



## **CITY COUNCIL REGULAR MEETING**

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho  
Tuesday, December 12, 2023 at 6:00 PM

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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.

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### **Agenda**

#### **VIRTUAL MEETING INSTRUCTIONS**

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

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

Webinar ID: 810 9527 6712

#### **ROLL CALL ATTENDANCE**

\_\_\_ Joe Borton

\_\_\_ Liz Strader

\_\_\_ Brad Hoaglund

\_\_\_ John Overton

\_\_\_ Jessica Perreault

\_\_\_ Luke Cavener

\_\_\_ Mayor Robert E. Simison

#### **PLEDGE OF ALLEGIANCE**

#### **COMMUNITY INVOCATION**

#### **ADOPTION OF AGENDA**

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

- [1.](#) Elsinore Daycare Water Main Easement (ESMT-2023-0175)
- [2.](#) Rustler Subdivision Temporary Construction Easement (ESMT-2023-0154)
- [3.](#) TM Center East No. 1 Water Main Easement No. 1 (ESMT-2023-0176)
- [4.](#) Final Plat for Ringneck Place Subdivision (FP-2023-0027) by RiveRidge Engineering Company, located at 2315 E. Ustick Rd.
- [5.](#) Final Order for Pinedale Subdivision (FP-2023-0014) by Ackerman-Estvold, generally located at the east terminus of W. Newland St. in the Chesterfield Subdivision

- [6.](#) Final Order for Skybreak Subdivision No. 3 (FP-2023-0017), by Conger Group, generally located in the southeast 1/4 of the northwest 1/4 of Section 4, T.2N., R.1E (Parcel# S1404233662)
- [7.](#) First Amendment to Development Agreement (Sessions Parkway H-2023-0030) between City of Meridian and GFI - Meridian Investments, LLC for Property Located at 2700 N. Eagle Rd.
- [8.](#) Agreement between the City of Meridian and Ballet Idaho, Inc. for use of Initial Point Gallery for Ballet Performance
- [9.](#) Cooperative Agreement Between Western Ada Recreation District (WARD) and the City of Meridian for Financial Contribution to Support Licensed Recreational Activities
- [10.](#) Dog Licensing Designee Agreements Between the City of Meridian and Meridian Veterinary Hospital, Pet Care Clinic, and Settler's Park Veterinary Hospital
- [11.](#) Interagency Agreement between the Ada County Highway District and the City of Meridian for Water and Sewer Improvements for Eagle Rd., Amity Rd. to Lake Hazel Rd. and Eagle Rd. /Lake Rd. Hazel Intersection, ACHD Project No. 519034 & 319043
- [12.](#) Declaration of an Emergency and Approval of Emergency purchase for the November 27, 2023 Meridian Road Water Main Break
- [13.](#) Approval of Purchase Order #24-0163 to MetroQuip for one Vactor 2024 Water Recycler with a Kenworth 2025 Cab & Chassis for the not-to-exceed amount of \$714,220.82
- [14.](#) Approval of Purchase Order for the Not-to-Exceed amount of \$480,558.60 to Kellermeyer Bergensons Services, LLC (KBS) for City Facility Janitorial Services
- [15.](#) Approval of Product Sale Agreement with Trace3 for Nutanix Software Subscription and Support and authorize the Procurement Manager to execute the agreement and sign the PO for the Not-to-Exceed amount of \$347,634.80
- [16.](#) Resolution No. 23-2429: A Resolution of the City Council of the City of Meridian, Idaho, Setting Forth Certain Findings and Purposes to Declare Surplus Property and Authorizing the Donation of Certain Equipment to Chabad Lubavitch of Idaho, Inc.; and Providing an Effective Date

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

#### **PROCLAMATIONS [Action Item]**

- [17.](#) Owyhee High School Girls Rugby National Champions

#### **PUBLIC FORUM – Future Meeting Topics**

*The public are invited to sign up in advance of the meeting at [www.meridiancity.org/forum](http://www.meridiancity.org/forum) to address elected officials regarding topics of general interest or concern of public matters. Comments specific to active land use/development applications are not permitted during this time. By law, no decisions can be made on topics presented at Public Forum. However, City*

*Council may request the topic be added to a future meeting agenda for further discussion or action. The Mayor may also direct staff to provide follow-up assistance regarding the matter.*

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

- [18.](#) Fiscal Year 2024 Budget Amendment for a Not-to-Exceed Amount of \$152,435.00 for Meridian Homecourt Bay 6 Tenant Improvement

#### **ACTION ITEMS**

*Public Hearing process: Land use development applications begin with presentation of the project and analysis of the application by Planning Staff. The applicant is then allowed up to 15 minutes to present their project. Members of the public are then allowed up to 3 minutes each to address City Council regarding the application. Citizens acting as a representative of a Homeowner's Association may be allowed up to 10 minutes to speak on behalf of represented homeowners who have consented to yielding their time. The public may sign up in advance at [www.meridiancity.org/forum](http://www.meridiancity.org/forum). After all public testimony, the applicant is allowed up to 10 minutes to respond to questions and comments. City Council members may ask questions throughout the public hearing process. The public hearing is then closed, and no further public comment is heard. City Council may move to continue the application to a future meeting or approve or deny the application. The Mayor is not a member of the City Council and pursuant to Idaho Code does not vote on public hearing items unless to break a tie vote.*

- [19.](#) **Public Hearing** for Crowley Park Subdivision (H-2023-0053) by Riley Planning Services, located at 4135 W. Cherry Ln.

**Application Materials:** <https://bit.ly/H-2023-0053>

- A. Request: Annexation of 1.002 acres of land with an R-8 zoning district.
- B. Request: Combined Preliminary/Final Plat consisting of 4 residential building lots and 1 common lot (including one existing home to remain).

#### **FUTURE MEETING TOPICS**

#### **ADJOURNMENT**



## AGENDA ITEM

ITEM **TOPIC:** Elsinore Daycare Water Main Easement (ESMT-2023-0175)



**Project Name (Subdivision):** Elsinore Daycare  
**Lots 12 and 13 in Block 2 of Paramount Square  
Subdivision**

**Water Main Easement Number: ESMT-2023-0175**

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

## **WATER MAIN EASEMENT**

THIS Easement Agreement, made this 12th day of December, 2023 between EIG14T PRI ID N MERIDIAN LLC, a Michigan limited liability company ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

WHEREAS, the water main is to be provided for through underground pipelines and/or an above-ground hydrant and meter to be constructed by others; and

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 12-12-2023

Attest by Chris Johnson, City Clerk 12-12-2023

[illegible]

This record was acknowledged before me on \_\_\_\_\_, 20\_\_ by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**TEALEY'S LAND  
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713

(208) 385-0636

Fax (208) 385-0696

Project No.: 4858

Date: July 1, 2022

Revised: November 9, 2023

**EXHIBIT "A"**

**DESCRIPTION OF**  
**CITY OF MERIDIAN WATER MAIN EASEMENT**  
**FOR**  
**EIG14T PRI ID N MERIDIAN LLC**  
**(PRIMROSE SCHOOLS)**

A parcel of land being a portion of Lots 12 and 13 of Block 2 of Paramount Square Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 109 of Plats at page 15586, said parcel being situated in the SE 1/4 of Section 25, T.4N., R.1W., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Southeast corner of said Section 25, marked by a brass cap; thence along the South line of said Section 25

North 89°27'26" West 743.48 feet to a point on the extended West line of said Lot 13; thence along said extended West line and the West line of said Lot 13

North 00°23'20" East 183.69 feet to the Northwest corner of said Lot 13 which point is the **POINT OF BEGINNING**, marked by an iron pin; thence along the West line of said Lot 12

North 00°23'20" East 15.50 feet to a point; thence at right angles

South 89°36'40" East 24.00 feet to a point; thence

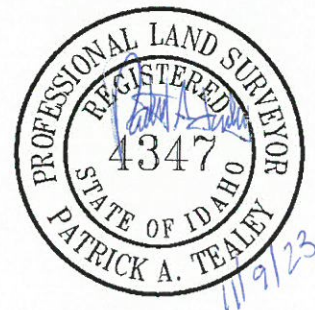
South 32°06'40" East 33.50 feet to a point; thence at right angles

South 57°53'20" West 32.00 feet to a point; thence at right angles

North 32°06'40" West 27.94 feet to a point on said West line of Lot 13; thence along said West line

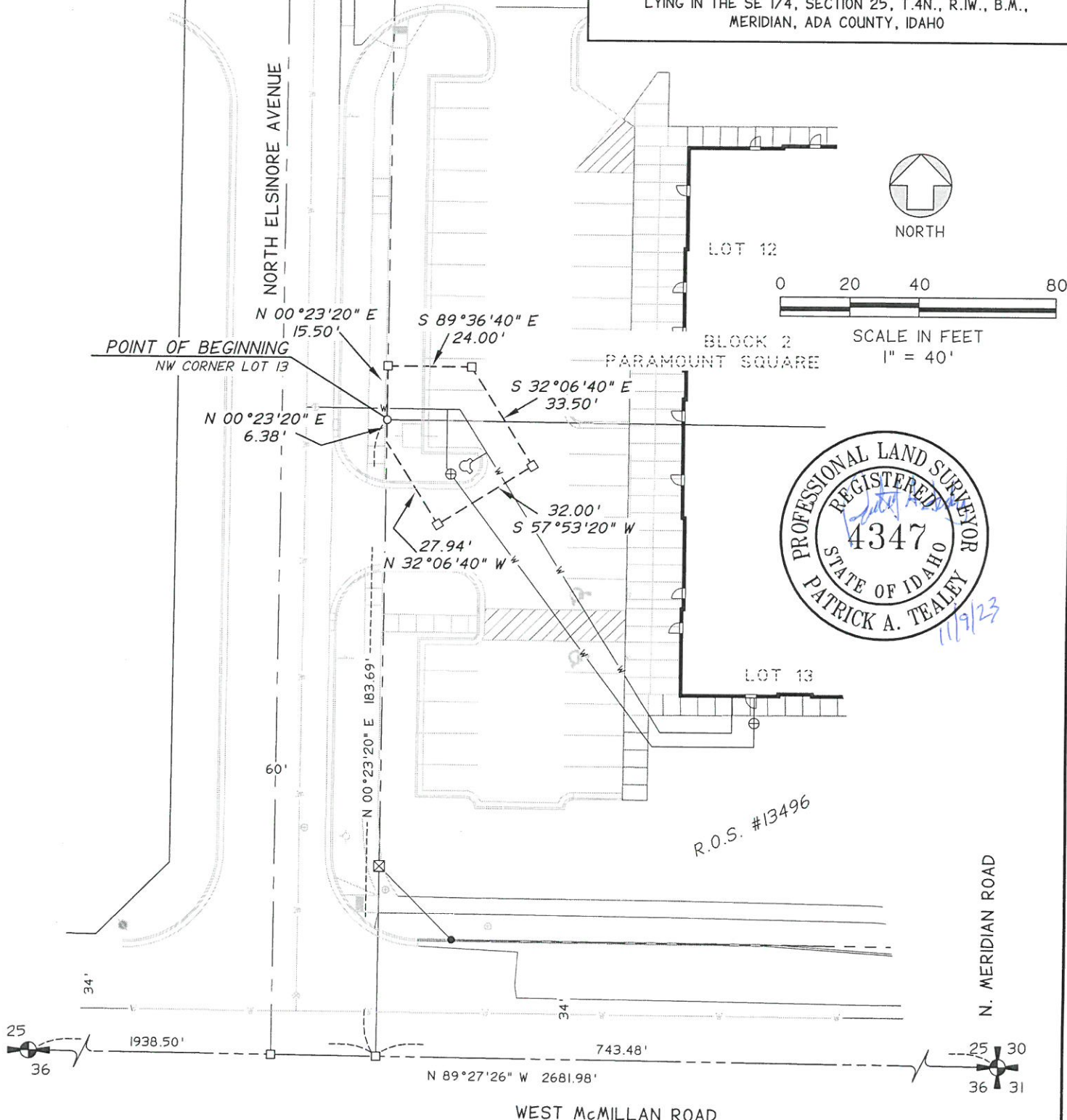
North 00°23'20" East 6.38 feet to the **POINT OF BEGINNING**

**Said Parcel Contains 1245 Square Feet, more or less.**





**REVISED EXHIBIT "B"**  
**CITY OF MERIDIAN WATER MAIN EASEMENT**  
**FOR EIG14T PRI ID N MERIDIAN LLC**  
**(PRIMROSE SCHOOLS)**  
 IN LOTS 12 & 13, BLOCK 2, PARAMOUNT SQUARE SUBDIVISION,  
 LYING IN THE SE 1/4, SECTION 25, T.4N., R.1W., B.M.,  
 MERIDIAN, ADA COUNTY, IDAHO

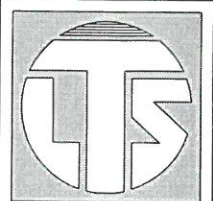


R.O.S. #13496

11/9/23 - REVISED WATER EASEMENT

**TEALEY'S LAND SURVEYING**

12594 W. EXPLORER DRIVE, SUITE 150, BOISE, ID 83713  
 208-385-0636





## AGENDA ITEM

ITEM **TOPIC:** Rustler Subdivision Temporary Construction Easement (ESMT-2023-0154)

Rustler Subdivision:

**ESMT-2023-0154**

**TEMPORARY CONSTRUCTION EASEMENT**

THIS Agreement, made this 12th day of Dec., 2023 between Taylor Schmidt and Bailey Schmidt ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, Grantor has provided a water main and/or sanitary sewer pipeline right-of-way easement across the premises and property adjacent to the Temporary Construction Easement hereinafter described; and

WHEREAS, the utility infrastructure is to be provided for through an underground pipeline to be constructed by others; and

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

(SEE ATTACHED EXHIBIT A and B)

This Temporary Construction Easement is for the purpose of construction of a water main and/or sanitary sewer line and related incidental work and storage of materials related to the construction process.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its contractors, agents, successors and assigns. This easement shall terminate and expire 30 days after the installation and acceptance of said underground utility infrastructure by the Grantee.

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

THE GRANTOR hereby covenants and agrees that they will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area





GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor      **12-12-2023**

Attest by Chris Johnson, City Clerk      **12-12-2023**

STATE OF IDAHO, )

: ss.

County of Ada      )

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

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

DESCRIPTION FOR THE CITY OF MERIDIAN  
TEMPORARY SANITARY SEWER

AN AREA OF LAND BEING THE NORTHERLY 25 FEET OF THE SOUTHERLY 50 FEET OF LOT 7, BLOCK 1, STETSON ESTATES NO. 2 SUBDIVISION, AS FILED IN RECORDS OF ADA COUNTY IN BOOK 8 OF PLATS AT PAGES 8563, 8564, 8565 AND 8566, IN THE WEST 1/2 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A BRASS CAP MARKING THE NORTH 1/4 QUARTER CORNER OF SAID SECTION 26 BEING S89°34'06"E 2655.19 EAST OF A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 26; THENCE N 89°34'06" W 1327.33 FEET ALONG THE NORTHERLY BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION TO A 5/8-INCH REBAR MARKING THE WEST 1/16<sup>TH</sup> CORNER OF SAID SECTION; THENCE S 0°03'25" W 1328.54 FEET ALONG THE WESTERLY BOUNDARY OF THE NE 1/4 NW 1/4 OF SAID SECTION TO A 5/8-INCH REBAR MARKING THE NORTHWEST 1/16<sup>TH</sup> CORNER OF SAID SECTION AND NORTHWEST CORNER OF SAID LOT 7; THENCE CONTINUING S 0°03'25" W 827.01 FEET ALONG SAID WESTERLY BOUNDARY TO A 5/8-INCH REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N 0°03'25" E 25.60 FEET ALONG SAID WESTERLY BOUNDARY OF SAID LOT 7 TO A POINT., ALSO BEING THE **POINT OF BEGINNING**;

THENCE N 0°03'25" E 25.60 FEET ALONG SAID WESTERLY BOUNDARY OF SAID LOT 7 TO A POINT.

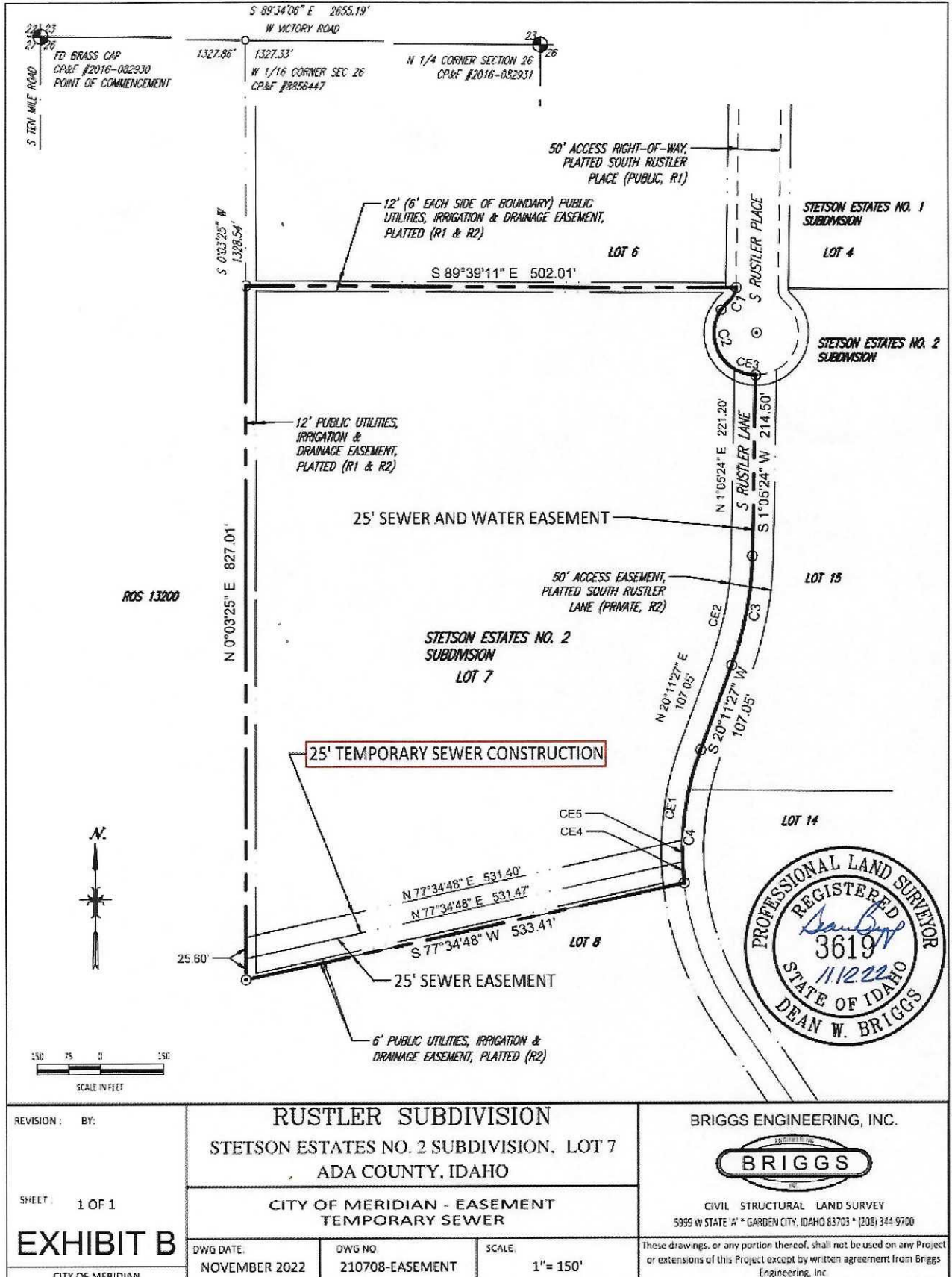
THENCE N 77°34'48" E 531.40 FEET ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID LOT 7 TO A POINT OF NONTANGENT CURVE ON THE WESTERLY BOUNDARY OF SAID LOT 7;

THENCE ALONG A NONTANGENT CURVE [CE5] TO THE LEFT ALONG THE SAID WESTERLY BOUNDARY 25.60 FEET WITH A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 4°11'24" WITH A CHORD BEARING S 0°05'46" E 25.59 FEET TO A POINT;

THENCE S 77°34'48" W 531.41 FEET TO THE **POINT OF BEGINNING**.

BEARINGS HEREIN USED ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26 BEARING S 89°34'06" E

# Exhibit B





## AGENDA ITEM

ITEM **TOPIC:** TM Center East No. 1 Water Main Easement No. 1 (ESMT-2023-0176)

**Project Name (Subdivision):**

**TM Center East Subdivision No. 1**

**Water Main Easement Number: 1**

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

( See Instructions for additional information).

**ESMT-2023-0176**

### **WATER MAIN EASEMENT**

THIS Easement Agreement, made this 2th day of December, 20 23 between DWT Investments LLC, SCS Investments LLC and BVB Ten Mile Crossing Annex, LLC, ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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

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

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

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


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

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

DWT INVESTMENTS LLC  
an Idaho limited liability company

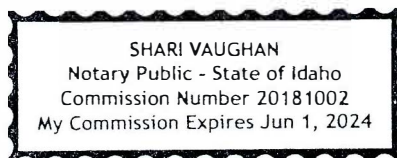
By: Brighton Corporation,  
Manager

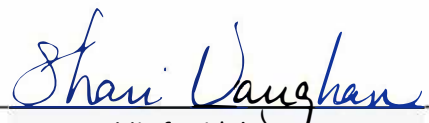
By:   
Robert L. Phillips, President

STATE OF IDAHO     )  
                              :SS.  
County of Ada        )

On this the 27 day of November, in the year 2023, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.


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



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

GRANTOR:

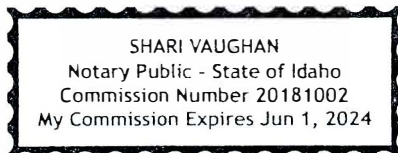
SCS INVESTMENTS LLC  
an Idaho limited liability company

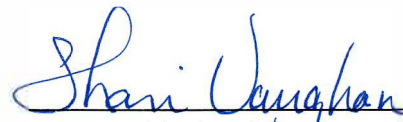
By:   
Michael A. Hall, President

STATE OF IDAHO       )  
                                  :SS.  
County of Ada        )

On this 21 day of November, in the year 2023, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



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



GRANTOR:

BVB Ten Mile Crossing Annex, LLC  
an Idaho limited liability company

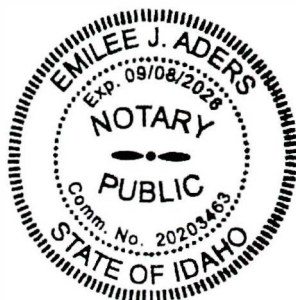
By: BV Management Services, Inc.  
An Idaho corporation,  
Manager

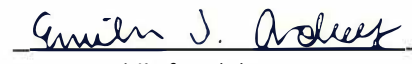
By:   
Tahri Molifua, Vice President of  
Real Estate Capital

STATE OF IDAHO           )  
                                      :SS.  
County of Bonneville    )

On this the 21<sup>st</sup> day of November, in the year 2023, before me a Notary Public of said State, personally appeared Tahri Molifua, known of identified to me to be the Vice President of Real Estate Capital of BV Management Services, Inc., which corporation is the Manager of BVB Ten Mile Crossing Annex, LLC, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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



  
Notary Public for Idaho  
My Commission Expires: 09/08/2026

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor    12-5-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk    12-5-2023

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

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

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

November 16, 2023  
Project No.: 22-006  
TM Center East Subdivision No. 1  
City of Meridian Water Easement  
Legal Description

**Exhibit "A"**

Parcels of land for a City of Meridian water easement being situated in a portion of the South 1/2 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from an aluminum cap marking the Center 1/4 corner of said Section 14, thence following the southerly line of the Northwest 1/4 of said Section 14, S89°11'30"E a distance of 931.27 feet to the southwest corner of Proposed TM Center East Subdivision No. 1; Thence following said southerly line, S89°11'30"E a distance of 58.67 feet; Thence leaving said southerly line, N00°48'30"E a distance of 334.00 feet to **POINT OF BEGINNING 1.**

Thence N32°58'25"W a distance of 20.00 feet;  
Thence N57°01'35"E a distance of 58.73 feet;  
Thence N32°58'25"W a distance of 80.59 feet;  
Thence N70°40'56"W a distance of 22.03 feet;  
Thence N32°58'25"W a distance of 24.71 feet to the southeasterly right-of-way line of S. Wayfinder Ave.;  
Thence following said southeasterly right-of-way line, N53°49'00"E a distance of 36.54 feet to the westerly line of an existing City of Meridian Water Easement per Instrument No. 2023-029598 (records of Ada County, Idaho) and hereinafter referred to as POINT "A";  
Thence leaving said southeasterly right-of-way line and following said westerly line, S25°40'56"E a distance of 23.71 feet;  
Thence leaving said westerly line, S32°58'25"E a distance of 101.26 feet;  
Thence N57°01'35"E a distance of 33.27 feet;  
Thence S32°58'25"E a distance of 20.00 feet;  
Thence S57°01'35"W a distance of 112.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains a total of 5,211 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as POINT "A", thence following the southeasterly right-of-way line of S. Wayfinder Ave., N53°49'00"E a distance of 12.09 feet;  
Thence following said southeasterly right-of-way line, N02°58'25"E a distance of 13.32 feet;  
Thence following said southeasterly right-of-way line, 2.97 feet along the arc of a circular curve to the right, said curve having a radius of 260.00 feet, a delta angle of 00°39'14", a chord bearing of N65°42'45"E and a chord distance of 2.97 feet to **POINT OF BEGINNING 2.**

Thence following said southeasterly right-of-way line, 10.73 feet along the arc of a circular curve to the right, said curve having a radius of 260.00 feet, a delta angle of 02°21'54", a chord bearing of N67°13'19"E and a chord distance of 10.73 feet;

Thence leaving said southeasterly right-of-way line, S32°58'25"E a distance of 29.15 feet;

Thence S57°01'35"W a distance of 14.53 feet to the easterly line of an existing City of Meridian Water Easement per Instrument No. 2023-029598 (records of Ada County, Idaho);

Thence following said easterly line, N25°40'56"W a distance of 31.30 feet to **POINT OF BEGINNING 2**.

Said parcel contains a total of 380 square feet, more or less.

#### **TOGETHER WITH**

Commencing at an aluminum cap marking the West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from an aluminum cap marking the Center 1/4 corner of said Section 14, thence following the southerly line of the Northwest 1/4 of said Section 14, S89°11'30"E a distance of 2,290.15 feet;

Thence leaving said southerly line, N00°48'30"E a distance of 636.96 feet to **POINT OF BEGINNING 3**.

Thence N00°48'30"E a distance of 68.54 feet;

Thence N89°11'30"W a distance of 101.52 feet;

Thence S00°48'30"W a distance of 2.50 feet;

Thence N89°11'30"W a distance of 20.00 feet;;

Thence N00°48'30"E a distance of 2.50 feet;

Thence N89°11'30"W a distance of 188.40 feet;

Thence N70°42'09"W a distance of 167.13 feet;

Thence N89°11'30"W a distance of 149.06 feet;

Thence S00°48'30"W a distance of 2.50 feet;

Thence N89°11'30"W a distance of 20.00 feet;

Thence N00°48'30"E a distance of 2.50 feet;

Thence N89°11'30"W a distance of 153.07 feet;

Thence 86.26 feet along the arc of a circular curve to the right, said curve having a radius of 120.00 feet, a delta angle of 41°11'16", a chord bearing of N68°35'52"W and a chord distance of 84.42 feet;

Thence 111.42 feet along the arc of a reverse curve to the left, said curve having a radius of 155.00 feet, a delta angle of 41°11'13", a chord bearing of N68°35'50"W and a chord distance of 109.04 feet;

Thence N89°11'27"W a distance of 32.15 feet to the easterly right-of-way line of S. Wayfinder Ave.;

Thence following said easterly right-of-way line, N08°37'46"W a distance of 20.27 feet;

Thence leaving said easterly right-of-way line, S89°11'27"E a distance of 35.47 feet;

Thence 125.80 feet along the arc of a circular curve to the right, said curve having a radius of 175.00 feet, a delta angle of 41°11'13", a chord bearing of S68°35'50"E and a chord distance of 123.11 feet;

Thence 71.89 feet along the arc of a reverse curve to the left, said curve having a radius of 100.00 feet, a delta angle of 41°11'16", a chord bearing of S68°35'52"E and a chord distance of 70.35 feet;

Thence S89°11'30"E a distance of 325.38 feet;

Thence S70°42'09"E a distance of 29.06 feet;

Thence N19°17'51"E a distance of 44.02 feet;

Thence S70°42'09"E a distance of 20.00 feet;

Thence S19°17'51"W a distance of 44.02 feet;

Thence S70°42'09"E a distance of 118.06 feet;

Thence S89°11'30"E a distance of 385.21 feet;  
Thence S00°48'30"W a distance of 20.00 feet;  
Thence N89°11'30"W a distance of 58.54 feet;  
Thence S00°48'30"W a distance of 68.54 feet;  
Thence N89°11'30"W a distance of 20.00 feet to **POINT OF BEGINNING 3.**

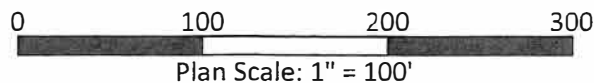
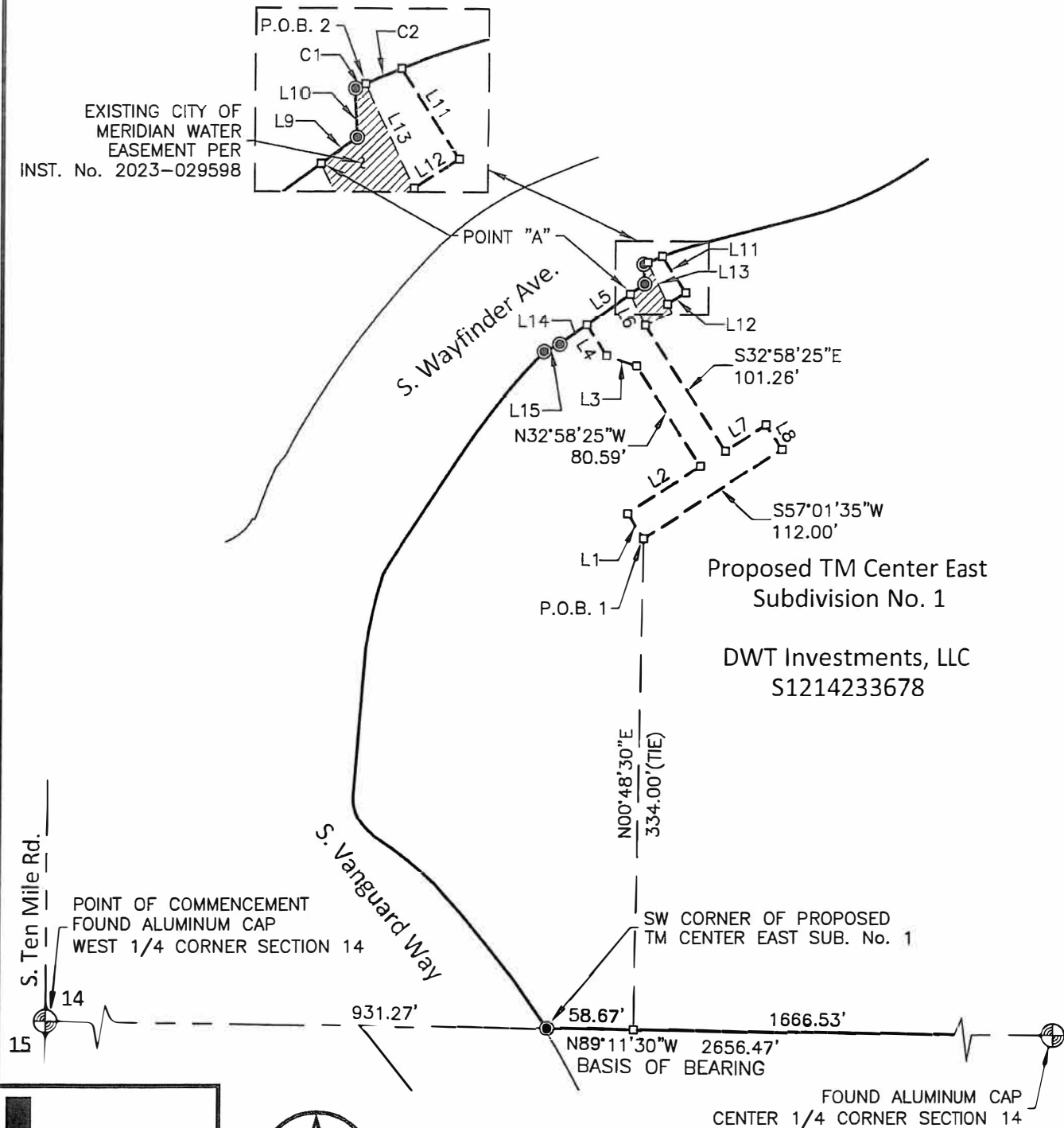
Said parcel contains a total of 24,532 square feet, more or less.

