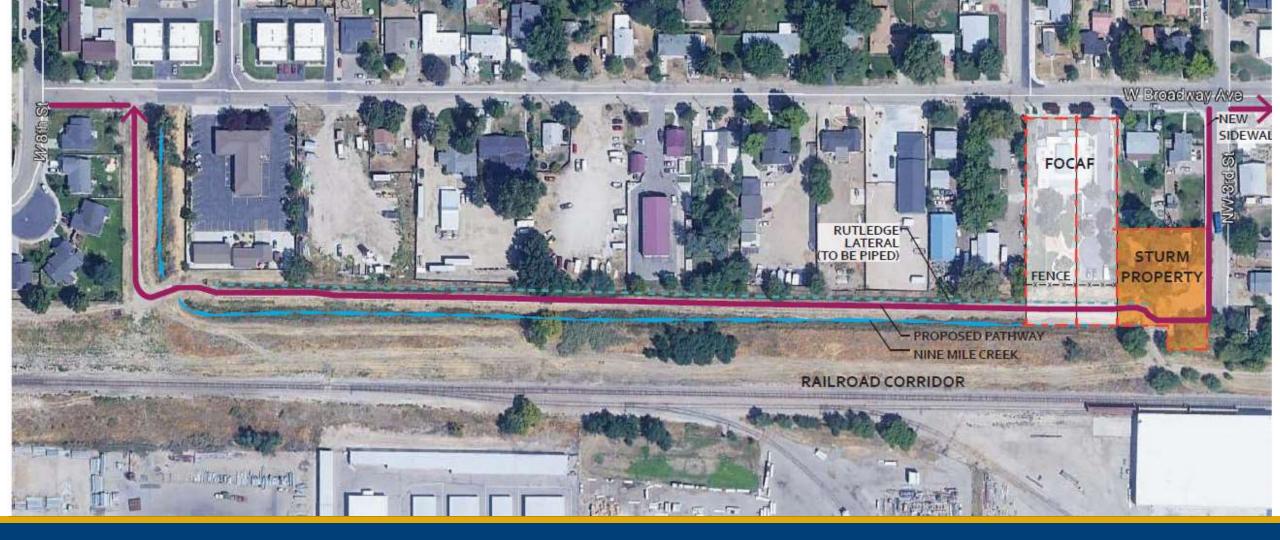


Approval to Request Additional Funding

## March 26, 2024

Kim Warren, RLA Pathways Project Manager





## **PROJECT HISTORY**

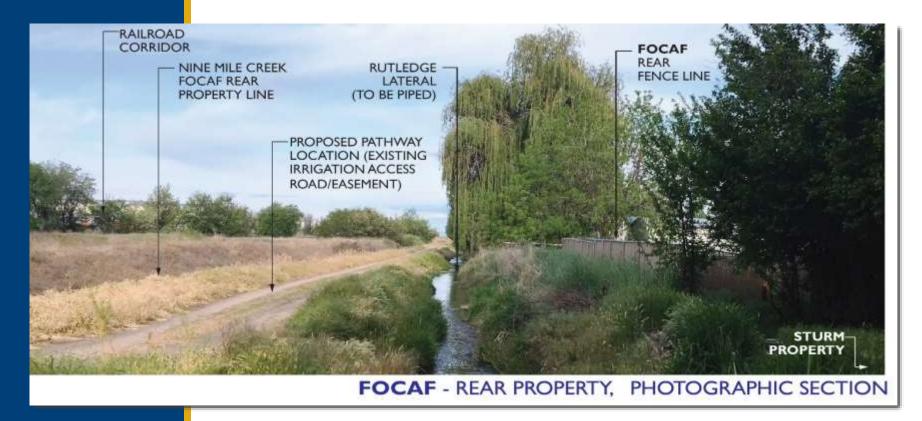
- Plan for multi-use pathway from NW 3<sup>rd</sup> to NW 8<sup>th</sup> Street
- Unable to complete right-of-way for the project
- No pathway access to NW 3<sup>rd</sup> Street

## **PROJECT HISTORY**

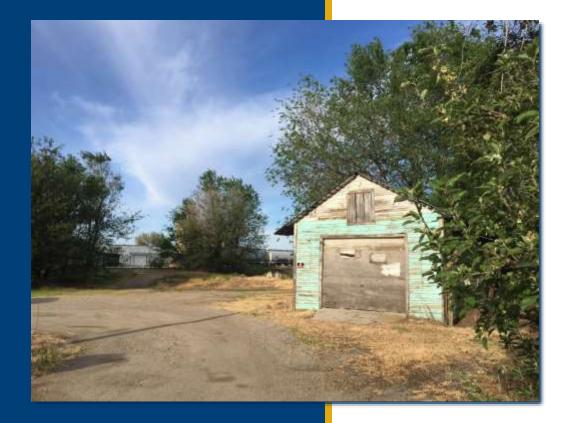
## **Asked to Purchase Easement**

- Land not able to be used by FOCAF is valuable to the City.
- Pathways are one of the only permitted uses within irrigation easements.