Said descriptions contain a total of 30,123 square feet (0.69 acres), more or less.

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



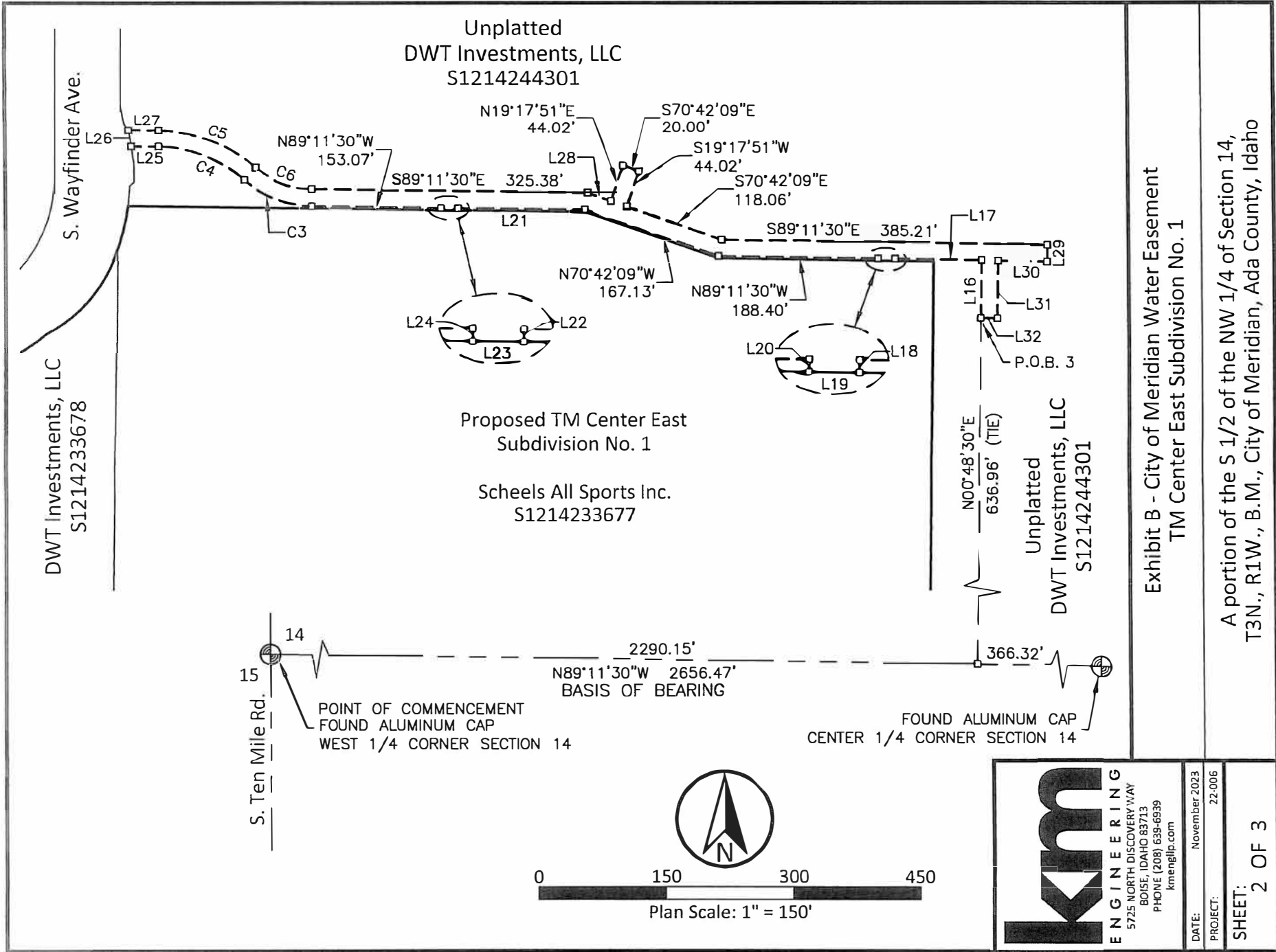
P:\22-006\CAD\SURVEY\EXHIBITS\22-005 MERIDIAN WATER-SEWER EASEMENT DWT.DWG, AARON BALLARD, 11/16/2023, ESTUDIO907.PC3, -----



DATE: November 2023  
PROJECT: 22-006

SHEET:  
1 OF 3

A portion of the S 1/2 of the NW 1/4 of Section 14,  
T3N., R1W., B.M., City of Meridian, Ada County, Idaho



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N32°58'25"W	20.00
L2	N57°01'35"E	58.73
L3	N70°40'56"W	22.03
L4	N32°58'25"W	24.71
L5	N53°49'00"E	36.54
L6	S25°40'56"E	23.71
L7	N57°01'35"E	33.27
L8	S32°58'25"E	20.00
L9	N53°49'00"E	12.09
L10	N02°58'25"W	13.32
L11	S32°58'25"E	29.15
L12	S57°01'35"W	14.53
L13	N25°40'56"W	31.30
L14	N53°49'00"E	22.53
L15	N65°14'47"E	11.67
L16	N00°48'30"E	68.54

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N89°11'30"W	101.52
L18	S00°48'30"W	2.50
L19	N89°11'30"W	20.00
L20	N00°48'30"E	2.50
L21	N89°11'30"W	149.06
L22	S00°48'30"W	2.50
L23	N89°11'30"W	20.00
L24	N00°48'30"E	2.50
L25	N89°11'27"W	32.15
L26	N08°37'46"W	20.27
L27	S89°11'27"E	35.47
L28	S70°42'09"E	29.06
L29	S00°48'30"W	20.00
L30	N89°11'30"W	58.54
L31	S00°48'30"W	68.54
L32	N89°11'30"W	20.00

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	260.00'	2.97'	0°39'14"	N65°42'45"E	2.97'
C2	260.00'	10.73'	2°21'54"	N67°13'19"E	10.73'
C3	120.00'	86.26'	41°11'16"	N68°35'52"W	84.42'
C4	155.00'	111.42'	41°11'13"	N68°35'50"W	109.04'
C5	175.00'	125.80'	41°11'13"	S68°35'50"E	123.11'
C6	100.00'	71.89'	41°11'16"	S68°35'52"E	70.35'



# Exhibit B - City of Meridian Water Easement TM Center East Subdivision No. 1

A portion of the S 1/2 of the NW 1/4 of Section 14,  
T3N., R1W., B.M., City of Meridian, Ada County, Idaho

DATE: November 02 2023

PROJECT: 22-006

SHEET:  
3 OF 3





## AGENDA ITEM

**ITEM TOPIC:** Final Plat for Ringneck Place Subdivision (FP-2023-0027) by RiveRidge Engineering Company, located at 2315 E. Ustick Rd.

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

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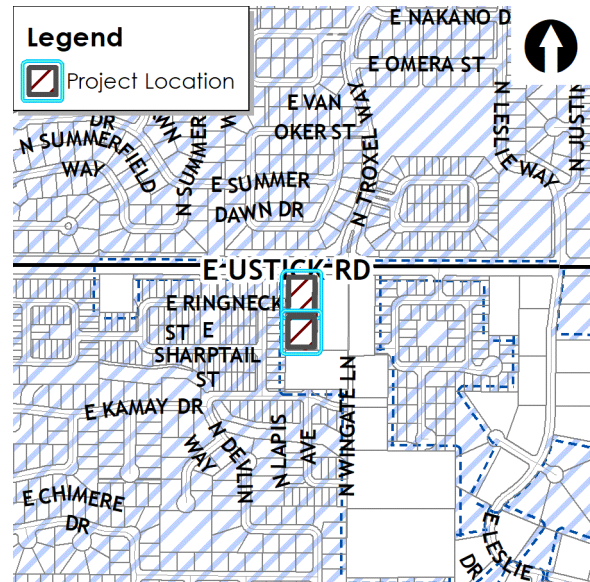
HEARING DATE: December 12, 2023

TO: Mayor & City Council

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

SUBJECT: FP-2023-0027  
Ringneck Place Subdivision - FP

LOCATION: 2315 E. Ustick Road (Parcels .  
S1105212448 and #S1105212449 in the  
Northeast 1/4 of the Northwest 1/4 of  
Section 5, Township 3N, Range 1E.



**I. PROJECT DESCRIPTION**

The Applicant requests approval of a final plat consisting of 9 single-family residential buildable lots and 2 common lots on 1.538 acres of land in the R-8 zoning district.

**II. APPLICANT INFORMATION**

A. Applicant:

Kent Adamson, RiveRidge Engineering Company – 2247 S. Vista Avenue, Boise, ID 83705

B. Owner:

William Gallagher, WFG Investments, LLC – 3020 N. Wingate Lane, Meridian, ID 83646

C. Representative:

Same as Applicant

**III. STAFF ANALYSIS**

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2023-0009) in accordance with the requirements listed in UDC 11-6B-3C.2.

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

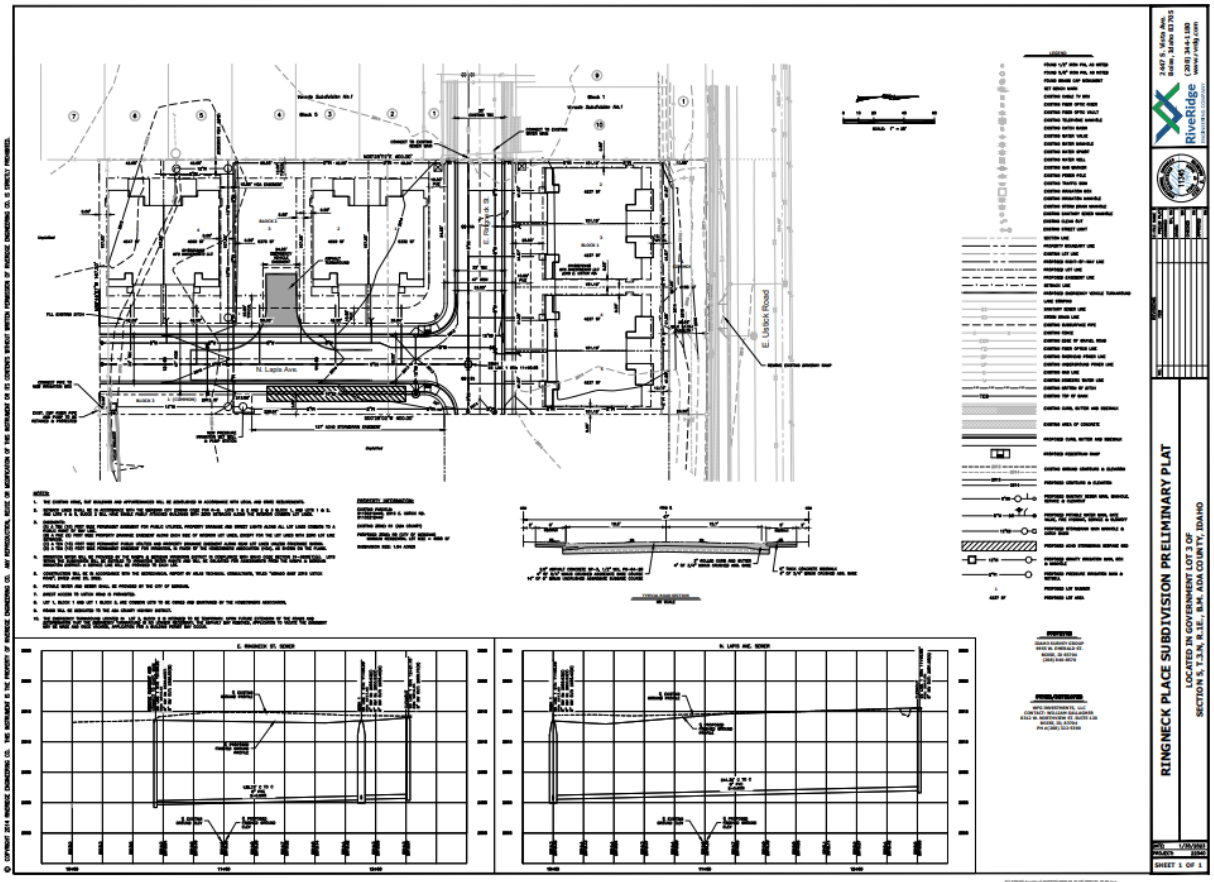
Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

#### **IV. DECISION**

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

## V. EXHIBITS

### A. Preliminary Plat (dated: 1/30/2023)



[illegible]

#### Certificate Of Owners

Know all men by these presents that WFG Investments LLC, an Idaho Limited Liability Company is the owner of the real property described as follows:

A parcel of land located in Government Lot 3 of Section 5, T.3N., R.1E., B.M. and Section 32, T.4N., R.1E., B.M., from which the Section corner common to Sections 5 and 6, T.3N., R.1E., B.M., and Sections 31 and 32, T.4N., R.1E., B.M., bears North 89°44'57" West, 2,655.43 feet, thence on the north boundary line of said Section 5, North 89°44'57" West, 167.49 feet; thence South 00°28'02" West, 50.00 feet to the POINT OF BEGINNING;

thence continuing South 00°28'02" West, 400.00 feet;

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

thence on said east boundary line, North 00°28'02" East, 400.00 feet to the south right-of-way line of E. Utstich Road;

thence on said south right-of-way line, South 89°44'57" East, 167.50 feet to the POINT OF BEGINNING.

Containing 1.538 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plot and to dedicate to the public, the public streets as shown on this plot. The easements indicated on said plot are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for such other uses as designated herein, so permanent structure other than for such utility purposes or such other uses are to be erected within the limits of said easements. All lots in this plot will be eligible to receive domestic water service from the City of Meridian, and that the City of Meridian has agreed in writing to serve all the lots in this Subdivision.

WFG Investments LLC, an Idaho Limited Liability Company

William F. Gallagher, Manager

#### Acknowledgment

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } s.s.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared William F. Gallagher, known or identified to me to be the manager of WFG Investments LLC, an Idaho Limited Liability Company, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that WFG Investments LLC executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

Notary Public, State of \_\_\_\_\_  
Residing in \_\_\_\_\_

#### Certificate of Surveyor

I, Cody M. McCommon, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" is drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Cody M. McCommon

P.L.S. No. 11779

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

Job No. 22-219  
Sheet 2 of 3

IDAHO  
SURVEY  
GROUP, LLC

9000 W. OVERLAND ST.  
BOISE, IDAHO 83704  
(208) 344-0470  
WWW.IDAHO-SURVEY.COM

## Ringneck Place Subdivision

### Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Meridian Public Works, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1308, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

\_\_\_\_\_  
Central District Health, EHS Date

### Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ACHD Commission President, Date

### Approval of City Engineer

I, the undersigned, City Engineer in and for the City of Meridian, Ada County, Idaho, hereby approve this plat.

\_\_\_\_\_  
City Engineer Date

### Approval of City Council

I, the undersigned, City Clerk in and for the City of Meridian, Ada County, Idaho do hereby certify that at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, Meridian, Idaho

### Certificate Of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

\_\_\_\_\_  
County Surveyor Date

### Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C.80-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
County Treasurer Date

### County Recorder's Certificate

State of Idaho }  
County of Ada } ss. Instrument No. \_\_\_\_\_

I hereby certify that this instrument was filed at the request of Idaho Survey Group, LLC,

at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ of Plats at

Pages \_\_\_\_\_ through \_\_\_\_\_,

Fee \$ \_\_\_\_\_

\_\_\_\_\_  
Deputy Ex-Officio Recorder



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

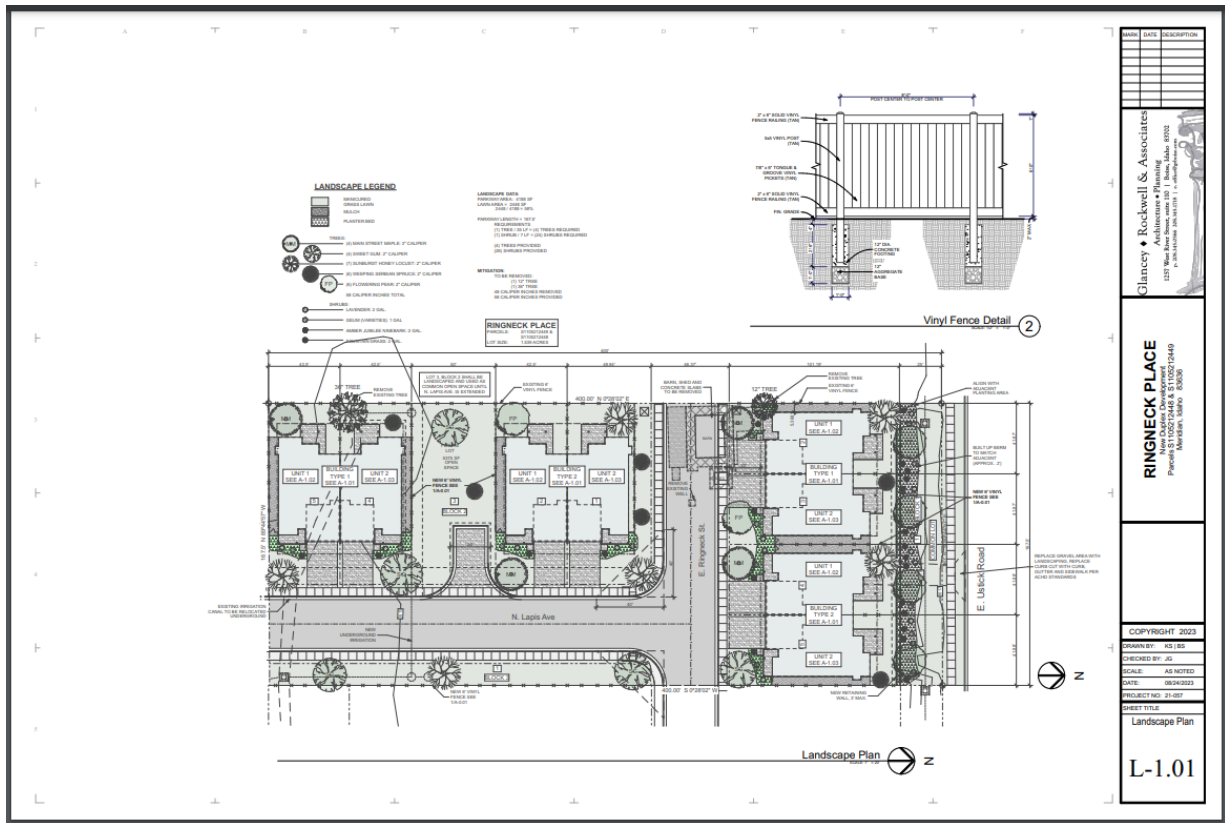
Job No. 22-216  
Sheet 3 of 3



IDAHO  
SURVEY  
GROUP, LLC

8655 W. EMERALD ST.  
BOISE, IDAHO 83724  
(208) 946-8570  
WWW.IDAHSURVEY.COM

C. Landscape Plan (dated: 8/24/2023)





## VI. CITY/AGENCY COMMENTS & CONDITIONS

### A. Planning Division

#### Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development [H-2023-0009 (Development Agreement Inst. #2023-065772)].
2. The applicant shall obtain the City Engineer's signature on the subject final plat within two years of City Council's approval of the preliminary plat (by July 11, 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 acknowledgment signed and notarized.
4. The final plat prepared by Idaho Survey Group, LLC stamped by Cody M. McCammon, dated: 10/11/2023, included in Section V.B shall be revised as follows:
  - a. Revise Note #3: Include the PUDI easements along the northern lot line of Lot 3, Block 2, and a 10' PUDI easement along the perimeter of the buildable lots.
  - b. Revise Note #4: Include the recorded instrument number for the temporary turnaround easement.
  - c. Add Note #12: "The subdivision is subject to the existing Development Agreement and include the DA instrument number (DA Inst. #2023-065772)."
5. The landscape plan prepared by Glancy Rockwell & Associates dated: 8/24/2023, included in Section V.C, shall be revised as follows:
  - a. Ensure that the required trees are included in the landscape buffers, given there are several irrigation facilities in both common lots in accordance with UDC 11-3B-7.
6. The Applicant shall comply with all ACHD conditions of approval.
7. Off-street parking is required to be provided for all residential units in accord with the standards listed in [UDC Table 11-3C-6](#) based on the number of bedrooms per unit.
8. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
9. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
10. A Design Review application shall be submitted and approved for the proposed single-family attached homes prior to submittal of a building permit application. The design standards listed in the [Architectural Standards Manual](#) and the Development Agreement. The Applicant shall submit revised elevations that include a mix of stone and/or brick as well as submit elevations for the future single-family detached home with the Design Review Application.



**B. Public Works**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=311879&dbid=0&repo=MeridianCity>

**C. Idaho Transportation Department (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=312056&dbid=0&repo=MeridianCity>



## AGENDA ITEM

**ITEM TOPIC:** Final Order for Pinedale Subdivision (FP-2023-0014) by Ackerman-Estvold, generally located at the east terminus of W. Newland St. in the Chesterfield Subdivision

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: DECEMBER 5, 2023**  
**ORDER APPROVAL DATE: DECEMBER 12, 2023**

**IN THE MATTER OF THE** )  
**REQUEST FOR FINAL PLAT** )  
**CONSISTING OF 7 BUILDING** )  
**LOTS AND 1 COMMON LOTS ON** )  
**1.22 ACRES OF LAND IN THE R-8** )  
**ZONING DISTRICT FOR** )  
**PINEDALE SUBDIVISION.** )  
 )  
**BY: ACKERMAN-ESTVOLD** )  
**APPLICANT** )  
\_\_\_\_\_)  
 )  
 )

**CASE NO. FP-2023-0014**

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

This matter coming before the City Council on December 5, 2023 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

**IT IS HEREBY ORDERED THAT:**

1. The Final Plat of “PLAT SHOWING PINEDALE SUBDIVISION, LOCATED  
IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 3N., RANGE 1W.,  
BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, 2022,  
HANDWRITTEN DATE: by ANTONIO M. CONTI, PLS, SHEET 1 OF 3,” is

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT  
FOR (PINEDALE SUBDIVISION – FILE #FP-2023-0014)

conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated December 5, 2023, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:
  - 2.1 The plat dimensions are approved by the City Engineer; and
  - 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

## **NOTICE OF FINAL ACTION**

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

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

**Please take notice** that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an

interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code§ 67-52.

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

By:

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

Attest:

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

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

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

# EXHIBIT A

## STAFF REPORT

### COMMUNITY DEVELOPMENT DEPARTMENT



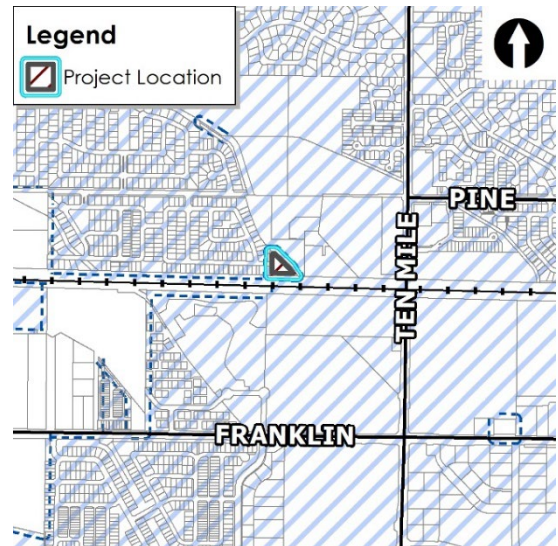
HEARING DATE: December 5, 2023

TO: Mayor & City Council

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

SUBJECT: FP-2023-0014  
Pinedale Subdivision - FP

LOCATION: East terminus of W. Newland Street in the Chesterfield Subdivision in the Northwest 1/4 of the Southeast 1/4 of Section 10, T.3N., R.1W.



#### I. PROJECT DESCRIPTION

The Applicant requests approval of a final plat consisting of 7 single-family residential buildable lots and 1 common lot on 1.22 acres of land in the R-8 zoning district.

#### II. APPLICANT INFORMATION

A. Applicant:

Antonio Conti, Ackerman-Estvold – 7661 W. Riverside Drive, Ste. 102, Garden City, ID 83714

B. Owner:

Bruce Hessing, Piedmont Project, LLC – 2338 W. Boulder Bar Drive, Meridian, ID 83646

C. Representative:

Same as Applicant

#### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2022-0001) in accord with the requirements listed in UDC 11-6B-3C.2.

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

Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

#### **IV. DECISION**

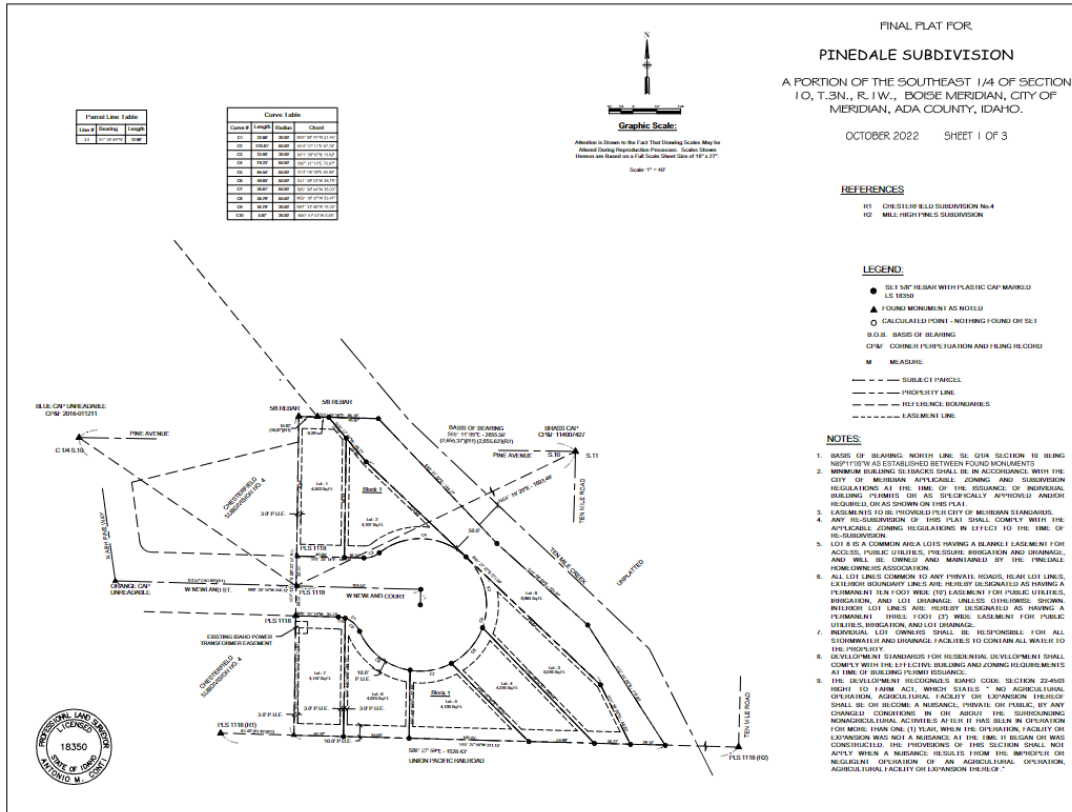
Staff recommends approval of the proposed final plat per the conditions noted in Section VI of this report.

### A. Preliminary Plat (dated: 3/15/2022)





## B. Final Plat (dated: 10/2022)



FINAL PLAT FOR  
PINEDALE SUBDIVISION  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION  
10, T.3N., R.1W., BOISE MERIDIAN, CITY OF  
MERIDIAN, ADA COUNTY, IDAHO.

OCTOBER 2022 SHEET 2 OF 3

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED ARE, THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE WOULD INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT OF PINEDALE SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SE 1/4 OF SECTION 10, T.3N., R.1W., BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A SURVEY PIN MARKING THE SOUTHEAST CORNER OF CHESTERFIELD SUBDIVISION NUMBER 4, THENCE ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD SOUTH 87°07'00" EAST A DISTANCE OF 111.51 FEET TO A POINT ON THE WESTERLY EDGE OF FUMBLE CREEK, THENCE ALONG SAID WESTERLY EDGE OF FUMBLE CREEK NORTH 2°49'00" WEST A DISTANCE OF 102.21 FEET, THENCE NORTH 40°00'00" WEST A DISTANCE OF 101.07 FEET, THENCE NORTH 42°37'37" WEST A DISTANCE OF 144.27 FEET, THENCE ALONG SAID WESTERLY EDGE OF FUMBLE CREEK NORTH 80°00'00" WEST A DISTANCE OF 60.10 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CHESTERFIELD SUBDIVISION NUMBER 4, THENCE ALONG SAID EASTERLY BOUNDARY OF CHESTERFIELD SUBDIVISION NUMBER 4 SOUTH 07°02'00" WEST A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.22 ACRES, MORE OR LESS.

THE PUBLIC UTILITIES, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS PERMANENTLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES COVER MORE THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE LEGIBLE TO RECEIVING WATER SERVICE FROM THE CITY OF MERIDIAN, WHICH HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION PER BOUND CODE 10-1304.

**ACKNOWLEDGEMENT**

STATE OF IDAHO  
COUNTY OF ADA

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRUCE HESSING, KNOWN TO ME TO BE THE MANAGER OF THE ABOVE PROPERTY, LLC, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

BEFORE ME, BRUCE HESSING, I HAVE RETURNED TO MY HAND AND AFFIRMED MY OF REAL IDAL, THE DAY AND YEAR IN THIS CLERK'S OFFICE, FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

RESIDING AT \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF IDAHO

**CERTIFICATE OF SURVEYOR**

I, ANTONIO M. CONTRA, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

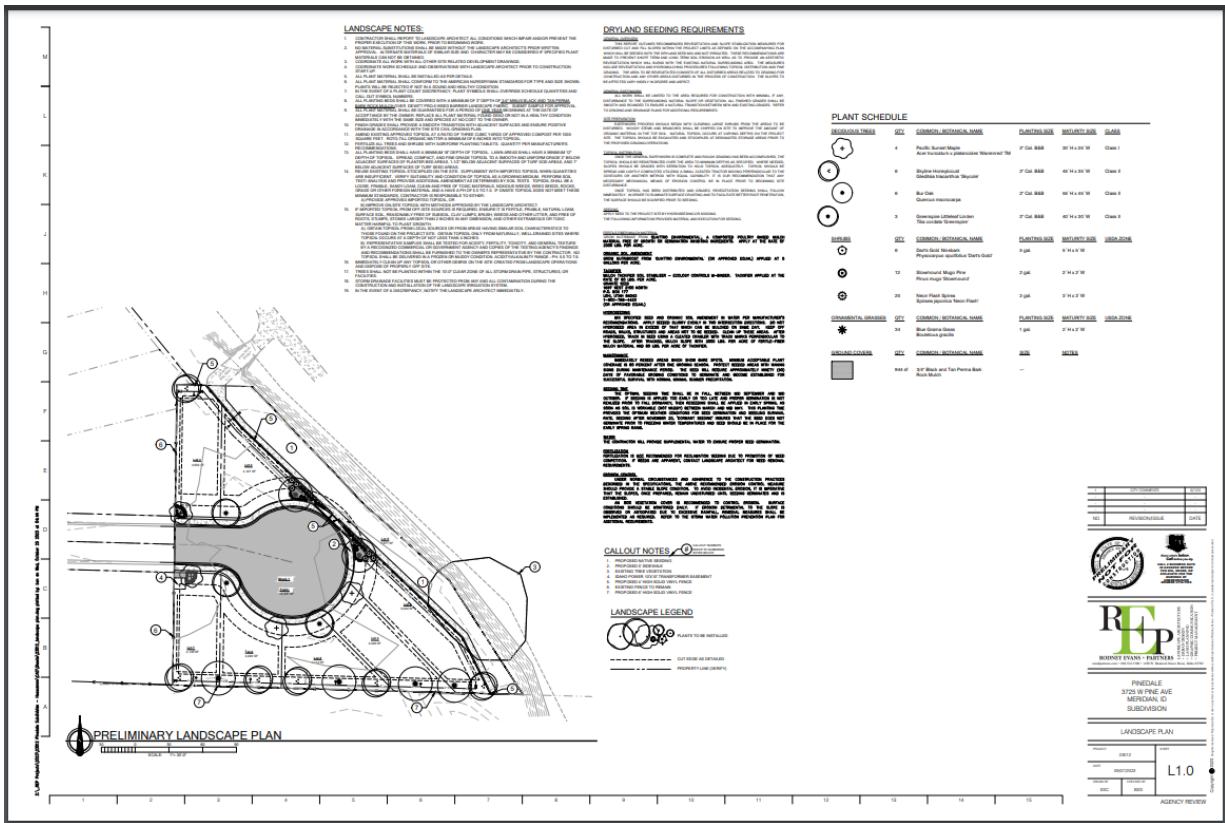
ANTONIO M. CONTRA, PLS 18350

BRUCE HESSING  
PINEDALE PRODUCTS, LLC

DATE: \_\_\_\_\_

18350

### C. Landscape Plan (dated: 9/7/2023)



## **VI. CITY/AGENCY COMMENTS & CONDITIONS**

### **A. Planning Division**

#### **Site Specific Conditions:**

1. Applicant shall comply with all previous conditions of approval associated with this development [H-2022-0001 (Development Agreement Inst. #2023-024580)].
2. The applicant shall obtain the City Engineer's signature on the subject final plat within two years of City Council's approval of the preliminary plat (by August 9, 2024), in accord with UDC 11-6B-7, in order for the preliminary plat to remain valid; or, a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgment signed and notarized.
4. The final plat prepared by Ackerman-Estvold stamped by Antonio M. Conti, dated: 10/2023, included in Section V.B shall be revised as follows:
  - a. The Land Surveyor shall sign and date the seal.
  - b. The Land Surveyor's business name and address shall be included on the plat.
  - c. Revise Note #2: remove any wording referencing setbacks on the plat ("OR AS SHOWN ON THIS PLAT").
  - d. Revise the final plat to include 5-foot P.U.E. interior lot lines, maintaining a 5-foot setback along each lot in accordance with the R-8 zoning district.
  - e. Revise Note #6: with "INTERIOR LOT LINES ARE HEREBY DESIGNATED AS HAVING A PERMANENT FIVE (5') WIDE EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AN LOT DRAINAGE.
  - f. Add Note #10: "The subdivision is subject to the existing Development Agreement and include the DA instrument number (DA Inst. #2023-024580)."
  - g. Revise street names on the plat per the street name approval from Ada County dated July 2, 2023.
5. The landscape plan prepared by Rodney Evans + Partners dated: 9/7/2023, included in Section V.C, shall be revised as follows:
  - a. Provide a detail of the fencing prior to City Engineer's signature on the final plat.
  - b. Depict landscaping along the pedestrian pathway in accordance with UDC 11-3B-12. A 5' wide landscape strip is required on both sides of the pathway planted with a mix of trees, shrubs, lawn and/or other vegetative ground cover.
  - c. The pedestrian pathway is required to be concrete or asphalt; gravel is not an approved surface in accordance with 11-3B-12C.3.
6. The Applicant shall work with Staff to include shared driveways where feasible to help remove the number of driveways proposed, especially for those lots taking direct access from a cul-de-sac, W. Newland Court.
7. The Applicant shall comply with all ACHD conditions of approval.
8. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.

9. Off-street parking is required to be provided for all residential units in accord with the standards listed in [UDC Table 11-3C-6](#) based on the number of bedrooms per unit.
10. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
11. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
12. The Applicant shall provide a recorded copy of the Termination of Easement Agreement that was submitted to the Planning Division prior to the City Engineer's signature on the final plat. This agreement terminates the existing access for the property through the vehicular bridge north of the subject site, which has been approved for conversion into a pedestrian bridge for the multi-use pathway segment in the adjacent subdivision.
13. A License Agreement must be obtained to include the pedestrian pathway in Lot 8, Block 1 with Nampa Meridian Irrigation District (NMID). NMID prohibits pedestrian facilities within their easement unless covered by this agreement.
14. A public use easement for the pedestrian pathway shall be submitted to the Planning Division prior to submittal for City Engineer's signature on the final plat(s).

**B. Public Works**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310814&dbid=0&repo=MeridianCity>

**C. Idaho Transportation Department (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310831&dbid=0&repo=MeridianCity>

**D. Idaho Department of Environmental Quality (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=311600&dbid=0&repo=MeridianCity>



## AGENDA ITEM

**ITEM TOPIC:** Final Order for Skybreak Subdivision No. 3 (FP-2023-0017), by Conger Group, generally located in the southeast 1/4 of the northwest 1/4 of Section 4, T.2N., R.1E (Parcel# S1404233662)

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: DECEMBER 5, 2023**  
**ORDER APPROVAL DATE: DECEMBER 12, 2023**

**IN THE MATTER OF THE  
REQUEST FOR FINAL PLAT  
CONSISTING OF 53 BUILDING  
LOTS AND 6 COMMON LOTS ON  
9.874 ACRES OF LAND IN THE R-8  
ZONING DISTRICT FOR  
SKYBREAK NO. 3.**

**CASE NO. FP-2023-0017**

**ORDER OF CONDITIONAL  
APPROVAL OF FINAL PLAT**

**BY: CONGER GROUP  
APPLICANT**

---

This matter coming before the City Council on December 5, 2023 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

**IT IS HEREBY ORDERED THAT:**

1. The Final Plat of “PLAT SHOWING SKYBREAK SUBDIVISION NO. 3  
SUBDIVISION, LOCATED IN THE NORTHWEST 1/4 OF SECTION 4,  
TOWNSHIP 2N., RANGE 1E., BOISE MERIDIAN, MERIDIAN, ADA  
COUNTY, IDAHO, 2023, HANDWRITTEN DATE: 6/29/2023, by Jeff Beagley,

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT  
FOR (SKYBREAK NO. 3 – FILE #FP-2023-0017)

PLS, SHEET 1 OF 4,” is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated December 5, 2023, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:
  - 2.1 The plat dimensions are approved by the City Engineer; and
  - 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

### **NOTICE OF FINAL ACTION**

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

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

**Please take notice** that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an



interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code§ 67-52.

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

By:

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

Attest:

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

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

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

## EXHIBIT A

### STAFF REPORT

#### COMMUNITY DEVELOPMENT DEPARTMENT



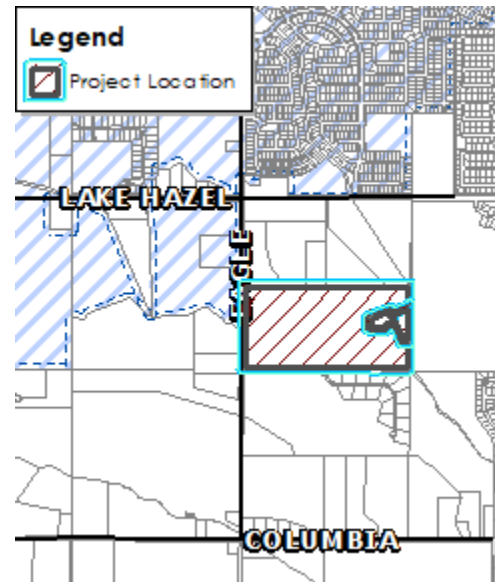
HEARING DATE: 12/5/2023

TO: Mayor & City Council

FROM: Stacy Hersh, Associate Planner  
208-489-0576

SUBJECT: [FP-2023-0017](#)  
Skybreak No. 3

LOCATION: 7050 S. Eagle Rd., in the SE ¼ of the  
NW ¼ of Section 4, T.2N., R.1E.  
(Parcel # S1404233662)



### I. PROJECT DESCRIPTION

Final plat consisting of 53 residential building lots and 6 common lots on 9.874 acres of land in the R-8 zoning district.

### II. APPLICANT INFORMATION

#### A. Applicant:

Conger Group – 4824 W. Fairview Ave., Boise, ID 83706

#### B. Owners:

C4 Land LLC – 4824 W. Fairview Ave., Boise, ID 83706

### III. STAFF ANALYSIS

In 2020, the property received approval of an annexation, zoning to R-8 and R-15, and a preliminary plat to construct 316 single family lots on 80.46 acres of land (H-2020-0127, Instr. # 2021-119175). This included approval for private streets. The first plat, for 81 single family lots and 21 common lots on 35.67 acres was approved by the Council in April of 2022 (FP-2021-0058). The second plat, for 62 buildable lots and 12 common lots (including a private road) was approved by the Council September of 2022.

Amenities approved and provided with this plat include a playground, climbing boulders, and picnic shelter on Lot 43, Block 2; a linear common space on Lot 14, Block 6; and a large open common area with a pathway segment on Lot 9, Block 3. The landscape plan indicates these amenities are landscaped as required per UDC 11-3B-12 and 11-3G.

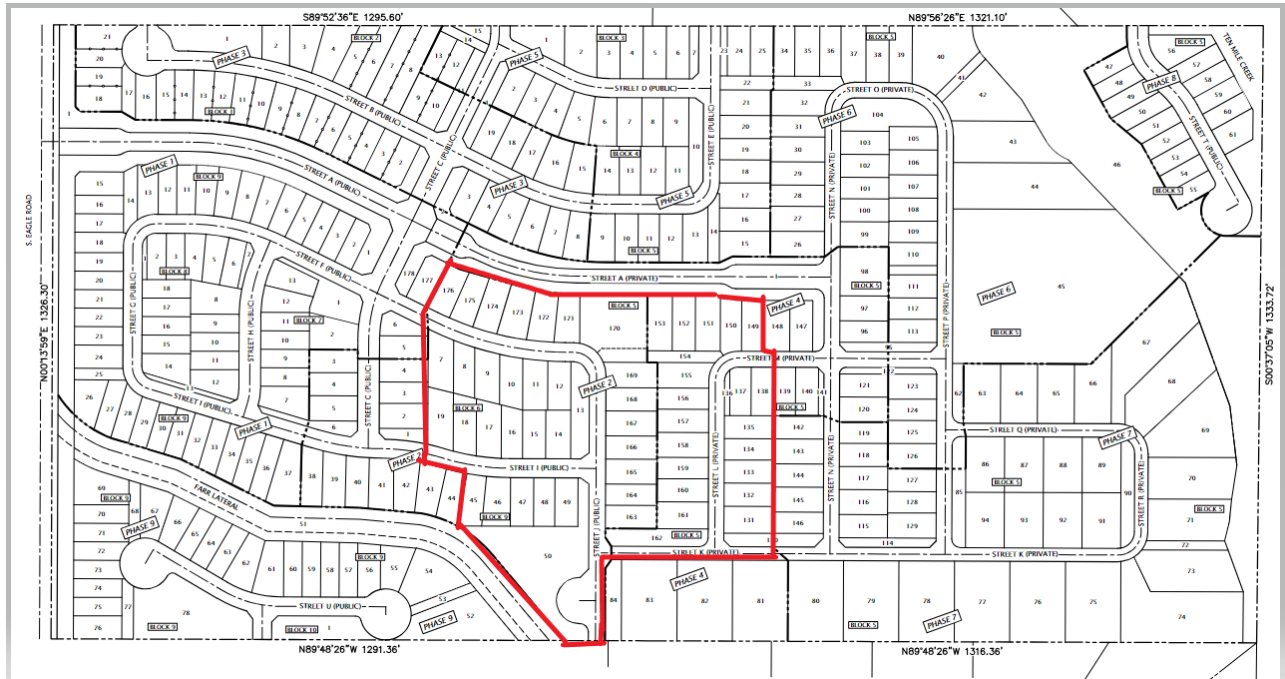
Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat in accord with the requirements listed in UDC 11-6B-3C.2. The final plat does not increase the number of building lots or decrease the amount of qualified open space as shown on the approved preliminary plat; all lots within the development comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district. Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

#### **IV. DECISION**

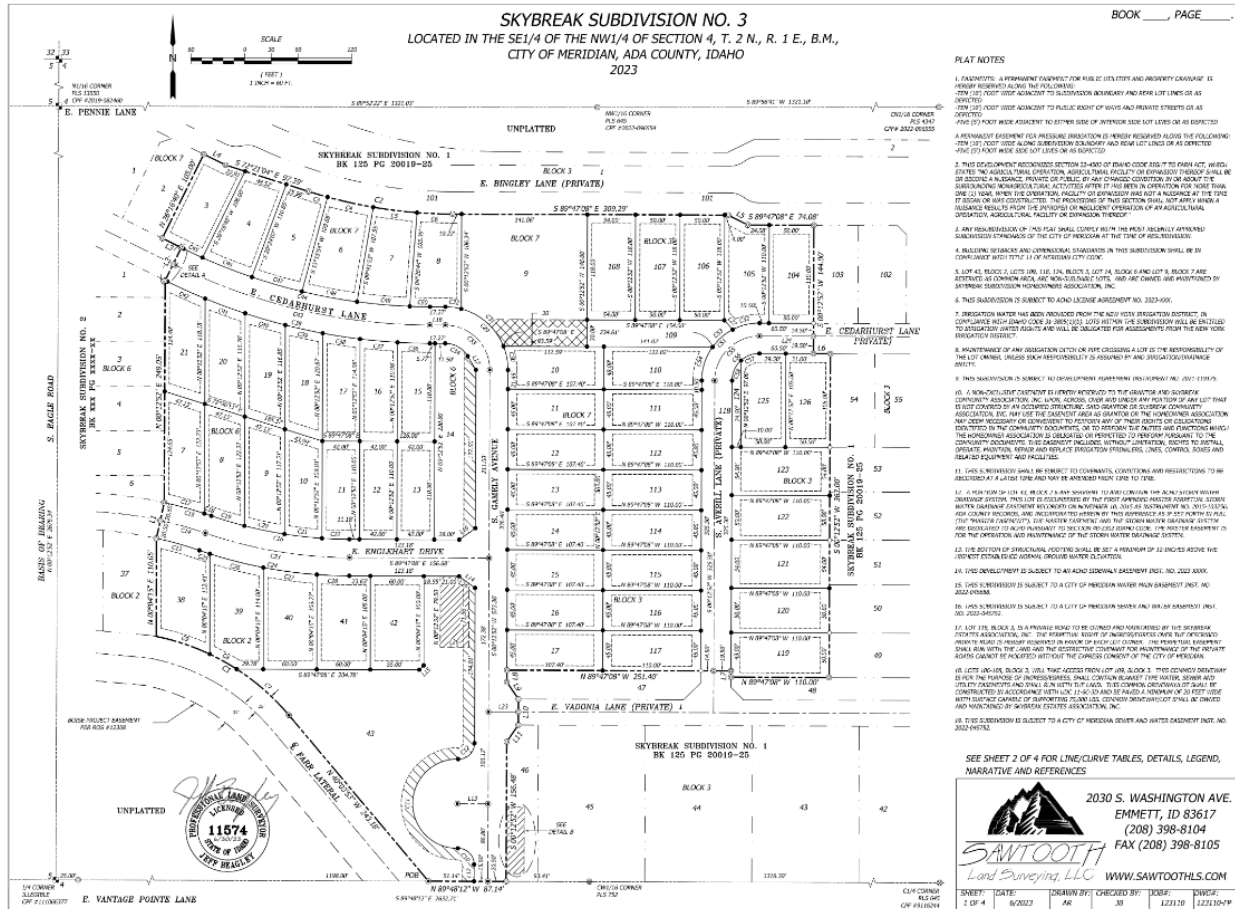
Staff recommends approval of the proposed final plat within the conditions noted in Section VI of this report.

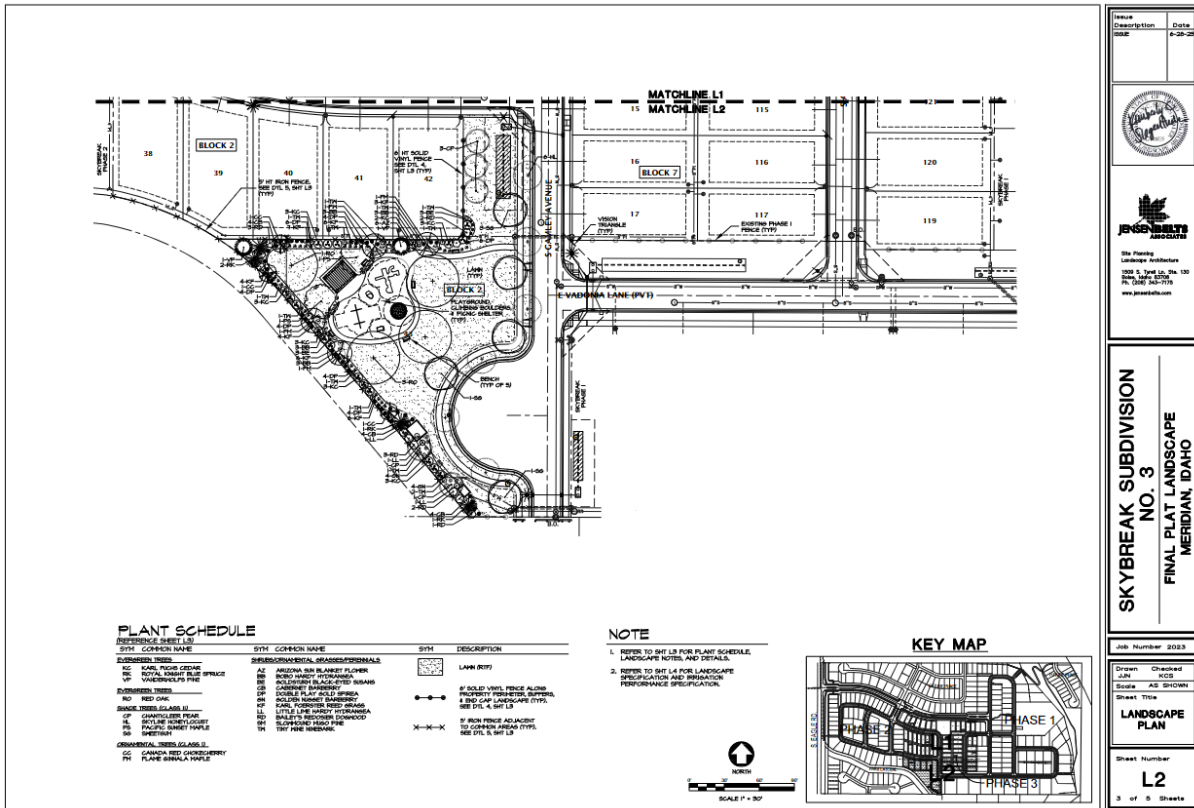
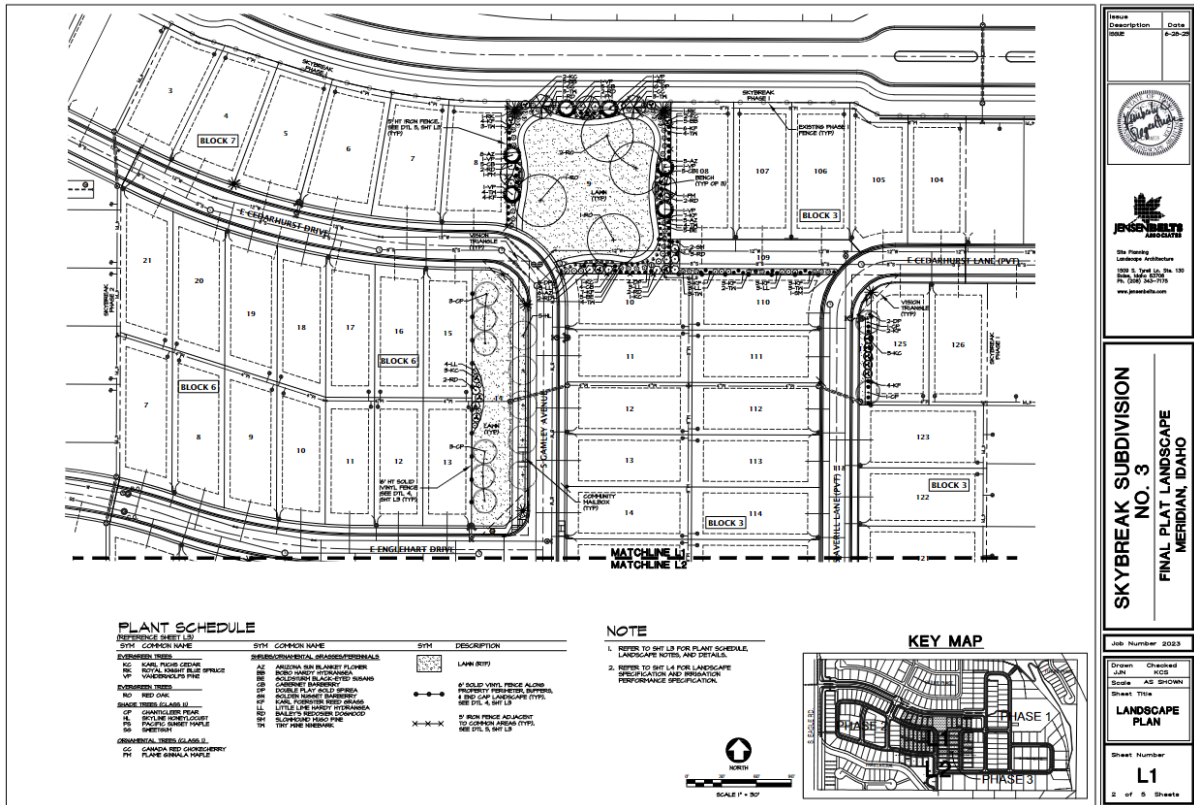
## V. EXHIBITS

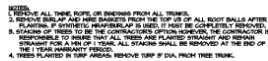
### A. Preliminary Plat red-marked to show area of Phase One (date: 6/16/2021)



### B. Final Plat (date: 6/30/2023)







NOT TO SCALE



## NOT TO SCALE



## HOW TO SCALE



## HOW TO MEASURE

[illegible]

6" SOLID VINYL FENCE ALONG  
PROPERTY PERIMETER, BUFFERS  
8' END CAP LANDSCAPE (TYP).  
SEE DET. 4, THIS SET

5" IRON FENCE ADJACENT  
TO COMMON AREAS (TYPE  
SEE DETL 5, THIS SET)

[illegible]

LOCATION	LENGTH	REQUIRED	PROVIDED
PARK/Common Open Space	61,280 SF / 8000 A	4 TREES	41 TREES
TOTAL NUMBER OF TREES:		4 TREES	41 TREES

LOCATION	LENGTH	REQUIRED	PROVIDED
PARK/Common Open Space	61,280 SF / 8000 A	4 TREES	41 TREES
TOTAL NUMBER OF TREES:		4 TREES	41 TREES

CIVIL ENGINEER  
CORINNE GRAHAM, P.E.  
CIVIL SITE WORKS, LLC  
PO BOX 8050  
BOISE, IDAHO 83707

DEVELOPER  
SKYBREAK, LLC  
P.O. BOX 9813  
BOISE, IDAHO 83707



Site Planning  
Landscape Architecture  
1009 S. Tyndal Ln. Ste. 130  
Bloom, Idaho 83708  
Ph. (208) 343-7175  
[www.jensen&sells.com](http://www.jensen&sells.com)

**YBREAK SUBDIVISION  
NO. 3**

Job Number 2023

Drawn JUN	Checked KCS
Scale AS SHOWN	
Sheet Title	
<b>LANDSCAPE DETAILS</b>	

Sheet Number

**L3**

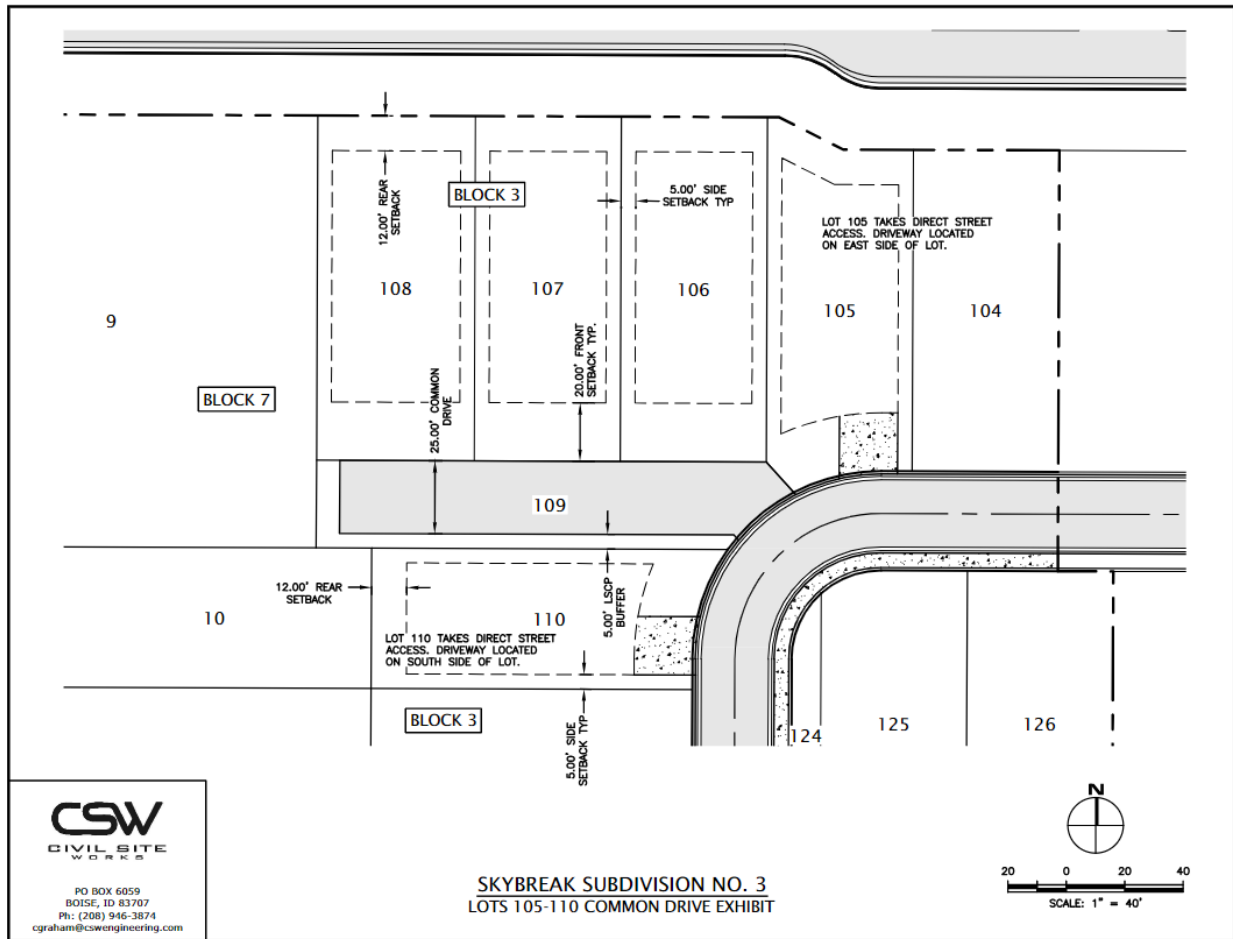


D. Approved Landscape Plan (date: 6/16/2021)





E. Common Drive Exhibit



## VI. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

1. Applicant shall meet all terms of the approved annexation and preliminary plat applications (Development Agreement - Inst. #2021-119175, AZ, PP H-2020-0127; FP-2022-0022; FP-2021-0058) approved for this site.
2. **The applicant shall obtain the City Engineer's signature on the subject final plat within two years of the City Engineer's signature on the previous phase's final plat (by August 14, 2025); or apply for a time extension, in accord with UDC 11-6B-7.**
3. Prior to City Engineer signature on the final plat, the final plat prepared by Sawtooth Land Surveying LLC stamped by Jeff Beagley, dated: 6/26/23, included in Section V.B shall be revised as follows:
  - a. Plat Note No 6 – add recorded instrument number.
  - b. Plat Note No. 12 – remove the #6 after Lot 43, Block 2.
  - c. Plat Note No. 14 – add recorded instrument number.
4. The Applicant shall comply with the submitted landscape plan included in Section V.C.
5. The development shall comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to driveways, easements, blocks, street buffers, and mailbox placement.
6. Developer shall comply with all ACHD conditions of approval.
7. The plat shall comply with the provisions for irrigation ditches, laterals, canals and/or drainage courses, as set forth in UDC 11-3A-6.
8. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
9. Administrative design review is required prior to submitting building permits for all attached residential structures containing two (2) or more dwelling units.
10. Staff's failure to cite specific ordinance provisions does not relieve the applicant of responsibility for compliance.

### B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310698&dbid=0&repo=MeridianCity>



## AGENDA ITEM

**ITEM TOPIC:** First Amendment to Development Agreement (Sessions Parkway H-2023-0030) between City of Meridian and GFI - Meridian Investments, LLC for Property Located at 2700 N. Eagle Rd.

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

**PARTIES:**           1.     **City of Meridian**  
                          2.     **GFI – Meridian Investments, LLC, Owner/Developer**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 2023, (“AMENDMENT”), by and between **City of Meridian**, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **GFI – Meridian Investments, LLC** (“OWNER/DEVELOPER”), whose address is 74 East 500 South, Suite 200, Bountiful, Utah 84010.