•Federal rules preclude purchase/sale of easement.



## **PROJECT HISTORY** (Continued)



## Land Trade Proposal

 In 2018 the City purchased a property on NW 3<sup>rd</sup> Street with intent to trade

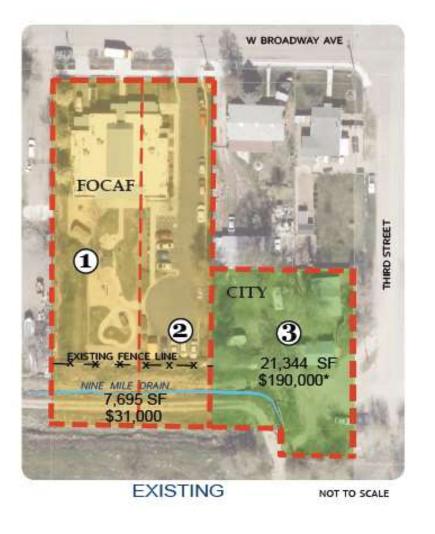
 FOCAF benefits from a pull-through option + more parking

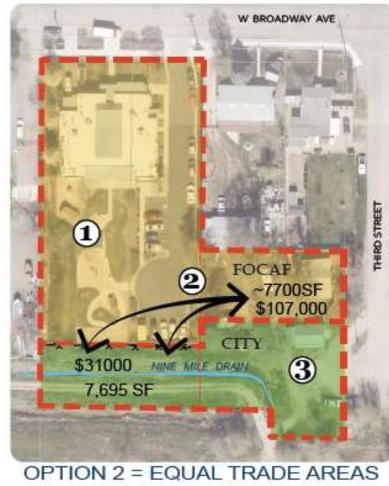
•City is able to complete pathway

 Needed to wait until end of 2023, for bonds to mature

# **Proposed Land Trade**

- Property (purchased in 2018) had appreciated in value
- Received council approval in 2023 to trade/complete PBA
- Agreed to trade equal land areas, unequal assessed values





\$76,800 difference in value

## Friends of Children & Families FOCAF

## Long-time Community Partner

- Local Head Start Program
- Holiday Classic Volleyball Tournament Santa Gifts
- 14 years

## Mutually advantageous to FOCAF and City

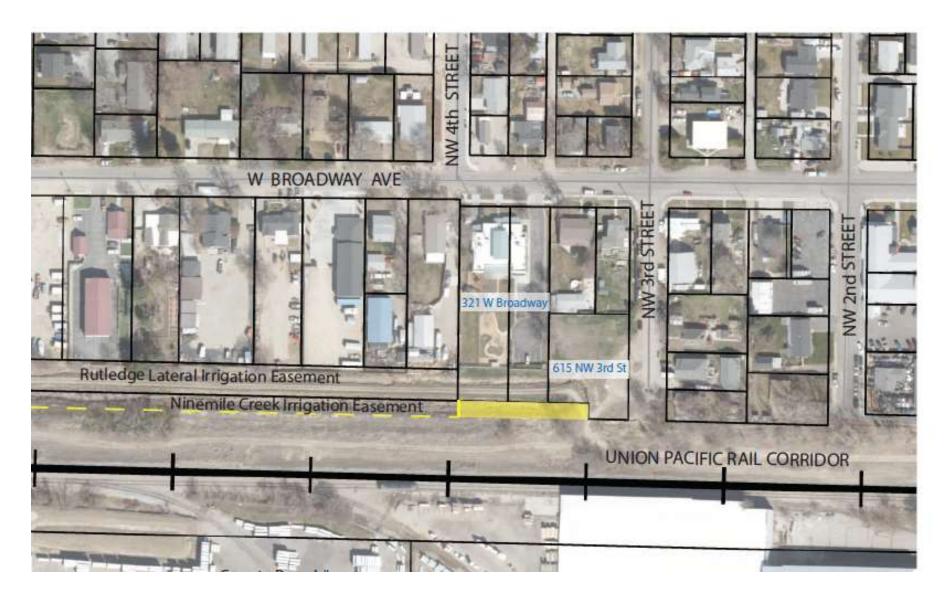
- •FOCAF pull-through option to 3<sup>rd</sup> Street+ shared parking
- City is able to complete pathway