### **RECITALS**

A.     OWNER/DEVELOPER has submitted an application for a Modification to that certain Development Agreement recorded June 14, 2023 as Instrument #2023-033831 in Ada County Records (“Development Agreement”) to allow one (1) building permit to be obtained prior to recordation of a final plat and allowance for submittal of a Certificate of Zoning Compliance and Design Review application for subsequent proposed uses prior to recordation of a final plat; and request for Council approval of a reduction of the buffer requirement in the C-G district to residential uses to the east from 25-feet to a minimum of 8-feet. The Meridian City Council approved said application pursuant to those certain Findings of Fact, Conclusions of Law and Decision & Order attached hereto as Exhibit “A” and incorporated herein.

B.     CITY and OWNER/DEVELOPER now desire to amend the Development Agreement on the terms set forth in this Amendment, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement except as expressly amended as follows:
  - a. Section 5.1(a)(iii) shall be deleted in its entirety and replaced with the following: “The applicant shall construct a minimum 4-foot-wide sidewalk along the east side of the north/south drive aisle through the site (instead of along the east boundary of the site as shown on concept plan) and provide decorative crosswalks where pedestrian walkways cross internal drive aisles. Pedestrian walkways shall be provided at the east boundary of the site to the multi-family portion of the development (NWC and SWC of the Village Apartments) to enhance pedestrian connectivity.”
  - b. Section 5.1(b) shall be deleted in its entirety and replaced with the following: “The subject property shall be subdivided prior to issuance of the second building permit for the site; subsequent building permit applications shall not be submitted until after the property is subdivided. Certificate of Zoning Compliance and Design Review applications may be submitted and approved prior to recordation of the plat.”

- c. Section 5.1(c) shall be deleted in its entirety and replaced with the following: “If the site develops consistent with concept plan option 1, a minimum 25-foot-wide buffer shall be installed along the eastern boundary of the site adjacent to the future residential uses landscaped per the standards listed in UDC 11-3B-9C, unless otherwise modified by City Council approved through alternative compliance. If the site develops consistent with concept plan option 2, a minimum 5-foot-wide buffer shall be installed along the eastern boundary of the site adjacent to the future residential uses as approved by City Council, landscaped per the standards listed in UDC 11-3B-9C. Construction of the buffer may take place with lot development.”
  - d. A new Section 5.1(h) shall be added as follows: “Prior to issuance of the first Certificate of Occupancy within the development, all of the required street buffer landscaping along N. Eagle Rd./SH-55, including the 10-foot-wide multi-use pathway and pedestrian lighting; and the backage road along N. Eagle Rd./SH-55, from the north to the south boundary with connections to N. Eagle Rd./SH-55 and the development to the east, shall be completed.”
- 2. That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Amendment, and the Ordinances of the City of Meridian as herein provided.
  - 3. This Amendment shall be binding upon and inure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including City’s corporate authorities and their successors in office. This Amendment shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Amendment if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Amendment.
  - 4. If any provision of this Amendment is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any of the other provisions contained herein.
  - 5. This Amendment sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. In the event of a conflict between the terms of this Amendment and the Development Agreement, this Amendment shall govern. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Amendment shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.
    - a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

6. This Amendment shall be effective as of the date herein above written.
7. Except as amended by this Amendment, all terms of the previous Development Agreement shall remain in full force and effect.

[End of text. Acknowledgements, signatures, and Exhibit A follow.]

## ACKNOWLEDGMENTS

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

### OWNER/DEVELOPER:

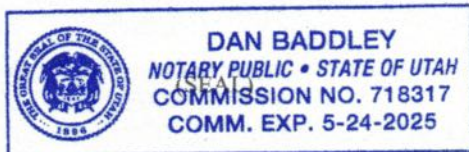
**GFI – Meridian Investments, LLC**


  
By: TREVOR GASSER

STATE OF Utah )  
County of Davis ) ss.

On this 1<sup>st</sup> day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Trevor Gasser, known or identified to me to be the Manager of **GFI – Meridian Investments, LLC** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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



  
Notary Public  
My commission expires: 5-24-2025

### CITY OF MERIDIAN

### ATTEST:

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

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

STATE OF IDAHO )  
County of Ada ) ss

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

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My commission expires: \_\_\_\_\_

# EXHIBIT A

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



**In the Matter of the Request for Amendment to the Existing Development Agreement (H-2022-0046, Inst. #2022-033831) to Allow One (1) Building Permit to be Obtained Prior to Recordation of the Plat and Allowance for Submittal of a Certificate of Zoning Compliance and Design Review Application for Subsequent Proposed Uses Prior to Recordation of the Plat; and a Reduction of the Buffer Requirement in the C-G District to Residential Uses to the East, by KM Engineering, LLP.**

**Case No(s). H-2023-0030**

**For the City Council Hearing Date of: August 22, 2023 (Findings on September 5, 2023)**

### A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 22, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 22, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 22, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 22, 2023, incorporated by reference)

### B. Conclusions of Law

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



7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of August 22, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

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

1. The applicant's request for a modification to the existing development agreement; and reduced buffer width is hereby approved per the provisions in the Staff Report for the hearing date of August 22, 2023, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Development Agreement Duration

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

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

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

#### E. Judicial Review

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

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

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

#### G. Attached: Staff Report for the hearing date of August 22, 2023

By action of the City Council at its regular meeting held on the 5th day of September, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE


COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE


COUNCIL MEMBER JOHN OVERTON VOTED AYE

COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

  
\_\_\_\_\_  
Mayor Robert E. Simison 9-5-2023

Attest:

  
\_\_\_\_\_  
Chris Johnson 9-5-2023  
City Clerk



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

By:  Dated: 9-5-2023  
City Clerk's Office

# STAFF REPORT

## COMMUNITY DEVELOPMENT DEPARTMENT



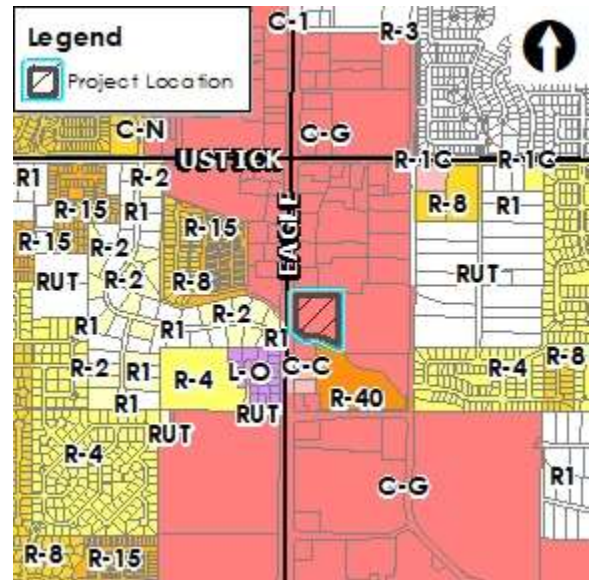
HEARING DATE: 8/22/2023

TO: Mayor & City Council

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

SUBJECT: Sessions Parkway - MDA  
[H-2023-0030](#)

LOCATION: 2700 N. Eagle Rd., in the NW 1/4 of  
Section 4. T.3N., R.1E. (Parcel  
#S1104233650)



### I. PROJECT DESCRIPTION

Amendment to the existing Development Agreement ([H-2022-0046](#), Inst. #[2022-033831](#)) to allow one (1) building permit to be obtained prior to recordation of the plat and allowance for submittal of a Certificate of Zoning Compliance and Design Review application for subsequent proposed uses prior to recordation of the plat; and request for Council approval of a reduction of the buffer requirement in the C-G district to residential uses to the east from 25-feet to a minimum of 8-feet.

### II. SUMMARY OF REPORT

#### A. Applicant:

Stephanie Hopkins, KM Engineering, LLP – 5725 N. Discovery Way, Boise, ID 83713

#### B. Owner:

GFI Meridian Investments, LLC – 74 East 500 South, Ste. 200, Bountiful, UT 84010

#### C. Representative:

Same as Applicant

### III. NOTICING

	City Council Posting Date
Notification published in newspaper	8/6/2023
Notification mailed to property owners within 300 feet	8/4/2023

Applicant posted public hearing notice on site	8/7/2023
Nextdoor posting	8/7/2023

#### IV. STAFF ANALYSIS

The Applicant requests a modification to the existing DA (Inst. #[2022-033831](#)) to allow one (1) building permit to be obtained prior to recordation of the plat and allowance for submittal of Certificate of Zoning Compliance and Design Review applications for subsequent uses prior to recordation of the plat.

A property boundary adjustment (A-2020-0115 – ROS #12423) was approved in 2020 that created the subject parcel (i.e. Parcel B) and the parcel to the east (i.e. Parcel A), which is currently under development by the same developer with multi-family apartments. A final plat (FP-2023-0002) is currently in process that includes the subject property.

While it's preferred that a subdivision plat is recorded prior to submittal of Certificate of Zoning Compliance and Design Review applications and subsequent building permit applications to ensure compliance with dimensional standards and construction of improvements for the overall site, it's not a UDC requirement. **Therefore, Staff is amenable to the request provided all of the required street buffer landscaping along N. Eagle Rd./SH-55, including the 10-foot wide multi-use pathway and pedestrian lighting; and the backage road along N. Eagle Rd./SH-55 from the north to the south boundary, with connections to N. Eagle Rd./SH-55 and the development to the east, are completed prior to issuance of the first Certificate of Occupancy within the development.** Staff has included these requirements as a provision of the amended DA in Section VI.B (new provision #5.1h).

The Applicant also requests City Council approval of a reduction of the buffer requirement in the C-G district to residential uses to the east from 25-feet to a minimum of 8-feet as allowed by UDC [11-3B-9C.2](#) with notice to surrounding property owners. This reduction, if approved, would only apply if a hotel develops on the site (i.e. development Option #2 in the DA). A reduction to the buffer width does not affect building setbacks; all structures are required to be set back from the property line a minimum of the buffer width required in the district. *Note: If the property develops in accord with the Option #1 conceptual development plan in the DA, the full 25-foot wide buffer will be provided.*

A 7-foot wide perimeter landscape buffer is being provided on the property to the east along the shared property line, which would result in a total buffer width of 15 feet if Council approves the reduced buffer width proposed. A mix of trees (1 per 35 lineal feet) and shrubs are being provided within the buffer as shown on the approved landscape plan in Section VI.C. With the perimeter buffer, parking, a drive aisle and pedestrian walkway, a minimum of 75-feet is being provided between the shared property line and the nearest residential structure to the east.

All buffers to residential uses are required to be comprised of, but not limited to, a mix of evergreen and deciduous trees, shrubs, lawn, or other vegetative groundcover that results in a barrier that allows trees to touch within five (5) years of planting. Trees that will not touch until maturity outside of this timeframe must be supplemented with additional materials such as tall columnar evergreen shrubs, or other qualifying materials. Where proposed adjacent land uses cannot be adequately buffered with plant material(s), the City may require inclusion of a wall, fence or other type of screen that mitigates noise and/or unsightly uses. If a wall or fence at least 6-foot tall is provided, the planting requirement may be reduced to a minimum of one (1) tree per 35 linear feet, plus shrubs, lawn, or other vegetative ground cover.

There is a 10-foot wide pressure irrigation easement that runs along the eastern boundary of this site which may prohibit trees. **If so, alternative compliance should be requested to the buffer material**

standards listed in UDC [11-3B-9C.1](#). Staff recommends at least a portion of the required trees be provided within the perimeter buffer on the adjacent property to the east resulting in a barrier that allows trees to touch within five (5) years of planting to screen the residential uses from the hotel; the remainder of the required trees could be planted elsewhere within the site. Staff is of the opinion the reduced buffer width planted with extra trees that result in a barrier combined with the distance to the nearest residential structures, provides an adequate buffer to the future residential uses from the proposed commercial uses. **If Council believes additional buffering of the residential property is needed, a wall or fence at least 6-foot tall could be required on the shared property line.**

Development plan Options #1 and #2 in the DA, depict a north/south pathway within the perimeter buffer along the eastern boundary of the site and pedestrian connections to the east to the multi-family development (currently in the development process) at the north and south boundaries of the site. **Staff is of the opinion the pathway would be utilized more if it were located along the east side of the main north/south drive aisle in the commercial portion of the development rather than on the shared property line between the commercial and residential development. To better accommodate the pathway in this location and the hotel site plan (i.e. Option #2), Staff recommends a lesser buffer width of 5-feet is provided along the east boundary (totaling 12-feet with the 7-foot wide buffer on the adjacent residential property) with a minimum 4-foot wide sidewalk along the east side of the drive aisle. Staff further recommends decorative crosswalks are provided across internal drive aisles where walkways are proposed for pedestrian safety. Pedestrian walkways/connections should still be provided to the residential property to the east at the north and south ends of the site as depicted on the concept plans in the DA. Staff recommends changes to the DA accordingly (see Section VI.B).**

## V. DECISION

### A. Staff:

Staff recommends approval of the proposed modification to the DA with the changes noted in Section VI.B as discussed above in Section IV.

### B. The Meridian City Council heard this item on August 22, 2023. At the public hearing, the Council moved to approve the subject MDA request.

#### 1. Summary of the City Council public hearing:

- a. In favor: Stephanie Hopkins, KM Engineering (Applicant's Representative)
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Stephanie Hopkins, KM Engineering (Applicant's Representative)
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

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

- a. None

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

- a. Concern pertaining to the adequacy of the reduced buffer width to residential uses to the east;
- b. Reasoning for relocation of the north/south pathway from the east boundary of the site to the west boundary of the hotel site along the north/south drive aisle.

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

- a. None

## VI. EXHIBITS

### A. Existing Development Agreement Provisions:

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

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

- 5.1 The subject property shall no longer be subject to the terms of the Development Agreement (DA) (Inst. #2022-065403, MDA-15-012) for Village Apartments and shall instead be subject to a new agreement. The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting approval of the amendment. The specific provisions for the new DA are as follows:
  - a. Development of this site shall be generally consistent with the conceptual development plans approved by City Council and the conditions of approval included in Section VIII.A and include the following:
    - i. Specific details for the integrated plaza/open areas shall be provided with the first certificate of zoning compliance. The applicant can relocate open space/plaza areas depicted on the plan with director approval once specific tenants are known.
    - ii. On concept plan option 1, some or all of the buildings along the eastern boundary may be rotated and/or relocated and a shared plaza area/green space added to a more central location within the development for better integration, including a central pathway connection to the open space and front pad sites.
    - iii. If the site develops consistent with concept plan option 2, the applicant shall construct a 5-foot sidewalk on the east boundary and provide a decorative crosswalk across the drive aisle of the multi-family portion of the development (SWC of the Village Apartments) to enhance pedestrian connectivity.



- b. The subject property shall be subdivided prior to submittal of the first Certificate of Zoning Compliance application for the site.
- c. A 25-foot wide buffer shall be installed along the eastern boundary of the site adjacent to the future residential uses, landscaped per the standards listed in UDC 11-3B-9C, unless otherwise modified by City Council. Construction of the buffer may take place with lot development.
- d. Pedestrian connections shall be provided between the subject property and the future residential development to the east, the commercial properties to the north and south and to the multi-use pathway along N. Eagle Rd./SH-55 in accord with the approved pedestrian plans. Pedestrian walkways should be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks in accord with UDC 11-3A-19B.4.
- e. Traffic calming shall be provided within the site between the subject property and the residential development to the east.
- f. Provide trash enclosures within the development capable of housing containers for both solid waste and recyclable materials in accord with MCC 4-1-4.
- g. City Council approved the request for a right-in/right-out access via N. Eagle Rd./SH-55 contingent upon final approval from ITD in accord with UDC 11-3H-3.

B. Proposed & Recommended Revisions to Development Agreement Provisions:

~~#5.1a.iii – If the site develops consistent with concept plan option 2, the applicant shall construct a minimum 5-foot wide sidewalk on along the east side of the north/south drive aisle boundary through the site (instead of along the east boundary of the site as shown on concept plan) and provide a decorative crosswalks across the where pedestrian walkways cross internal drive aisles. Pedestrian walkways shall be provided at the east boundary of the site to of the multi-family portion of the development (NWC and SWC of the Village Apartments) to enhance pedestrian connectivity.~~

~~#5.1b – The subject property shall be subdivided prior to submittal issuance of the first second Certificate of Zoning Compliance application building permit for the site; subsequent building permit applications shall not be submitted until after the property is subdivided. Certificate of Zoning Compliance and Design Review applications may be submitted and approved prior to recordation of the plat.~~

~~#5.1c – A minimum 25-foot 5-foot wide buffer shall be installed along the eastern boundary of the site adjacent to the future residential uses as approved by City Council, landscaped per the standards listed in UDC 11-3B-9C, unless otherwise modified by City Council approved through alternative compliance. Construction of the buffer may take place with lot development.~~

~~#5.1h – Prior to issuance of the first Certificate of Occupancy within the development, all of the required street buffer landscaping along N. Eagle Rd./SH-55, including the 10-foot wide multi-use pathway and pedestrian lighting; and the backage road along N. Eagle Rd./SH-55, from the north to the south boundary with connections to N. Eagle Rd./SH-55 and the development to the east, shall be completed.~~

*Note: All other provisions remain the same; no other changes are proposed or recommended.*



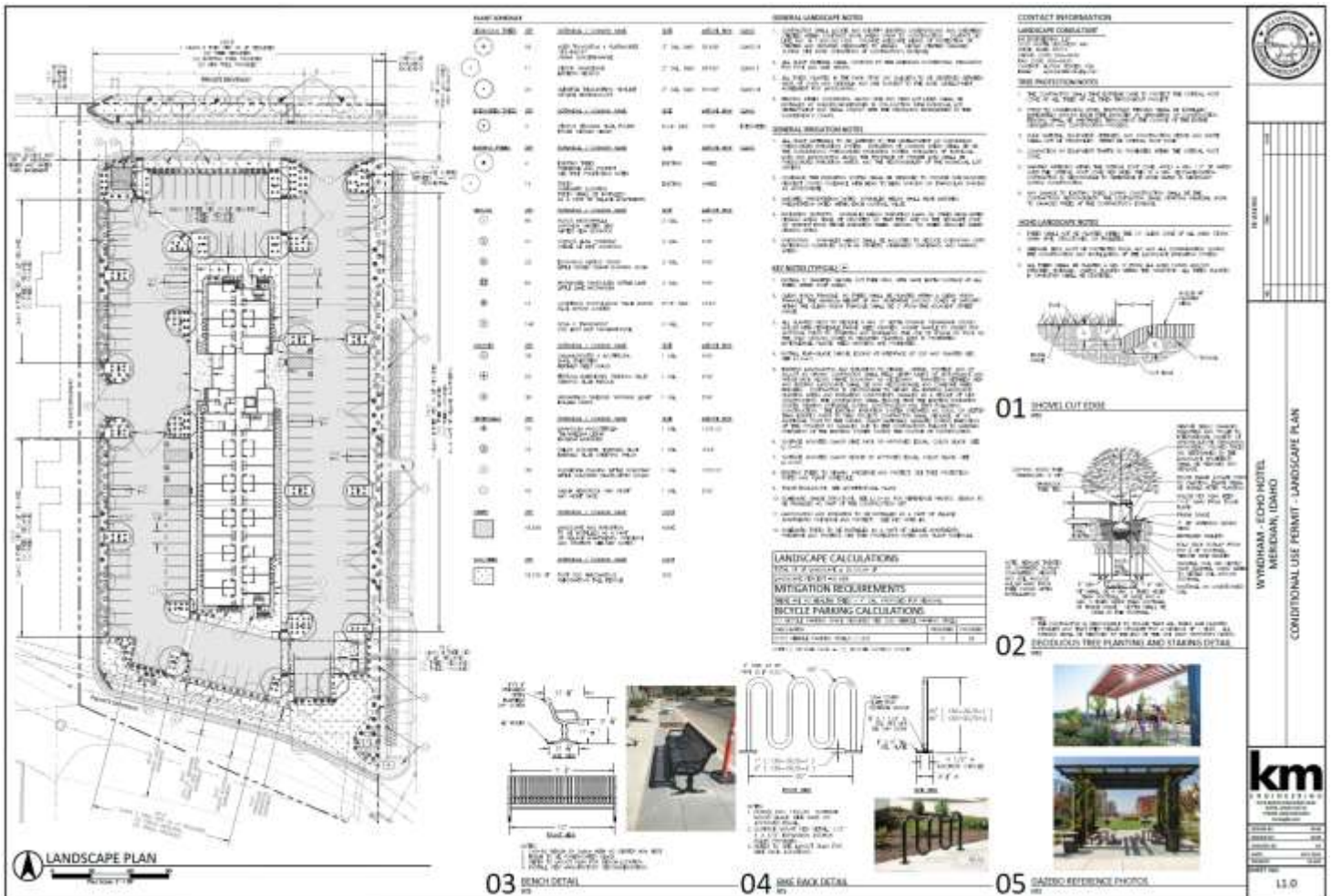
[illegible]



[illegible]



E. Proposed Landscape Plan (dated: July 10, 2023) – *Not Approved*





## AGENDA ITEM

**ITEM TOPIC:** Agreement between the City of Meridian and Ballet Idaho, Inc. for use of Initial Point Gallery for Ballet Performance

## **AGREEMENT for BALLET PERFORMANCE IN INITIAL POINT GALLERY**

This **AGREEMENT for BALLET PERFORMANCE IN INITIAL POINT GALLERY** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Ballet Idaho, Inc. a non-profit organization organized under the laws of the State of Idaho, whose address is 501 S. 8th Street, Boise, Idaho (“Ballet Idaho”) (together, “Parties”).

**WHEREAS**, the City desires that Initial Point Gallery, a public art gallery on the third floor of Meridian City Hall, at 33 E. Broadway, Meridian, Idaho (“Venue”), serve as a place where members of the community can gather to enjoy visual and performing arts;

**WHEREAS**, to that end, on February 6, 2023, at 4:30 p.m., in Venue, the Meridian Arts Commission is hosting a reception (“Event”) to celebrate the opening of an exhibit by the Boise Open Studios Collective Organization (“BOSCO”) entitled “Dance Study,” featuring artwork by BOSCO artists created in collaboration with Ballet Idaho; and

**WHEREAS**, the Parties mutually desire to present, as part of the Event, a performance by Ballet Idaho;

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

- A. Performance.** Ballet Idaho shall perform for the public, between 4:30 p.m. and 7:00 p.m., on February 6, 2023, in Venue.
- B. Sound system; set up and sound checks.** Ballet Idaho may provide, set up, and operate any and all sound systems and equipment necessary to electronically amplify music and spoken announcements no earlier than 2:00 p.m. on February 6, 2023, and may rehearse and/or perform sound checks at that time.
- C. Risers; flooring.** If Ballet Idaho elects to use risers or flooring for its performance, Ballet Idaho shall provide and set up such equipment, and shall utilize such materials necessary to protect City facilities from any and all damage therefrom.
- D. Compensation.** City shall make no payment to Ballet Idaho for services rendered under this Agreement.
- E. Cancellation.** City may, in City’s sole discretion, cancel the Event and/or Ballet Idaho’s performance, for any reason.

- F. Venue.** City shall provide for the performance the Venue, which is an indoor public area. Ballet Idaho shall be solely responsible for any and all measures necessary to protect equipment, performers, staff, and crew from damage or injury due to conditions that do or may exist at or in Venue. Ballet Idaho and Ballet Idaho shall comply with all requirements of the City Building Maintenance Technician or Arts & Culture Coordinator, as may be reasonable and for the purpose of protecting City facilities and property.
- G. Public venue.** Ballet Idaho acknowledges that the Venue is a public place and that all members of the public shall be invited to attend. To this end, Ballet Idaho shall perform such material and in such a manner as shall be appropriate for all ages, values, and sensibilities. Ballet Idaho's performance and attire shall not include language, attire, and/or behavior that is profane, sexual, violent, or discriminatory.
- H. Photography and recording.** City shall not be authorized by this Agreement to photograph, record, video tape, reproduce, transmit, or disseminate images or footage in or from the Venue. In the event that City wishes to do so, City shall follow the requirements of the American Guild of Musical Artists ("AGMA") for Publicity and Video/Photo Use as set forth in *Exhibit A*. City shall advise the organizer of the BOSCO exhibit of such requirements and request that its members also adhere to the AGMA requirements. City shall not be responsible for the actions of persons who are not under its employment or control.
- I. Time of the essence.** Ballet Idaho acknowledges that services provided under this Agreement shall be performed 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. Promotion of Event.** City shall promote the performance in community promotional materials and avenues. Ballet Idaho may undertake additional promotional activities at Ballet Idaho's own expense and effort, subject only to the limitations set forth herein. City hereby conveys to Ballet Idaho permission to use City's name in all forms and media and in all manners, except that City's logo may not be used in any manner whatsoever without the express, written consent of the Mayor's Chief of Staff. Ballet Idaho shall be listed as "Ballet Idaho" in all promotional materials that are created by City or within City's control.
- K. Indemnification.** Ballet Idaho and each and all of its performers, employees, agents, volunteers, and/or representatives shall, and hereby do, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, guests, invitees, 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 Ballet Idaho or any of its performers, employees, agents, volunteers, and/or representatives, in connection with this Agreement or activities related thereto. Ballet Idaho acknowledges that the Event and its performance at Event presents risks, some of which are unknown, and do agree to assume all

such known or unknown risks.

- L. Waiver.** Except as to rights held under the terms of this Agreement, Ballet Idaho and each member of Ballet Idaho shall, and hereby do, 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 the 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. Relationship of Parties.** Ballet Idaho and each member of Ballet Idaho is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Ballet Idaho or any member of Ballet Idaho and City or any official, agent, or employee of City. Ballet Idaho and Ballet Idaho shall retain the right to perform services for others during the term of this Agreement.
- N. Compliance with law.** Throughout the course of this Agreement, Ballet Idaho and each member of Ballet Idaho shall comply with any and all applicable federal, state, and local laws.
- O. Non-Discrimination.** Throughout the course of this Agreement, neither Ballet Idaho nor any member of Ballet Idaho shall discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory handicap.
- P. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- Q. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- R. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- S. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of



any other remedy.

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

**U. Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

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

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

City:

Attn: Arts and Culture Coordinator  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

Ballet Idaho:

Brad Miller, President  
Ballet Idaho  
501 S. 8th Street  
Boise, Idaho 83702

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

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

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

**BALLET IDAHO:**

  
\_\_\_\_\_  
Garrett Anderson  
Interim Executive Director

**APPROVED:**

**ATTEST:**

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

By:

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

## **EXHIBIT A**

### **Summary of the American Guild of Musical Artists (AGMA) Publicity and Video/Photo Use Provisions**

1. Notice of 24 hours MUST be given to the dancers prior to ANY photos or video being taken. Prior to this notice, the Association of American Dancing (“AAD”) MUST be given an additional 24-hour notice to ensure the filming/photography is included on the dancer’s daily schedules.
2. ALL pictures and videos produced that include 2 or fewer dancers MUST be approved by the dancers. This can be done through the AAD or Ballet Idaho’s marketing department. The dancers have 24 hours to approve the footage.
3. Credit MUST be given to dancers pictured if there are 2 or fewer dancers. Credit MUST be given to any dancers featured in any group footage. Credit should include the dancer’s position in the Company if a Principal or Soloist. Credit MUST include the photographer, choreographer (if applicable), and any other artist whose work is presented within the footage. Credit will carry the line “Dancers included are – (include dancer names)”. The easiest way for this to be done correctly is to send the footage to Ballet Idaho’s marketing department for review and verbiage. Requests may be sent to [ewestfall@balletidaho.org](mailto:ewestfall@balletidaho.org) or [cmrozinski@balletidaho.org](mailto:cmrozinski@balletidaho.org).
4. Images, video, and/or any other promotional material not used by Ballet Idaho to promote Ballet Idaho or dance generally MUST go through a special negotiation process with AGMA before being shared. This can take a while, so it is best to start the process early.
5. Ballet Idaho may allow creation and distribution of promotional recordings of performances as long as the dancers *can* decide *not* to participate, appropriate notice was given (see above), and the recording is 5 minutes long or less. If the recording is longer than 5 minutes, additional restrictions will apply.



## AGENDA ITEM

**ITEM TOPIC:** Cooperative Agreement Between Western Ada Recreation District (WARD) and the City of Meridian for Financial Contribution to Support Licensed Recreational Activities

**COOPERATIVE AGREEMENT  
BETWEEN WESTERN ADA RECREATION DISTRICT and  
CITY OF MERIDIAN FOR FINANCIAL CONTRIBUTION  
TO SUPPORT LICENSED RECREATIONAL ACTIVITIES**

This COOPERATIVE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between Western Ada Recreation District, a recreation district created and organized under Title 31, Chapter 43 of the Idaho Code ("District"), and the City of Meridian, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code ("City")

**RECITALS**

- a. District is a recreation district created to serve western Ada County. District's mission is to provide and promote aquatics recreation in Western Ada County, which it fulfills by the operation of the Meridian Community Pool ("Pool"). District also operates a .57 acre public park in the Settlers Village Subdivision ("Park") and is the Leaseholder of the Lakeview Golf Course ("Golf Course") in Meridian.
- b. Idaho Code § 31-4317(h)) provides that District may enter into cooperative agreements with the state, other authorities, counties, and cities under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or District of said agencies.
- c. City and District have License and Maintenance agreement(s) in place whereby City, as licensee, has agreed to operate and maintain the Golf Course, the Pool, and the Park.
- d. District has budgeted, for the 2024 Fiscal Year, funds for operation and maintenance of the Pool, Park, and Golf Course.
- e. District desires to contribute to City the 2024 Fiscal Year budget amounts below for the Pool, Park, and Golf Course to support services, capital and overhead expenses as set forth in the License and Maintenance agreements between District and City.

**AGREEMENT**

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this Agreement and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

**Section 1. Term**

This Agreement shall be in effect commencing on the Effective Date and will terminate on the 30th day of September 2024, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

## **Section 2. Purpose**

The purpose of this Agreement is for District to pay to City \$ \$315,670.00 to support services, capital and overhead expenses for the Pool, Park, and Golf Course, as set forth in the respective license and maintenance agreements for such facilities, in Fiscal Year 2024. City shall collect and retain revenues received from Pool, Park, and Golf Course operations.

## **Section 3. Payment and Future Renewals.**

- a) District shall pay the amount set forth in Section 2(a) in two equal payments. The first payment shall be made in February of 2024. The second payment shall be made in August 2024. The parties acknowledge that any Pool, Park, or Golf Course related expenditures incurred by District shall be deducted from the District's payment to City due in August 2024. District's payments shall be pro-rated in the event of termination of any of the license and maintenance agreements.
- b) Payment shall be made directly to City at:  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642
- c) It is acknowledged by the Parties that District's mill levy rates shall be governed by the *License and Maintenance 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* ("License and Maintenance Agreement"), entered into by the Parties on February 8, 2022, and any subsequent amendments or addenda thereto. This Agreement, and successive iterations thereof, are and shall be subject to this License and Maintenance Agreement.


## **Section 4. Miscellaneous.**

- a) Each party hereto represents and warrants that each person executing this Agreement on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body and is fully vested with the authority to bind such party in all respects.
- b) If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.
- c) Except as provided otherwise herein, this Agreement and any attachments hereto constitute the entire Agreement between District and City concerning the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

- d) The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.
- e) 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.
- f) Neither party shall have the right to transfer or assign all or any portion of such party's interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party.
- g) This Agreement shall be binding on the parties hereto, and their successors and assigns.

EXECUTED and effective as of the Effective Date first above written.

**Western Ada Recreation District:**

  
Shaun Wardle  
Board President

**City of Meridian:**

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

**ATTEST:**

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



## AGENDA ITEM

**ITEM TOPIC:** Dog Licensing Designee Agreements Between the City of Meridian and Meridian Veterinary Hospital, Pet Care Clinic, and Settler's Park Veterinary Hospital



## **DOG LICENSING DESIGNEE AGREEMENT**

This DOG LICENSING DESIGNEE AGREEMENT is made this 12th day of December, 2023, 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 Idaho Avenue, Meridian, Idaho 83642, and Meridian Veterinary Hospital, hereinafter referred to as "Licensing Designee," whose business address is 421 W Franklin Road, Meridian, Idaho 83642.

- A. Purpose of Agreement:** The purpose of this Agreement is to set forth the rights and obligations of City and of Licensing Designee with reference to Licensing Designee's issuance of dog licenses on City's behalf. By entering into this agreement, both parties seek to: 1) encourage and facilitate the licensing of all dogs within the City of Meridian; and 2) implement the provisions of Meridian City Code section 6-2-3(D).
- B. Time of Performance:** This agreement shall be effective from January 1, 2024 to December 31, 2024.
- C. Designation of authority:** City hereby authorizes and empowers Licensing Designee to issue dog licenses on behalf of City in accordance with all applicable provisions of Meridian City Code.
- D. Responsibilities of Licensing Designee:**
- 1. Issuance of dog licenses:** Licensing Designee shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), including, but not limited to:
    - a.** Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed; whether dog owner/user is visually or hearing impaired or disabled; whether dog owner is training such dog as seeing eye, hearing ear, or guide dog; and/or whether replacement license tag will indeed replace validly issued, lost tag.
    - b.** Collection of appropriate license fee.
  - 2. Rabies education.** Licensing Designee shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.



3. **Official log:** Licensing Designee shall keep an official, monthly, written log of all dog licenses issued by Licensing Designee on the form provided by City, and shall keep such written log complete and current at all times.
4. **Administrative fee:** City hereby authorizes Licensing Designee to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.
5. **Monthly submission to City Clerk:** At the end of each month during the term of this Agreement, Licensing Designee shall submit to the Meridian City Clerk:
  - a. All dog license fees collected by Licensing Designee on City's behalf; and
  - b. A true and correct copy of the Licensing Designee's monthly log, completed in full.

Such fees and log shall be submitted to the Meridian City Clerk no later than the tenth (10th) day of the month following the month for which the fees were collected and the monthly log completed.

6. **Remission of discrepancy:** If, following the Meridian City Clerk's review and accounting of Licensing Designee's issuance of dog licenses, the Meridian City Clerk notifies Licensing Designee of a discrepancy in fees collected and data reported by Licensing Designee in the log or quantity of unissued tags, Licensing Designee shall remit to City funds in the amount of such discrepancy. Licensing Designee's obligation to remit to City funds in an amount corresponding to the number and type of dog licenses issued and the number of unissued dog license tags returned to City shall not be excused for any reason, regardless of Licensing Designee's assertion of loss, theft, misplacement, mistake, or mismanagement of fees, tags, and/or data.

#### **E. Responsibilities of City:**

1. **Provision of dog license tags:** City shall provide dog license tags to Licensing Designee.
2. **Monthly accounting:** In the event of a discrepancy between the log, fees remitted, and/or unissued tags, the Meridian City Clerk shall notify Licensing Designee in writing and Licensing Designee shall remit to City funds in the amount of the discrepancy.
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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.

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**M. Audits and Inspections:** At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Licensing Designee's records with respect to all matters covered by this Agreement.

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**P. Termination:**

**1. Written notice:** If, through any cause, Licensing Designee, 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 Meridian 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 Licensing Designee at least fifteen (15) calendar days written notice. Licensing Designee may terminate this agreement at any time by giving at least fifteen (15) calendar days written notice to City.

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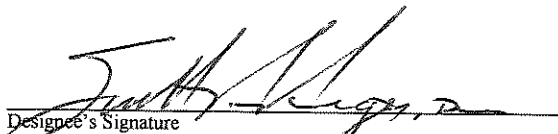
**R. Entire agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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**T. Approval required:** This Agreement shall not become effective or binding until approved by City.

**LICENSING DESIGNEE:**

MERIDIAN VETERINARY HOSPITAL

  
Designee's Signature

BY: Scott H. Higer, DVM  
Print Name

**CITY OF MERIDIAN**

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

Attest:

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





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**LICENSING DESIGNEE:**

SETTLERS PARK VETERINARY HOSPITAL

  
Designee's Signature

BY: DOUGLAS B MILLS DVM  
Print Name

**CITY OF MERIDIAN**

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

Attest:

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



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**LICENSING DESIGNEE:**

PET CARE CLINIC

  
Designee's Signature

BY: WENDY S. MADURA, DVM  
Print Name

**CITY OF MERIDIAN**

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

Attest:

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



## AGENDA ITEM

**ITEM TOPIC:** Interagency Agreement between the Ada County Highway District and the City of Meridian for Water and Sewer Improvements for Eagle Rd., Amity Rd. to Lake Hazel Rd. and Eagle Rd. /Lake Rd. Hazel Intersection, ACHD Project No. 519034 & 319043





Mayor Robert E. Simison

**City Council Members:**

Joe Borton  
Liz Strader  
Brad Hoaglund

John Overton  
Jessica Perreault  
Luke Cavener

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

**FROM:** *Troy Thrall – Staff Engineer II*

**DATE:** *November 29, 2023*

**SUBJECT: INTERAGENCY AGREEMENT BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF MERIDIAN FOR WATER, AND SEWER IMPROVEMENTS FOR EAGLE RD, AMITY RD TO LAKE HAZEL RD. AND EAGLE /LAKE HAZEL INTERSECTION, ACHD PROJECT NO. 519034 & 319043**

**REQUESTED COUNCIL DATE:** December 12, 2023

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**I. RECOMMENDED ACTION**

**A. Move to:**

1. Approve the attached agreement with the Ada County Highway District.
2. Authorize the Mayor to sign the agreement.

**II. DEPARTMENT CONTACT PERSONS**

Troy Thrall – Staff Engineer II	208-489-0438
Kyle Radek – Assistant City Engineer	208-489-0386
Clint Dolsby – Assistant City Engineer	208-489-0341
Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Public Works Director	208-985-1259

**III. DESCRIPTION**

**A. Background**

ACHD will be widening Eagle Road to five lanes between Amity Road and Lake Hazel Road as well as re-building the intersection of Eagle and Lake Hazel Road as part of their 2024 roadway program. As a utility within the public right of way, the City is responsible for adjustment of

water and sewer infrastructure to allow for roadway projects. As part of the construction, City of Meridian utilities are being adjusted to meet required clearances. The construction will also allow the City to stub out utilities for future development.

B. Proposed Project

ACHD will improve Eagle Road from Amity Road to Lake Hazel Road and the Eagle/Lake Hazel Intersection. During construction, ACHD will have City of Meridian water and sewer improvements installed by their contractor. The water portion will consist of the adjustment of 8-inch and 12-inch PVC and HDPE, 8-inch and 12-inch gate valves, fire hydrants, subsequent adjustments of water valves, and the installation of water service stubs. The sewer portion will consist of the adjustments to existing manholes within the road corridor.

#### IV. IMPACT

A. Strategic Impact:

This project is aligned with the Public Works objective of being opportunistic in planning for growth and infrastructure needs.

B. Fiscal Impact

The costs of the City of Meridian infrastructure improvements are estimated to be \$843,040 and will be funded from the different accounts, as shown below. The actual costs will be presented to Council for approval following the bid opening for this project.

Project Costs:

Fiscal Year 2024		
Eagle Rd, Amity to Lake Hazel		\$166,472
Eagle/Lake Hazel Intersection		\$676,588
	Total	\$843,040

Project Funding

Fiscal Year 2024	Account Code / Codes	
<i>Water Main Extensions</i>	3490-96140	\$824,780
<i>Sewer Main Extensions</i>	3590-93505	\$18,260
	Total Funding	\$843,040

#### V. TIME CONSTRAINTS

ACHD plans to start construction on this project in January 2024. City approval of this agreement is required for ACHD to install sewer and water improvements as part of their project. This agreement is on the ACHD Commission agenda for the December 13, 2023. ACHD plans to award the bid for this project in January 2024.

#### VI. LIST OF ATTACHMENTS

A. Interagency Agreement between Ada County Highway District and the City of Meridian for water, reclaimed water and sewer improvements.

Approved for Council Agenda: LM

12/4/23



INTERAGENCY AGREEMENT FOR:  
ROADWAY CONSTRUCTION/ WATER AND SEWER CONSTRUCTION  
**LAKE HAZEL ROAD AND EAGLE ROAD**  
**EAGLE ROAD, LAKE HAZEL ROAD TO AMITY ROAD**  
ACHD PROJECT NOS. 319050 / 521043

THIS INTERAGENCY AGREEMENT FOR ROADWAY CONSTRUCTION/WATER AND SEWER CONSTRUCTION ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("DISTRICT" or "ACHD"), and the CITY OF MERIDIAN, a municipal corporation organized under the laws of the State of Idaho ("MERIDIAN" or "City"), regarding ACHD Project nos. 319050 and 521043.

**RECITALS**

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way in Ada County;

WHEREAS, City is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with jurisdiction, authority and police power to regulate and control municipal activities within the City;

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, DISTRICT and MERIDIAN desire to undertake a cooperative effort to incorporate into the DISTRICT'S road construction projects known as LAKE HAZEL ROAD AND EAGLE ROAD and EAGLE ROAD, LAKE HAZEL ROAD TO AMITY ROAD ("Project" or "Project Boundaries"), certain modifications or improvements to City owned facilities, including **constructing water and sewer services, adjusting water valve boxes and covers and sewer manholes to grade, and correcting potable/non-potable spacing issues** (collectively, "City Water and Sewer Improvements") as detailed in Project nos. 319050 and

Interagency Agreement for Roadway Construction and Water and Sewer Construction  
LAKE HAZEL ROAD AND EAGLE ROAD and EAGLE ROAD, LAKE HAZEL ROAD TO AMITY ROAD  
Project Nos. 319050 and 521043

521043, to be constructed pursuant to a separately-executed agreement between DISTRICT and the selected Contractor ("CONTRACT"); and

WHEREAS, DISTRICT is willing to accommodate MERIDIAN'S request by including the City Water and Sewer Improvements in the Project plans, subject to the terms, conditions and obligations set forth in this Agreement and so long as DISTRICT receives assurances by the City that it will fully reimburse DISTRICT for all actual costs including, without limitation, any indirect costs and expenses that DISTRICT incurs as a result of the additional work attributable to the modification or installation of the City Water and Sewer Improvements within the Project Boundaries; and

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. DISTRICT SHALL:**

- a. Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the construction CONTRACT for the roadway reconstruction and City Water and Sewer Improvements referenced herein, which CONTRACT shall include, *inter alia*, a provision that all work required for the City Water and Sewer Improvements shall be performed in conformance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC) and the most current CITY OF MERIDIAN Supplemental Specifications to the ISPWC. It is hereby specifically agreed that:
  - i. Adjustment of water valve boxes and covers to grade shall include reconstruction in conformance with ISPWC Section 404, and
  - ii. Adjustment of sewer manholes to grade shall include reconstruction in conformance with ISPWC Section 602.
- b. Provide MERIDIAN with a complete set of combined bid documents for the roadway reconstruction, and for the City Water and Sewer Improvements.
- c. Furnish MERIDIAN with an abstract of all bids received, and obtain MERIDIAN'S written concurrence with DISTRICT'S recommendation for award of the CONTRACT prior to making such award. MERIDIAN'S concurrence shall specifically acknowledge that the City Water and Sewer Improvements are and shall be subject to the terms and conditions of this Agreement. If MERIDIAN does not concur, DISTRICT shall remove the City Water and Sewer Improvements and if necessary, rebid the Project. MERIDIAN shall be responsible and shall reimburse DISTRICT for any and all costs suffered by DISTRICT attributable to the removal of the City Water and Sewer Improvements from the Project and if applicable, the rebidding of the Project.

- d. Include in the CONTRACT, a term providing that MERIDIAN will have the right and authority to work directly with the Contractor to resolve any claims relating in any way to the City Water and Sewer Improvements and that any such claims will be reviewed, approved or denied by MERIDIAN including enforcement of the two (2) year warranty period to be started at the date described in the final acceptance letter from MERIDIAN.
- e. Coordinate with MERIDIAN should any changes be made to DISTRICT's portion of the CONTRACT or work pursuant thereto that does or may impact the City Water and Sewer Improvements.
- f. Make monthly progress payments and the final CONTRACT payment to the Contractor in conformance with the terms of the construction CONTRACT.
- g. Submit to MERIDIAN a copy of each design consultant billing attributable to the City Water and Sewer Improvements if applicable and Contractor progress payment estimate, and the final CONTRACT payment estimate, as such estimates are approved by DISTRICT after obtaining MERIDIAN'S concurrence regarding MERIDIAN'S portion of the CONTRACT, together with an invoice for MERIDIAN'S share of the construction CONTRACT costs earned by and to be paid to the Contractor.
- h. As applicable, provide for the reference and replacement of all pre-existing survey monuments within the Project.
- i. Provide the field survey and grade control necessary for construction of the roadway. Centerline or offsets and stationing shall be established prior to the City staking any sanitary sewer or potable water service lines, water valve boxes, manhole locations, and other City facilities.
- j. At the conclusion of the Project, submit to MERIDIAN written documentation of expenditures with an invoice for payment of all costs and expenses the DISTRICT incurs, in addition to those provided under paragraph 1.g. above, as a result of the additional work attributed to the City Water and Sewer Improvements within the Project Boundaries, including but not limited to, costs or changed conditions, plan errors and omissions, and delays attributable to design and/or installation of the City Water and Sewer Improvements.
- k. Indemnify, save harmless and defend regardless of outcome, MERIDIAN from expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by DISTRICT or DISTRICT'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the City Water and Sewer Improvements. Such indemnification hereunder by DISTRICT shall in no event cause the liability of DISTRICT for any negligent act to exceed the amount of loss, damages, or expenses



of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of MERIDIAN. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VII Section 4, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.

## **2. MERIDIAN SHALL:**

- a. Provide the inspection, field survey and grade control required for the installation of all City Water and Sewer Improvements incorporated into the Project and installed and adjusted under the CONTRACT and provide copies of appropriate tests and construction diaries to the District Project Representative as designated by DISTRICT.
- b. Provide DISTRICT with the special provisions if applicable, and stamped plans, bid quantities and an Engineers Estimate (or pursuant to Paragraph 1.g. pay the DISTRICT the actual cost if the DISTRICT'S design consultant prepares the same) for the City Water and Sewer Improvements to be incorporated into the Project and included in the bid documents for the CONTRACT (all work required for the City Water and Sewer Improvements to be performed in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), the City's Supplemental Specifications to the ISPWC, and the City's Revisions to the Standard Specifications).
- c. Remit to DISTRICT, within thirty-five (35) calendar days after the date of any invoice referenced in paragraph 1.g., all funds for which MERIDIAN is responsible pursuant to the approved progress payment estimate and the final CONTRACT payment estimate.
- d. Remit to DISTRICT, within thirty-five (35) calendar days after the date of invoice referenced in paragraph 1.j., all funds for which MERIDIAN is responsible pursuant to this Agreement.
- e. Reimburse DISTRICT five percent (5%) of MERIDIAN'S construction costs attributable to the City Water and Sewer Improvements as payment toward the additional costs incurred by DISTRICT, including overhead and benefits, and project administration costs which include but are not limited to: public advertisement of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, general construction project oversight, and maintaining construction project files.
- f. Reimburse DISTRICT for mobilization, traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of MERIDIAN'S project costs as they relate to the total project construction costs.



- g. Provide (at City's sole costs) trench compaction testing for the City Water and Sewer Improvements from one-foot (1') above the pipe zone to sub-grade of the roadway section; trench compaction testing shall be provided at the minimum frequency rate of one (1) test per one thousand (1,000) lineal feet, minimum one (1) for every three (3) transverse trenches; provide all re-testing required in any area that does not meet CONTRACT requirements; and provide copies of tests for the area along the alignment of the pipeline to the designated DISTRICT representative.
- h. Be liable for the cost of repairing any trench failure attributable to the City Water and Sewer Improvements within the Project Boundaries, and be liable for and indemnify, defend and hold DISTRICT harmless for any and all costs, claims, and damages resulting from any such trench failure.
- i. Reimburse DISTRICT for any additional costs to DISTRICT over and above costs specifically enumerated herein, where such costs are attributable to the installations, adjustments, relocations and abandonments of the City Water and Sewer Improvements or to the removal of any or all items from the CONTRACT that are associated with the installation of the City Water and Sewer Improvements.
- j. Indemnify, save harmless and defend regardless of outcome, DISTRICT from expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by MERIDIAN or MERIDIAN'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the City Water and Sewer Improvements. Such indemnification hereunder by MERIDIAN shall in no event cause the liability of MERIDIAN for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of DISTRICT. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VII Section 4, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- k. Work directly with the Contractor to resolve any claims relating in any way to the City Water and Sewer Improvements; any and all such claims will be reviewed, approved or denied by MERIDIAN and MERIDIAN shall indemnify, save harmless and defend regardless of outcome, DISTRICT from expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any and all such claims regardless of the outcome of the City's efforts to resolve said claims with the Contractor.

### **3. THE PARTIES HERETO FURTHER AGREE THAT:**

**Interagency Agreement for Roadway Construction and Water and Sewer Construction  
LAKE HAZEL ROAD AND EAGLE ROAD and EAGLE ROAD, LAKE HAZEL ROAD TO AMITY ROAD  
Project Nos. 319050 and 521043**

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. The amount to be reimbursed to DISTRICT by MERIDIAN for MERIDIAN'S portion of the Project shall be based on the actual quantities of work acceptably performed and/or installed, as determined from field measurements made by MERIDIAN, and paid for pursuant to the unit, and or lump sum prices, established in the CONTRACT.
- c. DISTRICT shall obtain MERIDIAN 'S approval prior to commencement of any change order work involving the installations, adjustments, relocations and abandonments of City water or sewer facilities.
- d. Prior to commencement of work by the Contractor, the parties will, together with the Contractor, inspect within the entire Project Boundaries for the purpose of reviewing the Project to locate any unstable areas and to resolve any items of concern or misunderstanding.
- e. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.
- f. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- g. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- h. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- i. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- j. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- k. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- l. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein,

and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.

- m. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- n. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- o. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by DISTRICT and MERIDIAN.
- p. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- q. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- r. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- s. 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 not a party hereto.
- t. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.
- u. Time shall be of the essence for all events and obligations to be performed under this Agreement. Without limiting the foregoing, in the event that MERIDIAN does not timely comply with any of its obligations hereunder, DISTRICT shall have no obligation whatsoever to incorporate, facilitate, and/or complete the City Water and Sewer Improvements, regardless of whether prior approval has been given by DISTRICT to MERIDIAN.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Bruce Wong Director	Alexis Pickering President, Board of Commissioners

**Interagency Agreement for Roadway Construction and Water and Sewer Construction  
LAKE HAZEL ROAD AND EAGLE ROAD and EAGLE ROAD, LAKE HAZEL ROAD TO AMITY ROAD  
Project Nos. 319050 and 521043**

ATTEST:	CITY OF MERIDIAN
By:	By:
Chris Johnson City Clerk	Robert Simison Mayor

STATE OF IDAHO )  
) ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, personally appeared ALEXIS PICKERING and BRUCE WONG, President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said body.

**Interagency Agreement for Roadway Construction and Water and Sewer Construction  
LAKE HAZEL ROAD AND EAGLE ROAD and EAGLE ROAD, LAKE HAZEL ROAD TO AMITY ROAD  
Project Nos. 319050 and 521043**

Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires:

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

Page 10 of 10



## AGENDA ITEM

**ITEM TOPIC:** Declaration of an Emergency and Approval of Emergency purchase for the November 27, 2023 Meridian Road Water Main Break



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

<b>From:</b>	Keith Watts	<b>Meeting Date:</b>	12/12/2023
<b>Presenter:</b>	N/A	<b>Estimated Time:</b>	N/A
<b>Topic:</b>	Declaration of an emergency and Approval of Emergency Purchase for the Meridian Rd. Water Main Break of 11/27/2023.		

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### Recommended Council Action:

Declaration that an emergency existed and Approval of Emergency Purchase of repair work for the November 27, 2023 water main break on Meridian Rd.

### Background:

On November 27, 2023 the City's Water Superintendent notified the Procurement Manager of an emergency on Meridian Road. The water main had burst and was currently causing significant damage to property. The Procurement Manager authorized the Water Superintendent to contact a contractor and move forward with emergency repairs to minimize the risk to property and the City's water supply. Per Idaho Statute 67-2808(a)(iii) the Procurement Division is requesting the City Council declare that an emergency existed.





## AGENDA ITEM

**ITEM TOPIC:** Approval of Purchase Order #24-0163 to MetroQuip for one Vactor 2024 Water Recycler with a Kenworth 2025 Cab & Chassis for the not-to-exceed amount of \$714,220.82



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Darren Brasseur, Procurement Division      **Meeting Date:** December 12, 2023  
**Presenter:** Consent      **Estimated Time:** 0  
**Topic:** Approval of PO #24-0163 to MetroQuip for one Vactor 2024 Water Recycler With a Kenworth 2025 Cab & Chassis for the Not-To-Exceed amount of \$714,220.82

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### Recommended Council Action:

Approval of PO #24-0163 to MetroQuip for one Vactor 2024 Water Recycler With a Kenworth 2025 Cab & Chassis for the Not-To-Exceed amount of \$714,220.82.

### Background:

This purchase order is written against the Sourcewell Cooperative Vactor Contract# 101221-VTR per State Statute 67-2807.



CITY OF MERIDIAN  
33 EAST BROADWAY AVE.  
MERIDIAN, ID 83642  
(208) 888-4433

**Vendor Address:**

METROQUIP, INC.  
1953 E COMMERCIAL ST  
MERIDIAN, ID 83642

**Purchase Order**

12/12/2023

24-0163

**Attention:** Warren Hudson

**Billing Address:** Attn: Finance  
33 E Broadway Ave  
Meridian, ID 83642

**Shipping Address:** City of Meridian Wastewater  
3401 N. Ten Mile  
Meridian, ID 83646

**Shipping Method:** Truck

**FOB:** Destination Pre-Paid

Description	Unit	Quantity	Unit Price	Total
24-0163 Vactor 2024 Water Recycler With Kenworth 2025 Cab & Chassis	Dollar	1.00	714,220.82	714,220.82

Purchase Order Total:

\$714,220.82

**Purchasing**

**Manager:** Keith Watts

**Special Instructions**

Vactor 2024 Water Recycler With Kenworth 2025 Cab & Chassis Per Sourcewell-Vactor Contract# 101221-VTR, MQuip Quote# 2023-54601, Kenworth Quote# QUO-965010-X4M6H8 Not-To-Exceed \$714,220.82 PO Approved By Council 12/12/2023 (60-3520-94100) Ticket# 105856.



City of Meridian WWTP Vactor 2100i Recycler	
2024 2100i PD, 18" Vacuum, Water Recycler, 12 Yrd Debris - See Specs	\$568,614.25
2025 Kenworth T880, 66,000 GVWR, X15 450V, Allison 4500 RDS - See Specs	\$155,665.00
Dealer Costs - Fuel, Pre-Delivery Inspection, Etc.	\$7,000.00
<b>Total</b>	<b>\$731,279.25</b>
Sourcewell Contract#101221-VTR Discount	-\$17,058.43
<b>Grand Total</b>	<b>\$714,220.82</b>

NOVEMBER 7, 2023 PRICING  
VALID FOR 30 DAYS

**List Summary**

Order Qty	Part Number	Description	List Price
1	2112i-18	2100i PD, 18" Vacuum, 12 yrd Debris, Combo	\$309,766.00
1	2018i	Additional Water, 1500 Gal Total	\$5,120.00
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
1	015iSTD	Customer Supplied Chassis Modification Charge	\$0.00
1	010iSTD	Operator Station Curbside Toolbox	\$0.00
1	011iSTD	Aluminum Fenders	\$0.00
1	012iSTD	Mud Flaps	\$0.00
1	014iSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016iSTD	Color Coded Sealed Electrical System	\$0.00
1	019iASTD	Intuitouch Electronic Package	\$0.00
1	020iSTD	Double Acting Hoist Cylinder	\$0.00
1	025iASTD	Handgun Assembly	\$0.00
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030iSTD	Flexible Hose Guide	\$0.00
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045iSTD	Suction Tube Storage	\$0.00
1	046iSTD	1" Nozzle Pipe	\$0.00
1	048iSTD	10' Leader Hose	\$0.00
1	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1009iSTD	Full Rear Door Swinging Screen	\$0.00
1	1016iSTD	Microstrainer Prior to Blower	\$0.00
1	1024iSTD	Debris Body Vacuum Relief System	\$0.00
1	1031iSTD	Debris Deflector Plate	\$0.00
1	1033iSTD	60" Dump Height	\$0.00
1	1041iSTD	Debris Body-Up Message and Alarm	\$0.00
1	1053iSTD	Stainless Steel Water Barrel for Jet Rodder Pump with Water Recycler	\$0.00
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00
1	2022iSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023iSTD	Liquid Float Level Indicator	\$0.00
1	3019iSTD	Digital Water Pressure Gauge	\$0.00
1	4000iSTD	180 deg. Non-Extending Boom	\$0.00
1	4006iSTD	Front Joystick Boom Control	\$0.00
1	4010iSTD	Boom Hose Storage	\$0.00
1	4017iSTD	Boom Out of Position Message and Alarm	\$0.00
1	5011iSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5015iSTD	Midship Handgun Coupling	\$0.00
1	5022iSTD	Side Mounted Water Pump	\$0.00
1	6005iDSTD	Digital Hose Footage Counter	\$0.00
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
1	6009iSTD	Hose Reel Chain Cover	\$0.00
1	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.00
1	6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
1	7003iSTD	Water Pump Hour Meter	\$0.00
1	7004iSTD	PTO Hour Meter	\$0.00

1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007iSTD	Tachometer & Hourmeter/Blower	\$0.00
1	8000iSTD	Circuit Breakers	\$0.00
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002iSTD	Tow Hooks, Front	\$0.00
1	9002iSTD	Tow Hooks, Rear	\$0.00
1	9003iSTD	Electronic Back-Up Alarm	\$0.00
1	S390BSTD	7" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	1003i	Debris Body Washout	\$1,926.00
1	1014i	Centrifugal Separators (Cyclones)	\$6,730.00
1	1015iAB	Folding Pipe Rack, Streetside, 7" Pipe	\$1,337.00
1	1015PBR	Rear Door Pipe Rack Removed	\$0.00
1	1016iASTD	Subframe Mounted, 2-Pipe Rack, 7"	\$0.00
1	1022i	Rear Door Splash Shield	\$1,961.00
1	1023i	Lube Manifold, with Lube Chart	\$2,912.00
1	1026i	Debris Body Vibrator, Electric	\$3,425.00
1	2006i	Air Purge	\$1,649.00
1	3015i	Front Blower Controls	\$1,862.00
1	3017i	Blower High Temp Safety Shutdown	\$664.00
1	3020i	Digital Water Level Indicator	\$858.00
1	3022i	Digital Grey Water Level Indicator	\$2,304.00
1	4018i	180 deg. 10' x 15' Rapid Deployment Boom - PROMO PRICING with Water Recycler Option	\$19,478.00
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,965.00
1	4013i	Rotatable Boom Inlet Hose	\$723.00
1	4021iA	Vacuum Accumulator - Variable Speed	\$5,293.00
1	5008iB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$2,188.00
1	5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$998.00
1	5019i	Chassis Engine Cooling Package	\$4,467.00
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$3,316.00
1	5029i	Cyclone Washout System	\$619.00
1	5029iA	RDB Washout Coupling	\$135.00
1	5030i	Water Recycler	\$130,364.00
1	6003iC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$2,233.00
1	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing	\$4,786.00
1	6004iD	Rodder Hose Pinch Roller	\$1,773.00
1	6008i	Hose Reel Manual Rewind Tool	\$654.00
1	6014iA	2 High Pressure Hose Reels	\$3,581.00
1	6019i	Rodder Pump Drain Valves	\$624.00
1	6019iA	Final Filter and Silencer Ball Valve Drains	\$562.00
1	6031i	Front Hose Reel Tool Storage	\$375.00
1	8001iM	Rear Directional Control, LED Arrowstick	\$2,242.00
1	8001iN	Front Directional Control, LED Arrowstick	\$2,242.00

1	8020iL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$4,102.00
1	8027i	LED Mid-Ship Turn Signals	\$680.00
1	8028i	Worklights (2), LED, Boom	\$1,005.00
1	8029i	Worklights (2), LED, Rear Door	\$816.00
1	8029iA	Worklight, LED, Operators Station	\$748.00
1	8029iB	Worklight, LED, Hose Reel Manhole	\$748.00
1	8029iC	Worklight, LED, Curb Side	\$742.00
1	8029iD	Worklight, LED, Street Side	\$742.00
1	9021iB	Camera System, Front, Rear and Both Sides	\$1,898.00
1	9023iA	Safety Cone Storage Rack - Post Style	\$206.00
1	9023iB	Additional Safety Cone Storage Rack - Drop in Style	\$206.00
1	9070iB	Long Handle Tool Storage	\$439.00
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	i124STD	Vactor 2100i Body Decal, Standard	\$0.00
1	LOGO-LOOSE	Vactor/Guzzler Logos - Shipped Loose	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	Chassis- Mod	Chassis Modifications Charges	\$350.00
1	CUSTOMER	2025 Kenworth T880, X15 450 HP, 4500 RDS, 66,000 GVWR	\$155,665.00
1	8030i	Hose Reel Wrapped for Delivery	\$0.00
1	R38723	Toolbox, Alum, 16W x 36H x 96D w/4 slide out trays (2 per side) w/lighting	\$6,240.00
1	R30989	LATERAL CLEANING KIT - MOUNT UNDER MID SHIP CONTROLS. ELECTRIC POWERED PAY-IN/PAY-OUT, 200' CAPACITY.	\$9,100.00
1	R33813	Debris body hydrant fill with air gap	\$2,269.00
1	R38782	Storage Basket Expanded Metal w/fold down door - Street side only mounted between the tandem and rear bumper.	\$1,395.00
1	R45684	ool Basket, Front bumper Mounted, Street side, only, 16 x 12 x 18 w/LED Side Marker; High pressure hose reel - Front bumper mounted (Curbside Bumper toolbox location)	\$1,496.00
1	VDS-153	Freight Charges	\$4,300.00

Chassis Source - Customer Supplied

Module Paint Match Cab - No

Module Paint Color - Blue

Module Paint Color Code - N4636H

Cab Color - Silver

Cab Color Code - C9339EB

Certified Unit Weights Required? - No

**Chassis Note:** None



CIT TRUCKS - PERU (C251)  
2650 MAY ROAD  
PERU, Illinois 61354

VACTOR MANUFACTURING  
1621 S ILLINOIS ST  
STREATOR, Illinois 61364  
United States of America

Grant Magerkurth  
Cell Phone:  
Office Phone: 815 224-4410  
Email: gmagerkurth@cittrucks.com

Jared Dippel

## Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	POKT450A2023	G.C.W. (lbs):	66000
Description 2:	City of Meridian		
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	85
Commodity:	Excavated earth	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	5
Type:	Vacuum tank	Class D (Off-Road)	0
Length (ft):	23	Maximum Grade:	6
Height (ft):	13.5	Wheelbase (in):	268
Max Laden Weight (lbs):	4000	Overhang (in):	88
Trailer		Fr Axle to BOC (in):	74
No. of Trailer Axles:	0	Cab to Axle (in):	194
Type:		Cab to EOF (in):	282
Length (ft):	0	Overall Comb. Length (in):	404.5
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**





Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Model</b>				
0000810	S	<b>T880 Series Conventional</b>	213,378	<b>15,549</b>
0070060	S	<b>T880</b>	0	<b>0</b>
0072001	O	<b>Chassis operation will include stationary</b> application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	<b>0</b>
0080055	O	<b>CARB Idle Emissions Reduction - Cummins</b>	106	<b>0</b>
0090000	S	<b>Non-Sleeper w/rear axle capacity less than 59K.</b>	0	<b>0</b>
0098412	O	<b>State of Registry: Idaho</b>	0	<b>0</b>
<b>Engine &amp; Equipment</b>				
0130321	O	<b>X15 450V 450@2000 1650@950</b> 2021 with Inte Brake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10.....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown ( N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 64....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume ( N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 120...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	5,245	<b>465</b>
1000046	O	<b>EPA Emissions Warranty Engine</b>	0	<b>0</b>
1000151	S	<b>PremierSpec</b>	0	<b>0</b>

Price Level: January 1, 2022

Deal: POKT450A2023

Printed On: 7/7/2023 10:56:48 AM

Date: July 07, 2023

Quote Number: QUO-965010-X4M6H8

Sales Code	Std/ Opt	Description	\$ List	Weight
1000170	O	Enable engine regeneration in PTO mode Cummins	0	0
1000244	O	Gearing Analysis: Balance power/economy blend results.	0	0
1000256	O	Customer's Typical Operating Spd: 64 MPH	0	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891	O	Eff EIST NA Expiration Miles	0	0
1002080	O	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	196	0
1051200	S	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	0	0
1105220	O	Fan Hub: Horton 2-Speed for X15	5	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	0
1247234	S	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0	0
1290118	O	Tailpipe: 5 in. Single 18 in. 45 degree curved.	-95	0
1321109	O	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 and Later Emissions	73	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0	0
1321305	S	Start Aid:12V Heat *For Fuel Filter	0	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	217	6
1504005	O	Immersion block heater 120V 1500W w/plug under door on C500, T660, T800 & W900.	147	2
1509029	O	Shutoff valves for trailer heat with hoses routed at minimum 3 feet BOC/BOS. Installation includes shutoff valves on a loop of hose routed to 3' BOC/BOS. Trailer heat application not to exceed 12 kW (680 BTU/min) of heat draw from the engine. For applications requiring a significant amount of heat (6-12 kW, Ex: heating a tanker), the engine must be warmed up before opening shutoff valves allowing coolant to flow. A separate coolant heater is recommended for applications requiring more heat.	287	0
1816260	O	Alternator: PACCAR 160 amp, brush type	-53	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1821225	O	<b>Batteries: 2 PACCAR GP31 threaded post (1000)</b> 2000 CCA starting.	-240	-59
1836103	O	<b>PACCAR Premium 12V Starter W/ Cummins X15 Engines</b> PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system with circuit protection circuits number & color coded.	123	0
1840065	S	<b>12V low voltage disconnect for starter battery</b> protection.	0	0
1901017	S	<b>Remote PTO/Throttle, 12-Pin, Engine Bay</b> Remote Control Provision	0	0
1901078	O	<b>J1939 Harness Extension Under Hood at Firewall</b> Driver Side	134	0
<b>Transmission &amp; Clutch</b>				
2016627	O	<b>Transmission: Allison 4500RDS 6-speed, With PTO</b> drive gear. No Retarder. 6th Generation controls. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	25,321	478
2349099	U	<b>ACTL S/C:2349006: JACKSHAFT INS</b> <i>Narr ACTL S/C:2349006: JACKSHAFT INS</i>	3,263	0
2405899	U	<b>ACTL S/C:2405815: 3 1810 W/1 CB</b>	1,703	0
2410018	O	<b>Torque converter included w/Allison</b> Transmission.	0	0
2410151	O	<b>Pushbutton control center console mounted.</b> Class 8 with Allison Transmission.	0	0
2410204	O	<b>Allison Fuel Sense: Delete</b>	0	0
2410433	U	<b>ALLISON GEN 5 RDS PACKAGE 172</b> <i>Narr ALLISON GEN 5 RDS PACKAGE 172 REQUIRED FOR BODY INSTALL</i>	0	0
2410999	U	<b>ACTL S/C:2410072: NO AUTO NEUTL</b>	0	0
2429378	O	<b>Customer installed transmission PTO in the LH</b> Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460068	U	<b>OPT LOC TRANS OIL COOLER FOR BODY</b> <i>Narr OPT LOC TRANS OIL COOLER FOR BODY REQUIRED FOR BODY INSTALL</i>	608	0
2495023	O	<b>Two steel centerbearing crossmembers installed</b> with heavy-duty aluminum gussets replacing standard.	364	70
<b>Front Axle &amp; Equipment</b>				
2506181	O	<b>Dana Spicer D2000 Front Axle rated 20K</b> standard track.	371	-27
2621078	O	<b>Front Brakes: 22K Bendix ES S-cam 16.5x6 in.</b>	-494	-46
2690013	O	<b>Front Brake Drum: 20,000 lbs. Meritor X30</b> light weight 16-1/2x6 in.	16	42

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Quote Number: QUO-965010-X4M6H8

Sales Code	Std/ Opt	Description	\$ List	Weight
2701319	S	<b>Front Hubs Aluminum hub pilot 20,000 lbs.</b> 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	0	0
2741970	S	<b>ConMet PreSet Plus Hub package; front axle.</b>	0	0
2750001	S	<b>Hubcap: front vented.</b>	0	0
2765001	O	<b>Front Auto Slack Adjuster.</b>	0	0
2866020	S	<b>Front Springs: Taperleaf 20K w/ shock absorbers</b> w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0	0
2893642	O	<b>Dual power steering gear: 16-22K TRW THP60</b> Not for use on T3.	60	54
2899336	S	<b>Power Steering Cooler:Radiator Mounted Air-to-Oil</b>	0	0
2900024	O	<b>Front Frame Raised: 1 in.</b>	48	0
<b>Rear Axle &amp; Equipment</b>				
3144183	O	<b>Dual Dana Spicer D46-172HP rear axle rated at</b> 46K. w/ 16mm housing and 2.06in. shaft diameter. Includes pump. Tandem rear axles.	1,163	-156
3200430	O	<b>Rear Axle Ratio - 4.30.</b>	0	0
3334004	S	<b>Dual Rear Brakes 16-1/2x7 in. to 46K;</b> Bendix ES-extended service S-cam.	0	0
3392005	S	<b>Dual Rear Brake Drums: cast.</b> For use with 16.5X7" or 16.5X8.625" brake.	0	0
3407050	S	<b>Dual Rear Hubs: Aluminum hub pilot 46K;</b> 11.25" bolt circle. Requires "R" series outer ends.	0	0
3441972	S	<b>ConMet PreSet Plus Hub package; dual rear axle.</b>	0	0
3465002	S	<b>Dual Rear axle automatic slack adjusters.</b> For use with drum brakes.	0	0
3485207	S	<b>Spring Brake: 3030 long stroke dual 30 square</b> inches travel. Helps keep brakes in adjustment longer.	0	0
3495226	O	<b>Bendix 4S/4M anti-lock brake system.</b>	-3,677	0
3500037	O	<b>Interaxle driveline:1 Dana 1710 Series</b> Tandem Rear Axels Only.	-199	-12
3747460	O	<b>Rear suspension: Tandem Hendrickson RT463 46K.</b> 54 in. axle spacing. Steel beams & barpin bushing. 6 in. saddle height. Unladen Height: 11.1 in. Laden Height: 10 in.	-51	689
3830145	O	<b>Delete standard heavy-duty air springs for rear</b> suspension.	-37	-28
<b>Tires &amp; Wheels</b>				
4038676	S	<b>Front tires: Goodyear Armormax MSA 425/65R22.5</b>	-9	-8

Sales Code	Std/ Opt	Description	\$ List	Weight
		20PR.44.4 in. diameter 20.6 in. SLR. all position. On/Off highway. Wide-base tire.		
4277487	O	<b>Rear tires: Bridgestone M799 11R22.5 16PR.</b> 42 in. diameter, drive. 19.5 in. SLR. Code is priced per pair of tires.	1,016	80
4900008	O	<b>Rear Tire Quantity: 8</b>	0	0
5045216	O	<b>Front Wheel: Alcoa 82362 22.5x12.25 aluminum,</b> with LM One [TM] finish High Polish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.	-102	-10
5243550	O	<b>Rear Wheel: Alcoa ULA18 22.5x8.25 MagnaForce</b> aluminum alloy, hub-pilot mount. 7400lb maximum rating. Air Disc Brake compatible. High polish.	1,584	-316
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0	0

### Frame & Equipment

6054600	O	<b>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to</b> 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	466	393
6141600	O	<b>Full Steel Insert: for 10-5/8 in. or 10-3/4 in.</b> Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in.-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	2,681	773
6309910	U	<b>Delete bumper: Requires a bumper setting code.</b>	-408	0
6319485	S	<b>48.5 in. Bumper setting. Requires a bumper code.</b>	0	0
6391201	O	<b>Custom Frame Layout: one chassis</b> CFL A/D: SAME AS PREV 449043 CFL BBX: LOCATE AS CLOSE AS POSSIBLE TO DPF/SCR CFL A/T: 2 AIR TANKS UNDER BBOX SAME AS PREV 449043 CFL C/M: SAME AS PREV 449043	1,380	0
6400636	O	<b>Battery box cantilever aluminum BOC with</b> fiberglass cover.	171	8
6409902	O	<b>Battery box location: RH Side.</b>	116	15
6451090	S	<b>T470,C5, T6, T8 non-polished DPF/SCR or CNG cover</b> diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
6679806	O	<b>Do not drive: Bumper is deleted. Unit may be</b> decked. Transporter review delivery options. Requires code 6309910 or 6309912.	0	0
6679911	O	<b>Component Restriction: Do Not Drive- Unit may be</b> decked.	0	0
6721102	S	<b>Rear mudflap arms: Betts B-25 standard-duty,</b> straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	<b>Rear mudflap shields: White plastic antisail w/</b> Kenworth logo.	0	0
6742009	S	<b>Square end-of-frame w/o crossmember; non-towing.</b>	0	0
6790003	O	<b>Special frame drill: dealer to provide drawing</b> with dimensions and revision level. Acceptable hole diameters range from 10.2 mm to 40.4 mm. Preferred file format is .pdf. Not for use for rear suspension, fifth wheel or other published frame drilling code. Does not replace clear frame space requests or custom frame layout. <i>Narr 504400N REVC, SAME AS PREV 449043</i>	1,797	0

### Fuel Tanks & Equip

7210090	O	<b>Fuel Tank: 90 US gallon 24.5in. aluminum under</b> replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	140	-4
7722153	S	<b>Small round DEF tank, 14 gallons.</b> The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7831008	O	<b>6 in. wide lower fuel tank step, for one 22 in.</b> or 24.5 in. tank LH.	63	2
7840015	O	<b>Polish only one aluminum tank.</b>	477	0
7840038	O	<b>Polished cover for 1 DEF tank any size.</b>	352	3
7881300	O	<b>Welded-in fitting w/ gasket &amp; cover plate for</b> mounting customer-installed fuel tank heater.	52	0
7881310	O	<b>Plate and gasket moved to rear of under cab fuel</b> tank. For customer installed fuel tank heaters only.	55	0
7889061	O	<b>Polished stainless steel tank straps for 1 tank.</b>	87	0
7889203	S	<b>DEF to fuel fill ratio 2:1 or greater.</b>	0	0
7889245	S	<b>Anti-siphon device in fuel tank filler neck.</b> For any number of fuel tanks.	0	0
7889604	S	<b>DEF tank location is LH.</b>	0	0
7920090	O	<b>Location: 90 gal fuel tank LH under cab</b>	0	0

### Cab & Equipment

Sales Code	Std/ Opt	Description	\$ List	Weight
8025301	S	<b>Cab: Stamped aluminum cab with panoramic curved</b> glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	0
8090604	O	<b>Hood: T880 Standard Length With Mechanically</b> Fastened Fenders. 122.6 inch BBC.	345	15
8098212	O	<b>Bright Engine Air Intake</b> Chrome Trimmed Engine Air Intake on Both Sides of Hood	105	0
8108011	S	<b>Cab HVAC - Day Cab and 40in Sleeper</b> System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	S	<b>Kenworth Smartwheel: 18 in. Non-Leather With</b> Integrated Radio and Cruise Controls.	0	0
8201051	O	<b>Column Mtd Retarder Control, RH Side</b> Use with Manual & Allison Transmissions Only.	0	0
8201200	S	<b>Adjustable telescoping tilt steering column.</b>	0	0
8205202	U	<b>PTO WIRING W/O DASH SW</b>	30	0
8209999	O	<b>Spare Power Wiring For Customer Installed Devices</b> Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	93	2
8222404	S	<b>Gauge: DD Virtual Gauge - Oil Temp Engine</b>	0	0
8222413	S	<b>Gauge: DD Virtual Gauge - Manifold</b> Pressure Boost	0	0
8222414	S	<b>Gauge: DD Virtual Gauge - Engine Percent</b> Torque	0	0
8282027	S	<b>Main Instrument Package: 15" Digital Display.</b> Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	0
8282107	O	<b>Large flat panel on rider side dash for</b> customer-installed controls. Reduces gauge count by 6.	45	0
8282120	O	<b>USB Charging Port - Dash Panel</b> *Requires 15" Digital Display 8282027/8282028	0	0
8300008	S	<b>Interior color: Slate Gray</b>	0	0
8330102	S	<b>Interior package: Vantage daycab</b> Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.		
8390634	S	<b>Rubber floormat</b>	0	0
8410278	O	<b>Driver Seat: GT702 HB with DuraCloth w/ Vinyl</b> material. The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	291	10
8460278	O	<b>Rider Seat: GT702 HB with DuraCloth w/ Vinyl</b> material. The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. RD seat standard w/ LH armrest.	567	44
8490181	S	<b>Seat Color: Black</b>	0	0
8601432	O	<b>Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth</b>	37	0
8698974	S	<b>Base Level Audio System - Daycab:High Performance</b> Door Speakers.	0	0
8700196	O	<b>Turn Signal: Self-Cancelling</b>	17	0
8700283	S	<b>LH and RH Trip Ledge Rain Deflectors</b>	0	0
8700406	O	<b>Stainless steel permit panel on cab, driver side</b> only	108	0
8700634	O	<b>Provision For Ram Side Of Dash</b> Allows To Maintain 12 Gauges	50	0
8700663	S	<b>Kenworth TruckTech+</b> The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	0	0
8800372	O	<b>Grabhandle: LH, Exterior, Side of Cab - Ergonomic</b> Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	148	3
8800402	S	<b>Dual Cab Interior Grabhandles: A Pillar Mounted</b> Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	<b>Kenworth Daylite Door with standard LH/RH</b>	0	0

Price Level: January 1, 2022

Deal: POKT450A2023

Printed On: 7/7/2023 10:56:48 AM

Date: July 07, 2023

Quote Number: QUO-965010-X4M6H8



<b>Sales Code</b>	<b>Std/ Opt</b>	<b>Description</b>	<b>\$ List</b>	<b>Weight</b>
		electric door locks and LH/RH electric window controls.		
8841411	S	<b>Single air horn under cab.</b>	0	0
8850139	S	<b>Look-Down, Pass. Door, Black 11x6</b>	0	0
8865003	O	<b>Aero Mirror: Dual Kenworth Chrome Aero. Motorized</b> Heated Mirrors, 7in X 13in With Chrome Mirror Shell and Black Mirror Arms. Also Includes LH/RH Heated 6in X 7in Convex Mirrors. Mirror Brackets Set For 8-1/2 ft Load Width. Mirror Controls Located On Driver Side Door Pad.	354	0
8871447	O	<b>Rear cab stationary window with dark tint</b> 19in x 36in.	45	0
8890101	S	<b>One-piece bonded-in windshield with curved glass.</b> Standard.	0	0
8890135	S	<b>Exterior stainless steel sunvisor.</b>	906	19
8890348	O	<b>Wheelwell Fender Extension: 4.5 inches</b>	19	1
8890876	S	<b>Kenworth Cab/Sleeper Air Suspension.</b>	0	0
<b>Lights &amp; Instruments</b>				
9010553	S	<b>Headlamps: SAE Dual Halogen Complex Reflector</b>	0	0
9022137	S	<b>Marker Lights: Five, rectangular, LED</b>	0	0
9030016	S	<b>Turn Signal Lights: Flush mounted LED. Mounted at</b> top of fender wheel arc.	0	0
9030052	S	<b>LED Stop,Turn,Tail: With Two LED</b> Backup Lights and With An LED License Plate.	0	0
9090000	O	<b>Daytime Running Lamps.</b>	180	0
9090039	S	<b>Marker Lights: Interrupter Switch.</b> Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090049	S	<b>Omit Brake Light with Engine Brake.</b> Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090115	O	<b>Reflectors: Two Midframe</b>	23	0
9090126	O	<b>Electric Backup Alarm: Meets SAE J994 &amp; OSHA</b> requirements.	167	4
9090302	O	<b>Junction Box: Mounted Behind Cab or Sleeper</b> Not Mounted at End of Frame.	157	1
9090849	O	<b>Polyswitches replacing fuses. Switch will</b> automatically reset after removal of excess load.	49	0
<b>Air Equipment</b>				
9101218	S	<b>Air Dryer: Bendix AD-HF Puraguard Heated</b>	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
9108001	S	Moisture ejection valve w/ pull cable drain.	0	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
9140248	O	Locate air dryer under LH rail BOC This code requires the use of a custom frame layout code.	0	0
<b>Extended Warranty</b>				
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0	0
9212611	O	24 Month TruckTech+ Subscription for Cummins Engines	0	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0	0
<b>Miscellaneous</b>				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
9491659	S	VMUX Architecture	0	0
<b>Promotions</b>				
<b>Paint</b>				
9700000	O	Paint color number(s).  N9702 A - C9339 BRT SILVER SPARKLE N9720 FRAME N0001 BLACK	0	0
9943004	O	Bumper Unpainted	0	0
9943052	O	Day Cab Pearl Metallic Paint	817	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

## Order Comments

Total Weight

18,062

## Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*



**Shipping Destinations**

**Intermediate Destination:**

Final Destinations	Quantity
--------------------	----------

**City Of Meridian**  
 Detailed Statement of Revenues and Expenditures - Detailed Statement of Rev and Exp Report - DB  
**60 - Enterprise Fund**  
**3520 - WW Collection Lines**  
 From 10/1/2023 Through 9/30/2024

	Budget with Amendments	Current Year Actual	Budget Remaining	Percent of Budget Remaining
Capital Outlay				
94100 Capital - Vehicles	650,000.04	0.00	650,000.04	100.00%
Total Capital Outlay	650,000.04	0.00	650,000.04	100.00%
TOTAL EXPENDITURES	650,000.04	0.00	650,000.04	100.00%



# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

## TITLE 67

### STATE GOVERNMENT AND STATE AFFAIRS

#### CHAPTER 28

##### PURCHASING BY POLITICAL SUBDIVISIONS

67-2807. COOPERATIVE PURCHASING. With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter.

History:

[67-2807, added 2019, ch. 67, sec. 2, p. 161.]

How current is this law?



## AGENDA ITEM

**ITEM TOPIC:** Approval of Purchase Order for the Not-to-Exceed amount of \$480,558.60 to Kellermeyer Bergensons Services, LLC (KBS) for City Facility Janitorial Services



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Keith Watts, Procurement Division      **Meeting Date:** 12/12/2023  
**Presenter:** N/A      **Estimated Time:** 0.00  
**Topic:** Approval of Purchase Order (PO) for the Not-to-Exceed amount of \$480,558.60 to KBS for City Facility Janitorial Services.

---

### Recommended Council Action:

Approve and authorize Procurement Manager to sign PO# 24-0109 for FY24 Janitorial Services at City Facilities.

### Background:

This PO is associated with the executed Contract Amendment No.1 dated 11/30/2023 in the amount of \$16,250.76, which increased FY24 services total amount to \$480,558.60.





## CITY OF MERIDIAN

Purchasing Department  
33 E BROADWAY AVE, STE 106  
MERIDIAN, ID 83642  
TEL: (208) 489-0417  
FAX: (208) 887-4813

SHIP TO  
**CITY OF MERIDIAN**  
Public Works

### Purchase Requisition

DATE OF  
REQUEST

11/6/2023

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING  
SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER

AVAILABLE BUDGET AMOUNT

IS BUDGET AMENDMENT REQUIRED?

No

CITY SUPPORT TICKET NO.

\$480,558.71

SUGGESTED  
VENDOR

Kellermeyer Bergensons Services, LLC  
3605 Ocean Ranch Blvd. Ste 200  
Oceanside, CA 92056

PROJECT MANAGER

Max Jensen

PAYMENT TERMS

NET 30

FREIGHT TERMS

PREPAID

F.O.B.

DESTINATION

REQUESTOR

Max Jensen

PROJECT NAME: FY2024 City-wide Janitorial Services

Description of Purchase	Quantity and Pricing			ACCOUNTING CODES				TOTAL AMOUNT
PART NUMBER / DESCRIPTION / COMMITMENT NAME / TASK ORDER / CONTRACT / PROJECT DESCRIPTION	QTY	UNIT	UNIT PRICE	FUND	DEPT CODE	EXPENSE OR GL ACCOUNT #	PROJECT / COMMITMENT #	
								\$ -
City Hall	1	Annual	\$ 159,875.21	1	1850	52016		\$ 159,875.21
Police Admin	1	Annual	\$ 80,990.82	1	2110	52016		\$ 80,990.82
Police K9	1	Annual	\$ 2,583.36	1	2110	52016		\$ 2,583.36
Police PSTC	1	Annual	\$ 31,733.10	1	2170	52016		\$ 31,733.10
Police Scenario Village	1	Annual	\$ 4,595.40	1	2170	52016		\$ 4,595.40
Water Admin	1	Annual	\$ 8,843.04	60	3400	52016		\$ 8,843.04
Wastewater Admin Building	1	Annual	\$ 19,300.68	60	3500	52016		\$ 19,300.68
Wastewater Controls Building	1	Annual	\$ 10,855.08	60	3500	52016		\$ 10,855.08
Wastewater Lab	1	Annual	\$ 6,632.28	60	3500	52016		\$ 6,632.28

NOTES: Council Approval Date: \_\_\_\_\_

\$325,408.97

  
AUTHORIZED DEPARTMENT SIGNATURE





# CITY OF MERIDIAN

Purchasing Department  
33 E BROADWAY AVE, STE 106  
MERIDIAN, ID 83642  
TEL: (208) 489-0417  
FAX: (208) 887-4813

**SHIP TO**  
**CITY OF MERIDIAN**  
Public Works

## Purchase Requisition

DATE OF  
REQUEST

11/6/2023

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING  
SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER

AVAILABLE BUDGET AMOUNT

See PO Req 1 for total of PO

IS BUDGET AMENDMENT REQUIRED?

No

CITY SUPPORT TICKET NO.

SUGGESTED  
VENDOR

Kellermeyer Bergensons Services, LLC  
3605 Ocean Ranch Blvd. Ste 200  
Oceanside, CA 92056

PROJECT MANAGER

Max Jensen

PAYMENT TERMS

NET 30

FREIGHT TERMS

PREPAID

F.O.B.

DESTINATION

REQUESTOR

Max Jensen

PROJECT NAME: FY2024 City-wide Janitorial Services

Description of Purchase	Quantity and Pricing			ACCOUNTING CODES				TOTAL AMOUNT
PART NUMBER / DESCRIPTION / COMMITMENT NAME / TASK ORDER / CONTRACT / PROJECT DESCRIPTION	QTY	UNIT	UNIT PRICE	FUND	DEPT CODE	EXPENSE OR GL ACCOUNT #	PROJECT / COMMITMENT #	
Parks and Rec Maintenance	1	Annual	\$ 4,620.24	1	5210	52016		\$ 4,620.24
Homecourt	1	Annual	\$ 116,412.66	1	5130	52016		\$ 116,412.66
Community Center	1	Annual	\$ 11,314.62	1	5120	52016		\$ 11,314.62
Fire Sta 1	1	Annual	\$ 751.50	1	2210	52016		\$ 751.50
Fire Sta 2	1	Annual	\$ 720.14	1	2210	52016		\$ 720.14
Fire Sta 3	1	Annual	\$ 720.14	1	2210	52016		\$ 720.14
Fire Sta 4	1	Annual	\$ 720.14	1	2210	52016		\$ 720.14
Fire Sta 5	1	Annual	\$ 720.14	1	2210	52016		\$ 720.14
Fire Sta 6	1	Annual	\$ 751.50	1	2210	52016		\$ 751.50
Fire Safety Center	1	Annual	\$ 720.14	1	2210	52016		\$ 720.14
Meridian Community Pool	1	Annual	\$ 17,698.50	1	5400	52016		\$ 17,698.50

NOTES: Council Approval Date: \_\_\_\_\_

\$155,149.74

  
AUTHORIZED DEPARTMENT SIGNATURE




**CITY OF MERIDIAN**  
CONTRACT AMENDMENT No 1

**KELLERMEYER BERGENSONS SERVICES, LLC**  
For  
**JANITORIAL SERVICES**

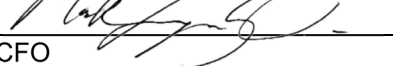
<b>CONTRACTOR NAME:</b> Kellermeyer Bergensons Services, LLC	<b>DEPARTMENT NAME:</b> Public Works Building Maintenance
<b>ADDRESS:</b> 3605 Ocean Ranch Blvd. Ste 200 Oceanside, CA 92056	
<b><u>CURRENT CONTRACT INFORMATION:</u></b>  Amendment Date: 11/7/2023  Contract No.: <u>10150.C</u>  Current Contract Dates: <b>START:</b> <u>10-1-2022</u> <b>COMPLETION:</b> <u>9-30-2023</u>  Current Contract Amount ( <i>Inclusive of Previous Amendments to Date</i> ): <u>\$464,307.84</u>	
<b>DESCRIPTION OF REASON FOR AMENDMENT: (<i>Attach all relevant documentation detailing amendment</i>):</b> Negotiated 3.5% increase in service fee for FY24.	
<b><u>NEW CONTRACT INFORMATION:</u></b>  Amendment Date: <b>11-8-2023</b>  New Contract Dates: <b>START:</b> <u>10-1-2023</u> <b>COMPLETION:</b> <u>9-30-2024</u>  Amount of Amendment Change \$ <u>16,250.76</u>  Current Contract Amount ( <i>Inclusive of Previous Amendments to Date</i> ): <u>\$480,558.60</u>	
<b>ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND PREVIOUS AMENDMENTS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</b>	

**CITY OF MERIDIAN**

BY:   
Keith Watts, Procurement Manager

Dated: 11/30/2023

**KBS**

BY:   
Mark Lymbery CFO

Dated: 11/16/23

<b>LOCATION</b>	<b>PREVIOUS MONTHLY COST</b>	<b>FY24 MONTHLY COST</b>	<b>FY24 ANNUAL COST</b>
<b>City Hall Complex</b>	\$ 12,872.40	\$13,322.93	\$ 159,875.16
<b>Police Station Admin Building</b>	\$6,521.00	\$6,749.24	\$ 80,990.88
<b>Police Station - K-9 Building</b>	\$ 208.00	\$215.25	\$ 2,583.00
<b>Police Station Public Safety Training Center (PSTC)</b>	\$ 2,555.00	\$2,644.43	\$ 31,733.16
<b>Police Station Scenario Village</b>	\$ 370.00	\$382.95	\$ 4,595.40
<b>Water Administration</b>	\$ 712.00	\$736.92	\$ 8,843.04
<b>Wastewater Resource Recovery Facility – Admin Building</b>	\$ 1,554.00	\$1,608.39	\$ 19,300.68
<b>Wastewater Resource Recovery Facility Controls Building</b>	\$ 874.00	\$904.59	\$ 10,855.08
<b>Wastewater Resource Recovery Facility Lab Building (only area specified)</b>	\$ 534.00	\$552.69	\$6,632.28
<b>Parks and Recreation Maintenance Building</b>	\$ 372.00	\$385.02	\$ 4,620.24
<b>Parks and Recreation Homecourt</b>	\$ 9,373.00	\$9,701.06	\$ 116,412.72

<b>Community Center</b>	\$ 911.00	942.89	\$ 11,314.68
<b>Fire Station 1</b>	\$ 60.51	\$62.63	\$ 751.56
<b>Fire Station 2</b>	\$ 57.98	\$60.01	\$ 720.12
<b>Fire Station 3</b>	\$ 57.98	\$60.01	\$ 720.12
<b>Fire Station 4</b>	\$ 57.98	\$60.01	\$ 720.12
<b>Fire Station 5</b>	\$ 57.98	\$60.01	\$ 720.12
<b>Fire Station 6</b>	\$ 60.51	\$62.63	\$ 751.56
<b>Fire Safety Center</b>	\$ 57.98	\$60.01	\$ 720.12
<b>Meridian Pool</b>	\$ 1,425.00	\$1,474.88	\$ 17,698.56

## FY24 KBS Rate Schedule

FY23

	ORIGINAL MONTHLY AMOUNT	ORIGINAL YEARLY AMOUNT	
	\$12,872.40	\$154,468.80	\$13,322.93
	\$6,521.00	\$78,252.00	\$6,749.24
	\$208.00	\$2,496.00	\$215.28
	\$2,555.00	\$30,660.00	\$2,644.43
	\$370.00	\$4,440.00	\$382.95
	\$712.00	\$8,544.00	\$736.92
	\$1,554.00	\$18,648.00	\$1,608.39
	\$874.00	\$10,488.00	\$904.59
	\$534.00	\$6,408.00	\$552.69
	\$372.00	\$4,464.00	\$385.02
	\$9,373.00	\$112,476.00	\$9,701.06
	\$911.00	\$10,932.00	\$942.89
	\$60.51	\$726.12	\$62.63
	\$57.98	\$695.76	\$60.01
	\$57.98	\$695.76	\$60.01
	\$57.98	\$695.76	\$60.01
	\$57.98	\$695.76	\$60.01
	\$60.51	\$726.12	\$62.63
	\$57.98	\$695.76	\$60.01
	\$1,425.00	\$17,100.00	<u>\$1,474.88</u>
TOTAL	\$38,692.32	\$464,307.84	\$40,046.55

FY24

\$13,322.93	\$159,875.16
\$6,749.24	\$80,990.88
\$215.25	\$2,583.00
\$2,644.43	\$31,733.16
\$382.95	\$4,595.40
\$736.92	\$8,843.04
\$1,608.39	\$19,300.68
\$904.59	\$10,855.08

	\$552.69	\$6,632.28
	\$385.02	\$4,620.24
	\$9,701.06	\$116,412.72
	\$942.89	\$11,314.68
	\$62.63	\$751.56
	\$60.01	\$720.12
	\$60.01	\$720.12
	\$60.01	\$720.12
	\$60.01	\$720.12
	\$62.63	\$751.56
	\$60.01	\$720.12
	<u>\$1,474.88</u>	<u>\$17,698.56</u>
TOTAL	\$40,046.55	\$480,558.60



## AGENDA ITEM

**ITEM TOPIC:** Approval of Product Sale Agreement with Trace3 for Nutanix Software Subscription and Support and authorize the Procurement Manager to execute the agreement and sign the PO for the Not-to-Exceed amount of \$347,634.80





# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Sandra Ramirez, Buyer; Procurement Div.      **Meeting Date:** 12/12/2023  
**Presenter:** Consent / Dave Tiede; IT Dept.      **Estimated Time:** 0.00  
**Topic:** Approval of Product Sale Agreement with Trace3 for Nutanix Software Subscription for the Not-to-Exceed amount of \$347,634.80.