## Friends of Children & Families, Inc.

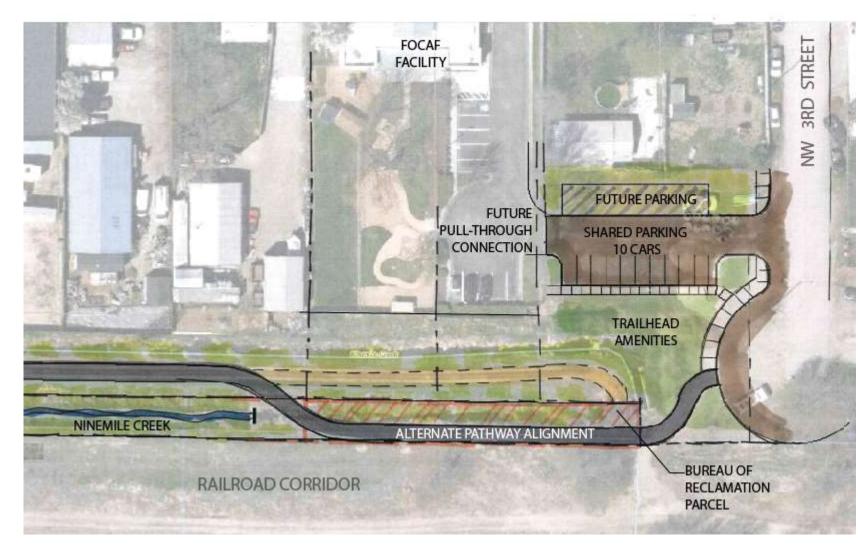
Head Start & Early Head Start

# **Title Report**

- Part of due diligence phase
- Mention of property at south end of FOCAF lots
- Prompted additional research into land ownership (for yellow parcel)
- Discovered to be Bureau of Reclamation / NMID property



# **Alternate Pathway Alignment**



- In lieu of trade
- Space within easement is limited due to Ninemile Creek
- Pipe a portion of the Ninemile Creek in order to skirt FOCAF parcels
- No need to trade property
- Reallocate project funds to develop a small trailhead with shared parking

# **Next Steps**

## Questions | Considerations

- Floodplain
- Environmental
- Constructability
- Irrigation District Coordination
- Council Support- Mayor to sign additional funding request letter



# **Additional Funding Needed**

- Recommendation by LHTAC to complete construction
- Elapsed time since project inception resulted in cost increase
- Requesting Additional TAP-TMA Funding (Federal)
- No budget amendment needed. Current project budget can accommodate increased match.

TAP-TMA Funding	Awarded Amount	City Match
CURRENT	\$540 k	\$39 k
ADDITIONAL	\$500 k	\$37 k
TOTAL	\$1.04 million	\$76 k

# **Requested** action

 Authorize the Mayor to sign the letter of request to COMPASS for additional project funding



Mayor Robert E. Simison City Council Members: Joe Borton, President Liz Strader, Vice President Doug Taylor John Overton Anne Little Roberts Luke Cavener

March 26, 2024

Matt Stoll, Executive Director COMPASS 700 NE 2<sup>nd</sup> Street, Suite 200 Meridian, Idaho 83642

### Re: KN 13918- Rail With Trail Pathway

Dear Mr. Stoll,

The City of Meridian respectfully submits this letter requesting additional funds for the Rail with Trail Pathway project (KN 13918). This project was initially awarded TAP-TMA funding in 2016. Due to delays in securing right-of-way, construction was eventually delayed to FY2025. Design and design oversight were obligated in FY2022 as advanced construction (Local) (\$120,000) and \$493,000 is currently programmed for construction in FY2025.

In the years the City has been working to assemble complete right-of-way for the pathway, costs for design and construction have risen significantly. As a result, we are requesting an additional \$500k in order to complete the project.

Phase	Total Current	Needs	Total Adjusted
	FY2025 Funds		FY2025 Funds
Construction Engineering (ITD)	\$1,000	\$0	\$1,000
Construction Engineering (LHTAC)	\$10,000	\$0	\$10,000
Construction Engineering (Consultant)	\$36,000	\$144,000	\$180,000
Construction	\$493,000	\$356,000	\$849,000
Total	\$540,000	\$500,000	\$1,040,000

The City recognizes that the required match will also increase with these additional federal funds and is willing to match accordingly.

Thank you for your consideration of this request. We appreciate the continued support of COMPASS for this project as we work to implement the local Rail With Trail Pathway. If you have any questions, please feel free to contact me at (208) 489-0529.

Sincerely,

Robert Simison, Mayor City of Meridian