---

### Recommended Council Action:

Approval of Sale Agreement and authorize the Procurement Manager to execute Agreement and sign the Purchase Order (PO) for the Not-to-Exceed amount of \$347,634.80.

### Background:

This Sale Agreement is part of a Cooperative Agreement (GSA Schedule Number: 47QSWA18D008F) for Software purchase and support. All parties agree to the GSA terms and conditions as well as Trace3 terms.



## CITY OF MERIDIAN

Purchasing Department  
33 EAST BROADWAY AVENUE  
MERIDIAN, ID 83642  
TEL: (208) 489-0417  
FAX: (208) 887-4813

SHIP TO  
CITY OF MERIDIAN

IT Department  
33 E. Broadway Ave. #304  
Meridian, ID 83642

## Purchase Requisition

DATE OF  
REQUEST

11/29/2023

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING  
SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER

AVAILABLE BUDGET AMOUNT

**\$399,999.96**

IS BUDGET AMENDMENT REQUIRED?

**No**

CITY SUPPORT TICKET NO.

SUGGESTED  
VENDOR

Trace 3  
7505 Irvine Center Drive, Suite 100  
Irvine, CA 92618

PROJECT MANAGER		PAYMENT TERMS	FREIGHT TERMS	F.O.B.	REQUESTOR
Dave Tiede		NET 30	PREPAID	DESTINATION	Jen Robbins

PROJECT NAME: Nutanix Replacement of Existing Nodes Plus 1 Year Support

Description of Purchase		Quantity and Pricing			ACCOUNTING CODES				TOTAL AMOUNT
PART NUMBER / DESCRIPTION / COMMITMENT NAME / TASK ORDER / CONTRACT / PROJECT DESCRIPTION		QTY	UNIT	UNIT PRICE	FUND	DEPT CODE	EXPENSE OR GL ACCOUNT #	PROJECT / COMMITMENT #	
SW-NCI-D-PRO-PR	Subscription Nutanix Cloud Infrastructure Data (NCI-D) Pro Software License & Production Software Support Service 1 Year	256	Each	\$ 287.00	01	1510	94350	0	\$73,472.00
NX-8155-G9-6444Y-CM	NX-8155 Gen 9 Node with 64GB Memory, 15.36 TV NVMe SSD, No SSD as part of sys conf, LOM Module and Mellanox 100/40/25GbE, 2 port, NIC; no transceiver	8	Each	\$ 35,400.85	01	1510	94350	0	\$283,206.80
S-HW-PRD	24/7 Production Level HW Support for Nutanix Appliance	8	Each	\$ 957.00	01	1510	94350	0	\$7,656.00
Shipping	Shipping Charges	1	Each	\$ 2,800.00	01	1510	94350	0	\$2,800.00
T3- DISCOUNT	Trace3 Special One-Time Discount (Includes Pro-rated Credit for Renewal of Existing Equipment)	1	Each	(\$19,500.00)	01	1510	94350	0	-\$19,500.00

NOTES: Council Approval Date: \_\_\_\_\_

**\$347,634.80**

Nutanix 8XNX-8155 Gen 9 Nodes QTY 8 each with 2X16C 3.6 Ghz 6444Y Procs, 786GB Memory & Pro Software  
Support **GSA Schedule Number: 47QSWA18D008F**

AUTHORIZED DEPARTMENT SIGNATURE

*Dave Tiede*

**City Of Meridian**  
Statement of Revenues and Expenditures - Rev and Exp Report - Sandra  
**01 - General Fund**  
**1510 - Information Technology**  
From 10/1/2023 Through 9/30/2024

		<u>Budget with Amendments</u>	<u>Current Year Actual</u>	<u>Budget Remaining</u>
	Capital Outlay			
94350	Capital - Computers & Printers	399,999.96	0.00	399,999.96
	Total Capital Outlay	<u>399,999.96</u>	<u>0.00</u>	<u>399,999.96</u>
	DEPT EXPENDITURES	<u>399,999.96</u>	<u>0.00</u>	<u>399,999.96</u>
	TOTAL EXPENDITURES	<u>399,999.96</u>	<u>0.00</u>	<u>399,999.96</u>



**City of Meridian Nutanix Refresh Nutanix 8XNX-8155's Gen9 Nodes each with 2X16C 3.6Ghz Intel 6444Y Procs, 786GB Memory, 8X15TB NVMe Drives, Dual Port 100/40/25G Network Card, NCI-D Pro Software, 1 YR**

[Quote # Trace3.099373.v1](#)

Prepared for:

**City of Meridian**

[Eli Daniel](#)

Nutanix 8XNX-8155's Gen9 Nodes each with 2X16C 3.6Ghz Intel 6444Y Procs, 786GB Memory, 8X15TB NVMe Drives, Dual Port 100/40/25G Network Card, NCI-D Pro Software, 1 Year Support - GSA Schedule Number: 47QSWA18D008F

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	128	SW-NCI-D-PRO-PR	Subscription, Nutanix Cloud Infrastructure Data (NCI-D) Pro Software License & Production Software Support Service for 1 CPU Core, 1 Year	\$287.00	\$36,736.00
2	12	Term-Months	Term in months	\$0.00	\$0.00
3	4	NX-8155-G9-6444Y-CM	NX-8155-G9, 1 Node; 2x Intel Xeon-Gold 6444Y processor (3.6 GHz/ 16-core/ 270W, Sapphire Rapids) per node. Also Includes: C-TPM-2.0-U-CM	\$35,400.85	\$141,603.40
4	64	C-MEM-64GB-4800-CM	64GB Memory Module (4800MHz DDR5 RDM)	\$0.00	\$0.00
5	32	C-NVM-15.36TB-A-CM	15.36 TB NVMe SSD	\$0.00	\$0.00
6	4	C-SSD-NONE-CM	No SSD as part of the system configuration	\$0.00	\$0.00
7	4	C-LOM-10G2D1BT-CM	LOM Module: Broadcom 10GbE, 2-port, Base-T NIC (BCM 57416)	\$0.00	\$0.00
8	4	C-NIC-100G2A2-CM	Mellanox 100/40/25GbE, 2-port, NIC (CX6 100GbE);transceiver not included	\$0.00	\$0.00
9	8	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord	\$0.00	\$0.00
10	4	S-HW-PRD	24/7 Production Level HW Support for Nutanix appliance - For Tier 5 product	\$957.00	\$3,828.00
11	12	Support-Term	Support Term in Months	\$0.00	\$0.00
12	4	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned	\$0.00	\$0.00
13	128	SW-NCI-D-PRO-PR	Subscription, Nutanix Cloud Infrastructure Data (NCI-D) Pro Software License & Production Software Support Service for 1 CPU Core, 1 Year	\$287.00	\$36,736.00
14	12	Term-Months	Term in months	\$0.00	\$0.00

Nutanix 8XNX-8155's Gen9 Nodes each with 2X16C 3.6Ghz Intel 6444Y Procs, 786GB Memory, 8X15TB NVMe Drives, Dual Port 100/40/25G Network Card, NCI-D Pro Software, 1 Year Support - GSA Schedule Number: 47QSWA18D008F

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
15	4	NX-8155-G9-6444Y-CM	NX-8155-G9, 1 Node; 2x Intel Xeon-Gold 6444Y processor (3.6 GHz/ 16-core/ 270W, Sapphire Rapids) per node. Also Includes: C-TPM-2.0-U-CM	\$35,400.85	\$141,603.40
16	64	C-MEM-64GB-4800-CM	64GB Memory Module (4800MHz DDR5 RDM)	\$0.00	\$0.00
17	32	C-NVM-15.36TB-A-CM	15.36 TB NVMe SSD	\$0.00	\$0.00
18	4	C-SSD-NONE-CM	No SSD as part of the system configuration	\$0.00	\$0.00
19	4	C-LOM-10G2D1BT-CM	LOM Module: Broadcom 10GbE, 2-port, Base-T NIC (BCM 57416)	\$0.00	\$0.00
20	4	C-NIC-100G2A2-CM	Mellanox 100/40/25GbE, 2-port, NIC (CX6 100GbE);transceiver not included	\$0.00	\$0.00
21	8	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord	\$0.00	\$0.00
22	4	S-HW-PRD	24/7 Production Level HW Support for Nutanix appliance - For Tier 5 product	\$957.00	\$3,828.00
23	12	Support-Term	Support Term in Months	\$0.00	\$0.00
24	4	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned	\$0.00	\$0.00
25	1	Platform Integration	Platform Integration Fee	\$0.00	\$0.00
26	1	Platform Integration	Platform Integration Fee	\$0.00	\$0.00

**Subtotal:** **\$364,334.80**

Trace3 Discount

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	T3-DISCOUNT	Trace3 Special One-Time Discount (Includes pro-rated credit for Renewal for existing equipment)	(\$19,500.00)	(\$19,500.00)

Subtotal: (\$19,500.00)

## City of Meridian Nutanix Refresh Nutanix 8XNX-8155's Gen9 Nodes each with 2X16C 3.6Ghz Intel 6444Y Procs, 786GB Memory, 8X15TB NVMe Drives, Dual Port 100/40/25G Network Card, NCI-D Pro Software, 1 YR

### Prepared by:

#### Trace3 - Irvine

Jayme Gesner  
jgesner@trace3.com

### Prepared for:

#### City of Meridian

33 E Broadway  
Meridian, ID 83642  
Eli Daniel  
(208) 489-0505  
edaniel@meridiancity.org

### Quote Information:

#### Trace3.099373.v1

Quote Date: 11/21/2023  
Expiration Date: 12/14/2023

## Quote Summary

Description	Amount
Nutanix 8XNX-8155's Gen9 Nodes each with 2X16C 3.6Ghz Intel 6444Y Procs, 786GB Memory, 8X15TB NVMe Drives, Dual Port 100/40/25G Network Card, NCI-D Pro Software, 1 Year Support - GSA Schedule Number: 47QSWA18D008F	\$364,334.80
Trace3 Discount	(\$19,500.00)
<b>Subtotal:</b>	<b>\$344,834.80</b>
<b>Shipping:</b>	<b>\$2,800.00</b>
<b>Total:</b>	<b>\$347,634.80</b>

Upon client signatory's execution of this Quote, he/she affirms that:

1. Client will purchase and pay Trace3 for the equipment and/or services referenced above;
2. Without a separate written agreement signed by Trace3 and client, equipment and/or services referenced above are provided solely subject to the terms of this Quote and the applicable terms and conditions located at <http://www.trace3.com/legal>
3. He/she is authorized to accept this Quote on behalf of client and has complied with all of client's business practices in making this purchase;
4. Quoted amounts exclude ~~sales taxes, which will be charged on all U.S. shipments;~~ and
5. Client is responsible for submitting exemption certificates for sales tax-exempt purchases.
6. Use of the equipment and/or services referenced above is subject to the applicable end-user license agreement of the manufacturer.



City of Meridian

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1. Scope. Pursuant to the written offer (the "**Quote**") to sell certain hardware and/or software products (the "**Products**") which references these Product Sale Terms (these "**Sale Terms**"), Trace3, LLC, a California limited liability company ("**Trace3**"), hereby offers to sell to the client named in the Quote ("**Client**") such Products referenced therein.
2. Acknowledgment. CLIENT ACKNOWLEDGES AND AGREES THAT: (A) THE SIGNED QUOTE AND ANY WRITTEN ORDER TO PURCHASE THE PRODUCTS (A "**PURCHASE ORDER**") PROVIDED BY CLIENT TO TRACE3 IN RESPONSE TO SUCH QUOTE IS MADE SUBJECT TO THESE SALE TERMS; (B) THESE SALE TERMS WILL GOVERN THE RELATIONSHIP BETWEEN TRACE3 AND CLIENT AND PREVAIL NOTWITHSTANDING ANY VARIANCE OR CONFLICT WITH ANY TERMS CONTAINED IN ANY PURCHASE ORDER, STATEMENT OF WORK OR OTHER AGREEMENT OR INSTRUMENT SUBMITTED BY CLIENT TO TRACE3; (C) ANY PRE-PRINTED OR OTHER TERMS OR CONDITIONS INCLUDED WITH OR IN ANY OF THE DOCUMENTS REFERENCED IN ITEM (B) WILL HAVE NO EFFECT WHATSOEVER; (D) TRACE3 RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PURCHASE ORDER SUBMITTED BY CLIENT, IN ITS SOLE DISCRETION; AND (E) TRACE3'S ACCEPTANCE OF ANY PURCHASE ORDER IS MADE SUBJECT TO CLIENT'S ACCEPTANCE OF THESE SALE TERMS.
3. Delivery. Trace3 will accept Client's Purchase Orders under these Sale Terms for requested delivery of Products up to two months after the date of a Purchase Order.
4. Prices. Prices for Products will be as stated in the Quote and will be billed to Client in one or more invoices submitted by Trace3 to Client (the "**Invoices**") for payment. Quoted Prices for Products may be changed by Trace3 upon 30 days prior written notice to Client (the "**Notice Period**"). Purchase Orders received by Trace3 (a) before commencement of the Notice Period and which are not shipped prior to the expiration of the Notice Period, and (b) during the Notice Period which specify a delivery date within 30 days following the expiration of the Notice Period, will be invoiced at the previously existing lower price for such Products.
5. Payment Terms. Subject to approval by Trace3's credit department, Client commits to make payments within 30 days of the date of issuance of the Invoice by Trace3 to Client. ~~Trace3 reserves the right to charge Client interest on any delinquent balance. This interest is computed on a daily basis for each day the payment is delinquent at the lesser of (x) 18% per year, or (y) the maximum rate permitted by law.~~ Trace3 reserves the right to refuse shipment of Products to Client if any delinquent Invoices are outstanding. Trace3 reserves the right to invoice Client upon the shipment of purchased Products to Client, including whole or partial orders and regardless of whether such Products is shipped to Client by Trace3 or a Products distributor ("**Distributor**") or manufacturer ("**OEM**"), and payment will be due 30 days after the date of issuance of such Invoice. Trace3 may refuse to ship Products on credit for any reason or for no reason whatsoever. Trace3 further reserves the right to refuse payment terms if, in Trace3's sole discretion, such terms would create an unreasonable credit risk for Trace3. In such event, deliveries of Products to Client will be available only on a C.O.D. or cash-in-advance basis. No payment by Client or receipt by Trace3 of an amount lesser than the entire amount of an Invoice will be deemed to be other than on account of the earliest due amount, nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Trace3 may accept such check or payment without prejudice to Trace3's right to recover the balance of any amount due or pursue any other remedy provided for in these Sale Terms. In connection with the foregoing, Trace3 will have the absolute right in its sole discretion to apply any payment received from Client to any account of Client then not current and due and delinquent. Payment via Visa, Mastercard, American Express, other credit card, virtual card (e.g., American Express BIP), or any card or program similar to any of the foregoing will be accepted only if preapproved by Trace3 in writing. Any such payments will be subject to a processing fee of at least 3% of the total fees paid via such payment method.
6. Standard Order Procedure. Products may only be ordered by Client by mailed, e-mailed or faxed Purchase Orders referencing these Sale Terms and stating the quantity, specific Products, applicable price, shipping instructions and requested delivery date. Client acknowledges and agrees that in the event any Purchase Order fails to reference these Sale Terms, these Sale Terms will nevertheless govern the relationship between Trace3 and Client. Purchase Orders will be subject to written acceptance by Trace3 and delivery schedules will be established in accordance with Products availability and Client's credit status.
7. Change Requests, Cancellation and Rescheduling. Any and all changes to previously submitted Purchase Orders sought to be made by Client must be provided in writing by Client via mail, e-mail or fax notice and are subject to approval by Trace3. All requests to cancel Purchase Orders and return Products must be pre-authorized by Trace3 in writing. Trace3 may accept returns for Products then-currently held in Trace3 inventory within 30 days of purchase. Purchase Orders for Products not held in Trace3 inventory (including, but not limited, Products shipped directly from third party OEMs or Distributors) and software may not be cancelled or returned except under special circumstances and only upon pre-authorization by Trace3. If Client is permitted by Trace3 to cancel all or any portion of a Purchase Order and/or return Products, it will pay a restocking charge equal to (a) the amount of any restocking charge imposed by the applicable OEM or Distributor, if any, or (b) 30% of the purchase price for any Products shipped from Trace3's inventory. If Trace3 is unable to meet the requested delivery schedule, it will provide notice to Client as soon as it is reasonably aware of such situation. No Products may be returned except in the event Client and Trace3 have mutually agreed in writing.
8. Delivery; Title & Risk of Loss. Delivery of Products is "F.O.B. ~~Origin, freight~~ <sup>Destination</sup> and insurance prepaid and added." Risk of loss or damage for Products will pass to Client on delivery of such Products by Trace3 or a Products Distributor or OEM, as applicable, to Client's common carrier. Products are deemed accepted by Client for risk of loss purposes upon delivery to Client's common carrier. Client is responsible for all costs relating to the shipment and insurance of any Products. Trace3 will make reasonable efforts, but will not be obligated, to deliver the Products in accordance with Client's

shipping instructions and choice of carrier. Trace3 will make commercially reasonable efforts to deliver all Products on or before the due date as specified in any Purchase Order for such Products. Trace3 will make reasonable efforts to expedite delivery of any "ASAP orders." Title to Products will pass to Client only once payment is received in full for such Products.

DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER FAILS. CLIENT HAS ACCEPTED THIS DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE PRODUCTS AND UNDERSTANDS THAT THE PRICE OF THE PRODUCTS WOULD BE HIGHER IF TRACE3 WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

9. Taxes and Duties. All fees for Products will be exclusive of all national, federal, state, local, international (with respect to Products provided outside of the United States), property or any other governmental use, sales, excise, occupational, ad valorem, VAT or import (with respect to Products provided outside of the United States) taxes and duties, and any other similar taxes or duties. If any such tax, fee or charge is imposed on a transaction subject to these Sale Terms, such tax will be paid by Client in addition to the invoiced fees. If Trace3 is required to pay any such tax, fee or charge Client will reimburse Trace3 for such payment. All taxes, fees and charges with respect to Trace3's income or gross receipts derived from its provision of Products hereunder (including franchise, employment and income taxes of Trace3), will be the obligation of and paid by Trace3.
10. Exports. The Parties acknowledge that Products and/or related confidential information provided under this Agreement may be subject to U.S. and applicable foreign export laws and regulations. Each party will comply with all applicable U.S. and foreign export laws and regulations and anti-boycott laws.
11. Warranties. Client acknowledges and understands that Products provided under these Sale Terms may be manufactured by one or more third parties (and not Trace3). Accordingly, Trace3's sole responsibility to Client with respect to such Products or components and parts thereof provided under these Sale Terms will be to pass through to Client such original Product OEM's available product warranty, if any. The Inventory Product Warranty Policy attached hereto as Annex A will apply to any Products provided out of Trace3 inventory ("Inventory Products"). EXCEPT WITH RESPECT TO INVENTORY PRODUCTS AND AS SET FORTH ON ANNEX A, CLIENT ACKNOWLEDGES AND AGREES THAT TRACE3 DOES NOT PROVIDE ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) WILL TRACE3 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THESE SALE TERMS, AND/OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS SOLD UNDER THESE SALE TERMS. NOTWITHSTANDING ANY OTHER PROVISION OF THESE SALE TERMS, TRACE3'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PURCHASED WHICH IS THE SUBJECT OF THE CLAIM FOR SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR
13. Products Changes. Trace3 reserves the right to change, improve or add any new Products or discontinue offering any Products at any time.
14. Indemnity. Client agrees to indemnify and hold Trace3 harmless from any claims or damages (inclusive of reasonable attorney's fees), including claims of infringement, made against Trace3 as a result of alleged negligence, misrepresentation, error or omission on the part of Client or its affiliates, directors, officers, employees, agents or representatives.
15. Entire Agreement. These Sale Terms are the complete, final and exclusive statement of the terms and conditions of sale for the Products between Trace3 and Client and supersedes any and all other agreements between them relating to the subject matter hereof. These Sale Terms may not be modified except in a writing executed by both parties. These Sale Terms will prevail notwithstanding any variance or conflict with any terms contained in any Purchase Order statement of work or other agreement or instrument submitted by Client to Trace3.
16. Force Majeure. Trace3 will not be liable to Client for any alleged loss or damages resulting from the delivery of the Products being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Trace3.
17. Waiver. A waiver of any default, or of any of these Sale Terms, will not be deemed to be a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in these Sale Terms will be without prejudice to the right to exercise any other right or remedy provided by law or equity.
18. Severability. In the event any provision of these Sale Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. Assignment. Assignment of these Sale Terms by either party will be prohibited without the express written consent of the other party; provided, that (a) Trace3 reserves the right to subcontract any support or maintenance obligation in connection with the sale of such Products, (b) Trace3 may assign these Sale Terms and any of its rights hereunder in connection with its financing activities in the ordinary course of business, and (c) either party may assign these Sale Terms and its rights and obligations hereunder upon written notice to the other party in connection with a merger or sale of

substantially all of its assets or capital stock. Any other attempted assignment in violation of this provision will be null and void.

20. Governing Law; Venue. These Sale Terms will be construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of ~~California~~, without regard to principles of conflict of laws. Both parties agree that any action, suit or proceeding arising out of or relating to the Products or these Sale Terms will be initiated

and prosecuted in the state and federal courts located in ~~Orange County, California~~, and the parties irrevocably submit to the jurisdiction of any such court.

21. Attorney's Fees. In any action to enforce these Sale Terms, the prevailing party will be awarded all court costs and attorney's fees incurred.

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**Annex A – Inventory Product Warranty Policy**

**FOR THE AVOIDANCE OF DOUBT, THIS WARRANTY POLICY ONLY APPLIES TO INVENTORY PRODUCTS (E.G., PRODUCTS PROVIDED OUT OF TRACE3 INVENTORY) AND EXPLICITLY EXCLUDES PRODUCTS SOLD BY TRACE3 AND PROVIDED DIRECTLY FROM AN OEM OR DISTRIBUTOR.**

1. Warranty. Trace3 warrants that Inventory Products purchased by Client from Trace3 will be free from defects in materials and/or workmanship when utilized in normal use for the Warranty Period (as defined below). This warranty is not transferable and applies to purchases directly by Client from Trace3 within the United States and Canada. Trace3 reserves the right to exclude specific products from this warranty.

For the Warranty Period, Trace3's sole warranty obligation will be to provide replacement parts and materials necessary to maintain the Inventory Products in good operating condition. Inventory Products serial numbers must match Trace3 records for a warranty to be honored. If Trace3 provides replacement parts and the defective Inventory Product returned does not match Trace3's serial number records, Client hereby agrees to pay Trace3 for the replacement parts based on the original purchase price.

2. Warranty Period. The warranties provided under this Warranty Policy will extend for the following periods (the "**Warranty Period**") from the shipment date from Trace3 (the "**Purchase Date**"):
  - a. Three years for all Dell EMC PowerEdge and HPE ProLiant branded Inventory Products;
  - b. 90 days for Inventory Products comprised of (i) complete systems or integrated technologies, and (ii) tape drives, cache/controller batteries and consumable media; and
  - c. 30 days for individual or loose (e.g., non-complete systems or unintegrated parts) purchased by entities that resell or transfer ownership of Trace3 Inventory Products, or for such Inventory Products purchased by and delivered to Clients outside of the United States and Canada.
3. Warranty Process. To obtain warranty service under the Trace3 warranty, Client must, within the Warranty Period, contact Trace3 with the part number and serial number of the Inventory Products. Trace3 will determine what items are covered under (x) the OEM warranty, and/or (y) the Trace3 warranty provided herein.
  - a. *Inventory Product with OEM Warranty* – For Inventory Products purchased from Trace3 with an OEM warranty, the OEM's warranty will supersede, control and take precedence over any Trace3 warranty. At the Client's request, Trace3 will help facilitate the OEM warranty process. Trace3's remaining warranty, if any, will take

effect after the OEM's warranty period has expired. For example, if the OEM's warranty period is two years and Trace3's applicable Warranty Period is three years, then Trace3's warranty will apply for the one-year following expiration of the OEM's warranty period. Should Trace3, at its sole discretion, replace OEM's warranted Inventory Product on Client's behalf during the OEM's warranty period, Client will return the OEM provided replacement products to Trace3.

- b. *Inventory Product without OEM Warranty* – For Inventory Products purchased from Trace3 without an OEM's warranty (or which are outside of an OEM's warranty but still under Trace3's Warranty Period), Trace3 will attempt parts service using remote diagnosis or other service delivery methods at Trace3's sole discretion. If such parts service is unable to resolve the issue, Trace3 will provide advance parts replacement (e.g., providing replacement product to Client in advance of receiving back the defective Inventory Product). This warranty does not cover hardware or software installation or maintenance costs for the replacement products. At Trace3's sole discretion, Trace3 may repair or replace defective Inventory Products (a) with new, refurbished or previously used Products or parts equivalent to new Products or parts in performance and reliability, or (b) with equivalent Products to an original Inventory Product that has been discontinued. Trace3 reserves the right to replace with equal or better technology without any incremental charges to Client. Replacement Products or parts are warranted to be free from defects for the remainder of the applicable Warranty Period. All component parts or hardware Products returned by Client to Trace3 under this warranty will become the property of Trace3. Trace3 will pay for ground shipping related to return of the repaired or replaced Product to Client.
- c. *Defective Inventory Product* – All defective Inventory Products must be returned to Trace3 within the specified timeframe after the replacement Product has been provided. Client is responsible for returning defective Inventory Products using the original or comparable packaging and for the safe transit of such Inventory Products. If such defective Inventory Product is not returned to Trace3 within the specified timeframe, Client will be invoiced for the replacement Product.
- d. *General*
  - i. Client agrees to provide reasonable cooperation to Trace3 to facilitate and/or receive warranty services and replacement Product or parts. The Warranty Period is not extended as a result of (x) purchasing any additional Products from Trace3, (y) upgrading any purchased Products, or (z) Trace3 providing any



- ii. replacement Product or parts. Client is responsible for backing up data and operating system software before returning any Inventory Products that may have proprietary information. Trace3 assumes no responsibility for lost data.
  - iii. For warranty claims not protected under the Advance Replacement Warranty, the defective Inventory Product will be treated as a depot repair which requires time for Trace3 to perform proper diagnostics and/or provide replacement of Products or parts.
  - iv. Trace3 assumes no responsibility for defective Inventory Product or replacement Product or parts during shipment from Client to Trace3 or from Trace3 to Client, whether within or outside of the Warranty Period.
  - v. For depot repairs not covered by this warranty, Client is responsible for all labor, materials and shipping costs.
4. Exclusions. The warranty provided hereunder does not cover:
- a. any Products not provided out of Trace3's inventory, including, without limitation, OEM or third-party software, software licensing & support, ownership transfer fees, revision level or software compatibility issues; or
  - b. any damages or defects to Inventory Products purchased from Trace3 caused under the following conditions: acts of God, terrorism, abuse, neglect, accident, misuse, power fluctuations, usage of parts or components not supplied by Trace3, unsupported components, shipping damage, failure to perform preventative maintenance, or damage caused by peripherals, software, viruses or from other external causes.
5. Extended Warranty Options.
- a. At Trace3's sole discretion, extended warranty options may be made available to Client. Trace3 offers Clients a multi-year "Advance Replacement Warranty" for parts that extend the advance replacement warranty beyond the original 90-day Warranty Period. Such extended warranty options will be noted on Trace3's Quote, to the extent applicable. The Advance Replacement Warranty option is currently available for the following brands: Cisco, Dell EMC, Hewlett Packard Enterprise and Nimble. Other brands may be covered at Trace3's sole discretion.
  - b. No extended warranty options are available for tape drives, cache/controller batteries and consumable media purchased from Trace3.
6. GENERAL. THE WARRANTIES SET FORTH HEREIN ARE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE INVENTORY PRODUCT. TRACE3 DISCLAIMS ALL OTHER WARRANTIES,

EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) WILL TRACE3 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY, AND/OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF INVENTORY PRODUCTS SOLD BY TRACE3. TRACE3'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO THIS WARRANTY WILL NOT EXCEED THE PURCHASE PRICE OF THE INVENTORY PRODUCTS PURCHASED WHICH IS THE SUBJECT OF THE CLAIM FOR SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER FAILS. CLIENT HAS ACCEPTED THIS DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE INVENTORY PRODUCTS AND UNDERSTANDS THAT THE PRICE OF THE INVENTORY PRODUCTS WOULD BE HIGHER IF TRACE3 WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.



## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 23-2429: A Resolution of the City Council of the City of Meridian, Idaho, Setting Forth Certain Findings and Purposes to Declare Surplus Property and Authorizing the Donation of Certain Equipment to Chabad Lubavitch of Idaho, Inc.; and Providing an Effective Date

**CITY OF MERIDIAN RESOLUTION NO. 23-2429**

**BY THE CITY COUNCIL:**

**BORTON, CAVENER, HOAGLUN,  
OVERTON, PERRAULT, STRADER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, SETTING FORTH CERTAIN FINDINGS AND PURPOSES TO DECLARE SURPLUS PROPERTY AND AUTHORIZING THE DONATION OF CERTAIN EQUIPMENT TO CHABAD LUBAVITCH OF IDAHO, INC., AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, certain equipment owned by the City, as enumerated in Exhibit “A,” is no longer of use to the City of Meridian;

**WHEREAS**, the City of Meridian’s Fixed Asset Policy (section 3(d)(ii)(2)) provides that surplus City property may be donated to non-profit organizations exempt from federal income tax under 26 U.S.C. § 501(c)(3); and

**WHEREAS**, the City of Meridian desires to donate the equipment listed in Exhibit “A” to Chabad Lubavitch of Idaho, Inc., which is a non-profit organization exempt from federal income tax under 26 U.S.C. § 501(c)(3);

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MERIDIAN, IDAHO, AS FOLLOWS:**

**Section 1.** That the Mayor and City Council hereby authorize and declare that the equipment enumerated in Exhibit “A” is surplus property.

**Section 2.** That the Mayor and City Council hereby authorizes the donation of the equipment listed in Exhibit “A” to Chabad Lubavitch of Idaho, Inc.

**Section 3.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED** by the City Council of the City of Meridian, Idaho, this 12<sup>th</sup> day of December, 2023.

**APPROVED** by the Mayor of the City of Meridian, Idaho, this 12<sup>th</sup> day of December, 2023.

**APPROVED:**

**ATTEST:**

---

Mayor Robert E. Simison

---

Chris Johnson, City Clerk





## CITY OF MERIDIAN

### DEPARTMENT

Police

### DEPARTMENT CONTACT

Tracy B.

## PROPERTY INFORMATION FORM

CITY TAG #	DESCRIPTION	LOCATION
N/A	Bulletproof Vests	Police

MODEL	MANUFACTURER	SERIAL / VIN #
N/A	N/A	N/A

ACQUISITION DATE	ORIGINAL COST	VENDOR	LIFESPAN
N/A	N/A	N/A	N/A

### PROPERTY DISPOSAL AUTHORIZATION

DISPOSAL METHODS	Give a brief description of how you plan on disposing the asset
<input type="checkbox"/> Auction/Sell	Bulletproof vests to be donated to Chabad Lubavich, Inc.
<input checked="" type="checkbox"/> Donation/Transfer	
<input type="checkbox"/> Trade In	
<input type="checkbox"/> Discard/Recycle	

*\*\*Please remove all identifying logos prior to disposal*

### REASON FOR DISPOSAL OF PROPERTY

Bulletproof vests will be donated to Chabad Lubavich, Inc. to provide support in the Israel/Hamas war.

### CONDITION OF PROPERTY TO BE DISPOSED

Fair

  
Department Designee Approval

12-5-23  
Date

N/A - Not a fixed asset.

Finance Reviewed

Date

### FOR FINANCE USE ONLY

FA# not an FA	GL Code: N/A
Resolution No.:	Approved by Council Date:
Final Disposition of Property:	



## AGENDA ITEM

ITEM **TOPIC:** Owyhee High School Girls Rugby National Champions



*The Office of the Mayor*

## **PROCLAMATION**

- Whereas,** being an Owyhee High School Rugby player is more than making passes, catches, big hits, and scoring tries, it is about developing leadership, character, confidence, resilience, discipline, and mental and physical toughness, all traits needed to succeed on the field, in the classroom, and in life; and,
- Whereas,** The Storm completed the regular season with a record of 18-3 and pulled off a 27-7 win in the semifinals to move onto the finals; and,
- Whereas,** the hard work and dedication of the Owyhee Storm Girls Rugby team and coaches has resulted in the program winning the National High School Girls Rugby Championship, as they took a 22-17 win in sudden death overtime, proving the team was in it to win it; and,
- Whereas,** the third year Storm team led an excellent Idaho effort at the Western regionals, as five of the six top places were taken from Idaho teams, to proudly bring the trophy home to Meridian; and,
- Whereas,** the leadership, training and discipline of their coaches helped all team members to focus their talents, passion, and determination to become a winning team, with each player making valuable contributions to their victory.
- Therefore,** I Mayor Robert E. Simison, hereby proclaim December 12<sup>th</sup>, 2023 as

## ***Owyhee High School Girls Rugby National Champions Day***

in the City of Meridian and call upon the community to join me in congratulating the Owyhee High Storm on their remarkable athletic achievement and for representing Meridian so proudly in the state tournament.

*Dated this 12<sup>th</sup> day of December, 2023*

Robert E. Simison, Mayor

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





## AGENDA ITEM

**ITEM TOPIC:** Fiscal Year 2024 Budget Amendment for a Not-to-Exceed Amount of \$152,435.00 for Meridian Homecourt Bay 6 Tenant Improvement



Mayor Robert E. Simison

**City Council Members:**

Joe Borton  
Liz Strader  
Brad Hoaglund

John Overton  
Jessica Perreault  
Luke Cavener

December 4th, 2023

**MEMORANDUM**

TO: Mayor Robert Simison and City Council

FROM: Garrett White, Recreation Manager, MPR Dept.

RE: Meridian Homecourt Bay 6 Tenant Improvement and Budget Amendment

**Background**

The Resurge Church contract expires February 29<sup>th</sup>, of 2024. As the Church moves out, we would like to conduct a tenant improvement that will allow the Parks & Recreation Department to use the existing space for a variety of community education classes.

The tenant improvement includes items needed to make this space functional for community classes and replace outdated and worn items. The improvement consists of new multipurpose flooring, carpet, paint, facility signage, network needs (IT), furniture, and security items. The total cost of the improvement is \$152,435.00.

**Objective**

To approve the proposed tenant improvement and budget amendment at the Meridian Homecourt.

# Meridian Homecourt Bay 6

Tenant Improvement Project



## **Tonight's Objective:**

Approval of the proposed tenant improvement at the Meridian Homecourt.

## **Purpose of the Tenant Improvement:**

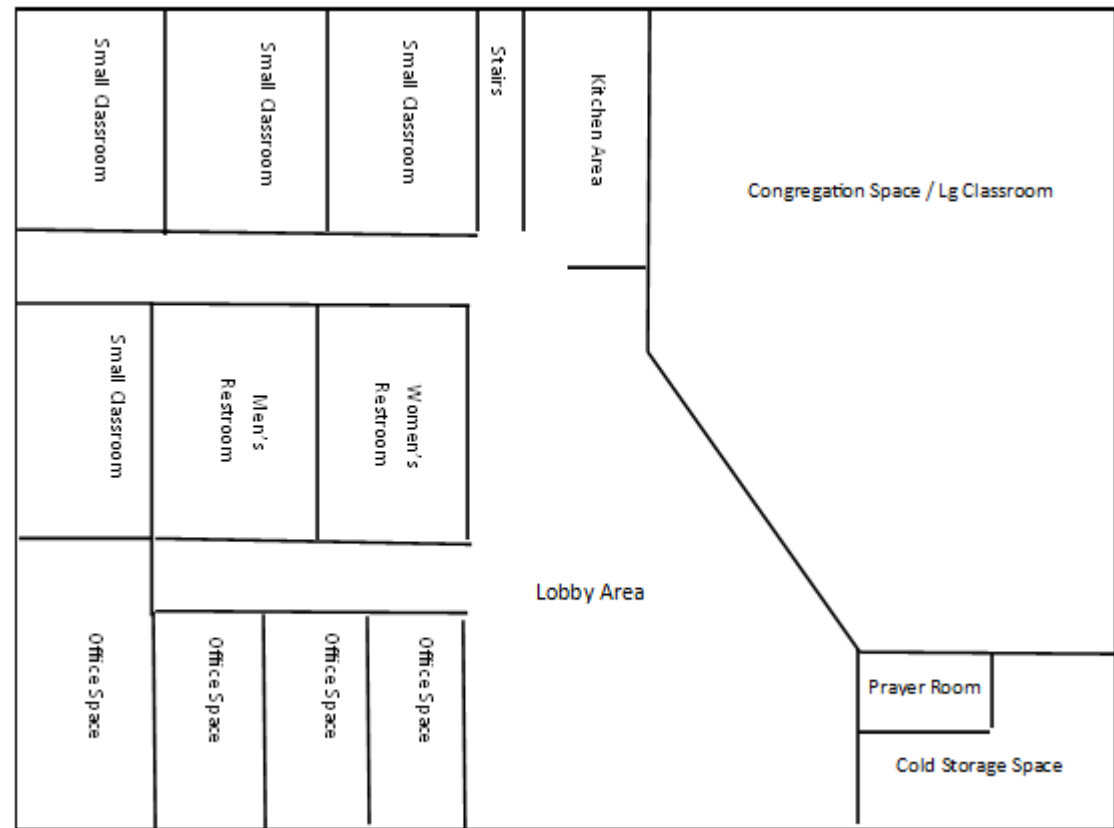
- To provide a quality, accessible, and welcoming space for the community.
- To bring the Bay 6 up to the “Meridian Way” standards.
- To make spaces usable for Community Education Classes offered by the Parks & Recreation Department

## BAY 6 - Resurge Church Space

- Church Agreement expires February 29<sup>th</sup>, 2024
- Approximately 7200 sq. ft.
- Church has occupied the space since June of 2008 (15+ years)
- Tentative Date for Parks & Recreation use is June of 2024.

Space consists of:

- Four Small Classrooms
- Four Small Offices
- One Large Congregation Space
- Lobby Area
- Kitchen Area
- Restrooms
- Cold Storage





## Tenant Improvement Detailed Costs

- ❑ Replace Carpet in Congregation Room, two Classrooms, Lobby, and Hallways \$75,922
- ❑ Paint and wall repairs in Congregation Room, Lobby, Hallways, and two Classrooms - \$28,463
- ❑ Phones, Cameras, WIFI, and other IT needs \$12,044
- ❑ FFE's (AED, Tables, Chairs, benches, etc.) \$10,375
- ❑ Building Signage \$12,103
- ❑ Door Re-Key with Keypad \$1,650
- ❑ Miscellaneous Repairs \$1,500

**Total Tenant Improvement Costs for Bay 6: \$142,057**

Additional Improvement:

Homecourt Wifi Upgrade \$10,378

(This will solve issues with credit card processing, scheduling software, and give the public better connectivity during heavy use times.)

**Total Improvement Cost: \$152,435**

## Why Replace the Carpet?

1. Carpet is 15+ years old and is in need of repairs.
2. We need multipurpose flooring in the large classroom to allow for Dance, Martial Arts, Exercise, and any other movement type class.
3. Laminate in the two classrooms allows for art classes and easy clean up after spills.



# Painting Needs;



# Exterior Building Signage

Current



After



# Questions?



**MERIDIAN**  
**HOMECOURT**

---

*FAMILY RECREATION CENTER*

## City of Meridian FY2024 Budget Amendment Form

## Personnel Costs

Full Time Equivalent (FTE):

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5130	41200	0	Wages	
01	5130	41206	0	PT/Seasonal Wages	
01	5130	41210	0	Overtime	
01	5130	41304	0	Uniform Allowance	
01	5130	42021	0	FICA	\$ -
01	5130	42022	0	PERSI	\$ -
01	5130	42024	0	Worker's Comp	\$ -
01	5130	42025	0	Employee Insurance	\$ -
Total Personnel Costs					\$ -



Please only complete the fields  
highlighted in Orange.

## Amendment Details

Title: **Meridian Homecourt Bay 6 Tenant Improvement**  
 Department Name: Parks & Recreation  
 Presenting Department Name: Parks & Recreation  
 Department #: 5130  
 Primary Funding Source: 1  
 CIP#:   
 Project #:

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

Clerks Office Stamp

Date of Council Approval

## Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	5130	53100	0	Building Maintenance - Carpet	\$ 75,922		\$ 75,922
01	5130	53100	0	Building Maintenance - Walls	\$ 28,463		\$ 28,463
01	5130	53100	0	Building Maintenance - Technology	\$ 12,044		\$ 12,044
01	5130	53100	0	Building Maintenance - Furniture	\$ 10,375		\$ 10,375
01	5130	53100	0	Building Maintenance - Signage	\$ 12,013		\$ 12,013
01	5130	53100	0	Building Maintenance - Security	\$ 1,650		\$ 1,650
01	5130	53100	0	Building Maintenance - Miscellaneous	\$ 1,500		\$ 1,500
01	5130	53100	0	Building Maintenance - WiFi	\$ 10,378		\$ 10,378
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
Total Operating Expenditures					\$ 152,345	\$ -	\$ 152,345

## Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5130		0		
01	5130		0		
01	5130		0		
01	5130		0		
01	5130		0		
01	5130		0		
Total Capital Outlay					\$ -

## Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5130		0		
01	5130		0		
01	5130		0		
Total Revenue/Donations					\$ -

## Acknowledgement

Date

Steve Siddoway

12/5/23

Department Director

REVIEWED

By Todd Lavoie at 9:40 am, Dec 05, 2023

Chief Financial Officer

John O. approved via email 12/5/2023.

Council Liaison

12-5-23

Mayor

Total Amendment Request \$ 152,345



## City of Meridian FY2024 Budget Amendment Form

## Total Amendment Cost - Lifetime

	Prior Year(s) Funding	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Department Name: Parks & Recreation
							Title: Meridian Homecourt Bay 6 Tenant Improvement
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments:  ➤ Department will send Amendment with Directors signature to Finance (Budget Manager) for review ➤ Finance will send Amendment to Council Liaison for signature ➤ Council Liaison will send signed Amendment to Mayor ➤ Mayor will send signed Amendment to Finance (Budget Manager)
Operating		\$ 152,345	\$ -	\$ -	\$ -	\$ -	
Capital		\$ -					
Total	\$ -	\$ 152,345	\$ -	\$ -	\$ -	\$ -	
Total Estimated Project Cost: \$ 152,345							

Department Name: Parks & Recreation  
Title: Meridian Homecourt Bay 6 Tenant Improvement

## Evaluation Questions

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

1. Describe what is being requested?	
The Resurge Church contract expires February 29 <sup>th</sup> , of 2024. As the Church moves out, we would like to conduct a tenant improvement that will allow the Parks & Recreation Department to use the existing space for a variety of community education classes. The tenant improvement includes items needed to make this space functional for community classes and replace outdated and worn items. The improvement consists of multipurpose flooring, carpet, paint, facility signage, network needs (IT), furniture, and security items.	
2. Why was this budget request not submitted during the current fiscal year budget cycle?	
Resurge Church contract was modified in late August just after the FY24 budget was completed and approved.	
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?	
We would like to have this tenant improvement completed in time for our summer activity guide publishing in June of 2024. This will allow current programs to expand or grow and will allow for our department programs as a whole to grow and not turn customers away.	
4. Describe the proposed method of funding? If funding is split between Funds (i.e. .General ,Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.	
Funding would come from the general fund balance.	
5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?	
Yes.	
6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.	
Yes. IT will be involved in the installation of the network and IT needs. Purchasing will be involved with the project bid process.	
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)	Yes
8. Is the amendment going to result in the disposal of an asset? (Yes or No)	No
9. Any additional comments?	

**Total Amendment Request \$ 152,345**

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



Mayor Robert E. Simison

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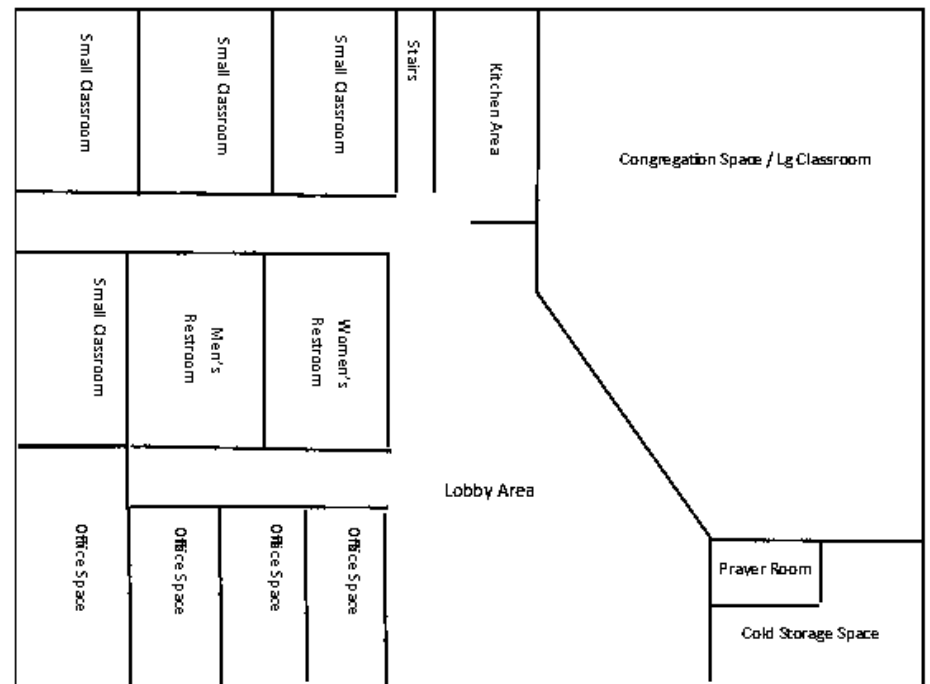
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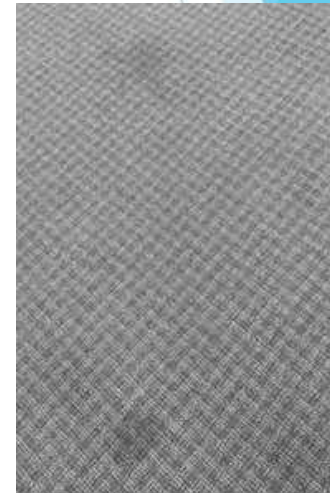
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# Painting Needs;



# Exterior Building Signage

Current



After





# Questions?



**MERIDIAN**  
**MECOURT**

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*FAMILY RECREATION CENTER*





## AGENDA ITEM

**ITEM TOPIC:** Public Hearing for Crowley Park Subdivision (H-2023-0053) by Riley Planning Services, located at 4135 W. Cherry Ln.

Application Materials: <https://bit.ly/H-2023-0053>

A. Request: Annexation of 1.002 acres of land with an R-8 zoning district. B. Request: Combined Preliminary/Final Plat consisting of 4 residential building lots and 1 common lot (including one existing home to remain).

<b>STAFF REPORT</b>	
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>	

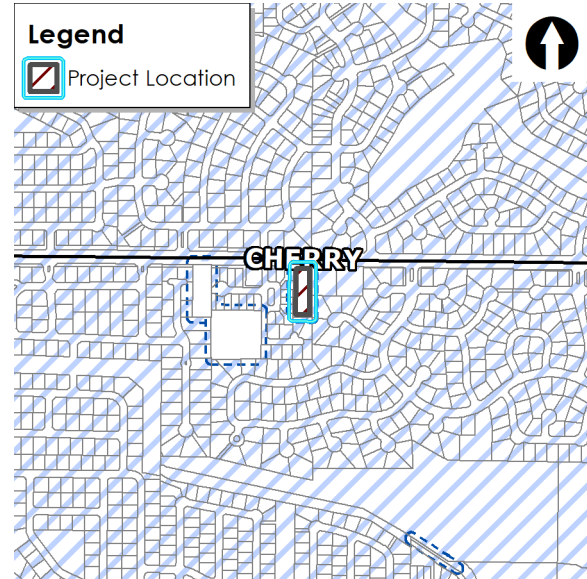
HEARING DATE: December 12, 2023

TO: Mayor & City Council

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

SUBJECT: Crowley Park Subdivision  
[H-2023-0053](#)

LOCATION: 4135 W. Cherry Lane in the Northeast  
1/4 of the Northwest 1/4 of Section 10,  
Township 3N, Range 1W (Parcel  
#S1210212465)



## I. PROJECT DESCRIPTION

Annexation of 1.002 acres of land with an R-8 zoning district, Preliminary Plat consisting of 4 residential building lots (including one existing home to remain) and one (1) common lot for Crowley Park Subdivision.

## II. SUMMARY OF REPORT

### A. Project Summary

Description	Details	Page
Acreage	1.002 acres	
Future Land Use Designation	Medium Density Residential (MDR)	
Existing Land Use	Single-family residential (SFR)/ag	
Proposed Land Use(s)	Single-Family attached residential	
Current Zoning	Single-Family residential zone (R1) in Ada County	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	4 buildings (including 1 existing lot)/1 common	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	4 single-family attached units and 1 existing home	
Density (gross & net)	3.99 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	0%, not required for developments under 5 acres	

Amenities	None	
Physical Features (waterways, hazards, flood plain, hillside)	None	

Neighborhood meeting date	8/3/2023	
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History (previous approvals)	None	
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## B. Community Metrics

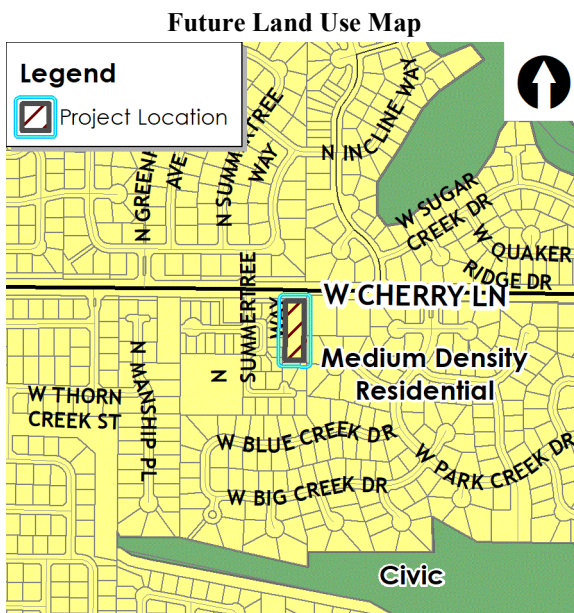
Description	Details	Page										
Ada County Highway District												
• Staff report (yes/no)	Yes											
• Requires ACHD Commission Action (yes/no)	No											
• Existing Conditions	<b>1. Right-of-Way – Cherry Lane</b> <b>a. Existing Conditions:</b> Cherry Lane is improved with 5-travel lanes, on-street bike lanes, vertical curb, gutter, and 7-foot wide attached concrete sidewalk abutting the site. There is 90-feet of right-of-way for Cherry Lane (45-feet from centerline).											
• CIP/IFYWP	<b>C. Traffic Information</b> <b>Trip Generation</b> This development is estimated to generate 29 additional vehicle trips per day (10 existing); and 2 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 11 <sup>th</sup> edition.  <b>Condition of Area Roadways: Traffic Count is based on Vehicles per hour (VPH)</b> <table><tr><th>Roadway</th><th>Frontage</th><th>Functional Classification</th><th>PM Peak Hour Traffic Count</th><th>PM Peak Hour Level of Service</th></tr><tr><td>Cherry Lane</td><td>126 -feet</td><td>Principal Arterial</td><td>704</td><td>Better Than “E”</td></tr></table>  * Acceptable level of service for a five-lane principal arterial is “E” (1,780 VPH).  <b>Average Daily Traffic Count (VDT):</b> Average daily traffic counts are based on ACHD’s most current traffic counts. <ul style="list-style-type: none"><li>The average daily traffic count for Cherry Lane west of Ten Mile Road was 14,642 on March 20, 2019.</li></ul>	Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Cherry Lane	126 -feet	Principal Arterial	704	Better Than “E”	
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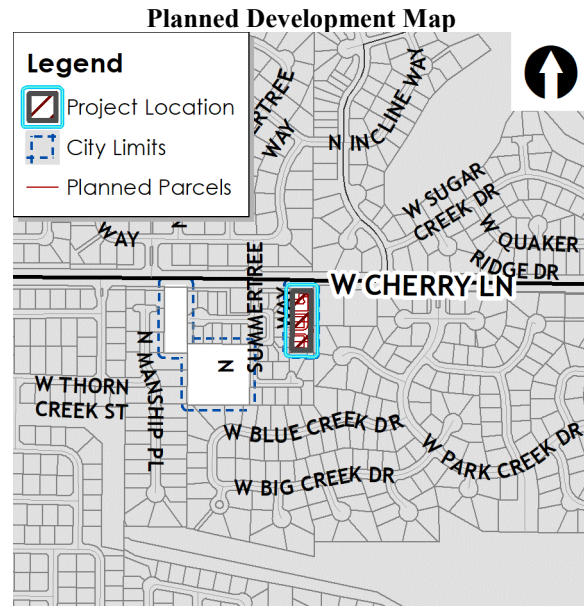
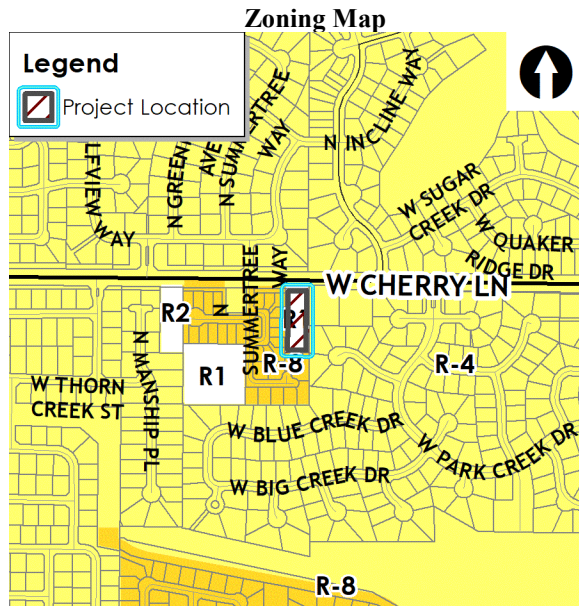
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Cherry Lane is classified as a principal arterial roadway. Other than the access specifically approved with this application off of W. Cherry Lane, direct lot access is prohibited to this roadway and should be noted on the final plat.	
Proposed Road Improvements	None	
Fire Service	<i>No comments received</i>	
Police Service	<i>No comments received.</i>	

West Ada School District	<i>No comments received.</i>	
Distance (elem, ms, hs)		
Capacity of Schools		
# of Students Enrolled		
Wastewater		

• Distance to Sewer Services	Directly adjacent
• Sewer Shed	North Black Cat
• Estimated Project Sewer ERU's	See application
• WRRF Declining Balance	
• Project Consistent with WW Master Plan/Facility Plan	Yes
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section B.
Water	
• Distance to Services	Water available at site.
• Pressure Zone	2
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section B.

### C. Project Maps





### III. APPLICANT INFORMATION

#### A. Applicant:

Penelope Riley, Riley Planning Services LLC – P.O. Box 405, Boise, ID 83701

#### B. Owner:

Luke Gilbert, Gilbert RE Holdings, LLC – 1065 S. Allante Place, Boise, ID 83709

#### C. Representative:

Same as Applicant

### IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	10/31/2023	11/21/2023
Radius notification mailed to property owners within 500 feet	10/27/2023	11/23/2023
Public hearing notice sign posted on site	11/6/2023	11/30/2023
Nextdoor posting	10/27/2023	11/21/2023



## V. COMPREHENSIVE PLAN ANALYSIS

**LAND USE:** This property is designated as Medium Density Residential (MDR) on the Future Land Use Map (FLUM) contained in the [\*Comprehensive Plan\*](#). This designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre.

The subject 1.002-acre property currently contains an existing home and is an enclave surrounded by existing single-family residential homes. The subject site abuts an R-8 development to the west and south, Cherrywood Village Subdivision; to the east is an R-4 development, Rods Parkside Creek Subdivision; and to the north are two R-4 developments, Golf View Estates Subdivision and Cherry Lane Village Subdivision. The subject property is designated as Medium Density Residential on the future land use map consistent with the approved development to the west. The Applicant proposes a 4-lot subdivision for single-family residential detached homes and one existing single-family detached home at a gross density of 3.99 units per acre, which is within the desired density range of the MDR designation.

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

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian’s present and future residents.” (2.01.02D)

*The proposed single-family detached dwellings and one existing single-family detached dwelling with a mix of lot sizes will contribute to the variety of housing options in this area and within the City as desired. Existing single-family attached and detached dwellings are in the Medium-Density Residential development to the west and south and existing Medium Low-Density Residential developments consisting of detached dwellings are located within the surrounding area.*

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

*City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.*

- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

*This area consists primarily of single-family detached homes with some single-family attached homes located to the west; only single-family detached homes and one existing single-family detached home are proposed within this development. The proposed development offers lot sizes ranging from 5,148 to 9,210 square feet (s.f.) with the existing home on a 9,524 s.f. lot.*

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

*The proposed medium-density residential single-family detached homes contribute to the variety of residential categories within the surrounding area as desired.*

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

*The proposed site design provides maximum use of the land with the proposed residential dwelling types and should be compatible with the existing developments on adjacent properties that are also designated for MDR uses.*

- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing

development.” (2.02.02C)

*The proposed development will not likely impact the existing abutting developments to the east, west, and south.*

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

*The proposed development will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and through this development in accord with current City plans.*

- “Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D)

*A 7-foot-wide existing pedestrian sidewalk connection is located along W. Cherry Lane. The existing sidewalk provides a link between all subdivisions east and west of this site.*

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

*Urban sewer and water infrastructure and curb, gutter, and sidewalks are required to be provided with development of the subdivision.*

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

*If annexed, the existing home will be required to abandon the existing septic system and connect to the City wastewater system.*

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

*Development of the subject infill parcel will maximize public services.*

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

## **VI. STAFF ANALYSIS**

### **A. ANNEXATION (AZ)**

The Applicant proposes to annex 1.002 acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 3 single-family residential detached dwelling units, 1 existing single-family detached dwelling unit, and 1 common lot at a gross density of 3.99 units per acre (see Sections VIII.C, E). The proposed use and density of the development are consistent with the MDR FLUM designation.

Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district.

There is an existing home on approximately a quarter of an acre adjacent to W. Cherry Lane. The property owner intends to annex and connect to City utilities with this development.

The property is contiguous to City annexed land to the north and is within the City's Area of City Impact boundary. A legal description and exhibit map of the overall annexation area for the R-8 zoning districts are included in Section VIII.A.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **If this property is annexed, Staff recommends a DA is required with the provisions discussed herein and included in Section IX.A.**

## **B. PRELIMINARY PLAT (PP):**

The proposed preliminary plat consists of 4 building lots and 1 common lot on 1.002-acre property in the proposed R-8 zoning district. Proposed lots range in size from 5,148 to 9,524 square feet (s.f.) (or 0.12 to 0.22 acres). The proposed gross density of the subdivision is 3.99 units per acre. The subdivision is proposed to develop in one phase as shown in Section VIII.B.

**Existing Structures/Site Improvements:** An existing home on the property is proposed to remain on Lot 2, Block 1. The outbuildings located on Lots 1 and 3, Block 1 should be removed with development of this property. **Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.**

**Dimensional Standards (UDC 11-2):** The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. **The proposed plat appears to comply with the dimensional standards of the district, except for the front porch on the existing home which encroaches more than two feet into the required setback (see landscape buffers below for analysis).** Per UDC 11-2A-3B.3, lots taking access from a common drive do not require street frontage.

**Access:** Access is proposed from W. Cherry Lane from a common driveway on Lot 1, Block 1. Direct lot access from W. Cherry Lane for Lot 2, Block 1 is prohibited. The interior Lots 3, 4, 5, Block 1 are proposed to take access via a common drive to W. Cherry Lane, meeting the street access requirements of UDC 11-3A-3A.

**Common Driveways (UDC 11-6C-3D):** Common driveways shall serve a maximum of four (4) dwelling units. In no case shall more than three (3) dwelling units be located on one (1) side of the driveway. The Applicant is proposing four (4) dwelling units take access off the main common driveway, all four (4) dwelling units are also located on one (1) side of the driveway. However, three (3) dwelling units are taking access via a side common drive that connects to the main common drive. ***The Director has determined that the proposed orientation of the dwelling units off the side common drive meets the intent of the UDC code.***

**Parking (UDC 11-3C):** Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence. The Applicant has provided an additional three (3) parking stalls at the end of the common drive on the southeast side of the site for overflow parking. The existing home does not meet the required number of off-street parking spaces per [UDC Table 11-3C-6](#) for a three (3) bedroom home; four (4) parking spaces are required, at least 2 in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. The existing home does not have an enclosed two-car garage; however, the required number of parking spaces is provided via an existing carport and driveway.

**The carport shares a roofline with the existing home and is currently accessed from the west; access to the carport will change to the south upon approval and completion of the subdivision**



site improvements once the entry point to the carport is shifted to the south and the common drive is constructed. The Applicant is also proposing to add a fence to provide additional screening of the carport from W. Cherry Lane. The existing home is recognized as non-conforming due to the off-street parking requirements in UDC 11-3C-6. Per [UDC 11-1B-4](#), no existing structure containing a nonconforming use may be enlarged, extended, constructed, reconstructed, moved, or structurally altered except through the approval of a conditional use permit. As a result of the non-conformity, the Applicant is required to apply for a Conditional Use Permit for any future expansions on the property.



**Landscaping** (UDC [11-3B](#)): A twenty-five foot landscape buffer is required along W. Cherry Lane in accord with UDC 11-3B-7. The landscape plan submitted depicts a 20-foot landscape buffer along W. Cherry Lane that includes four (4) existing trees. *The Applicant has proposed a water-conserving design aimed to reduce the required landscape buffer to 20-feet in width. However, the proposed design lacks features like boulders, rocks, and/or permeable hardscape materials such as pavers and flagstones, and water conserving grasses. The design should incorporate plants and trees that thrive in climates with approximately ten (1) to twelve (12) inches of annual rainfall. Staff recommends that the Applicant revise the landscape plan to comply with the requirements for a water-conserving design in accordance with [UDC 11-3B-5.2.O](#).*

**Sidewalks** (11-3A-17): Cherry Lane is improved with an existing 7-foot wide attached concrete sidewalk abutting the site in accord with UDC standards. Staff is not recommending that this sidewalk be replaced with and 7-foot detached sidewalk.

**Utilities** (UDC [11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. The existing home proposed to remain on Lot 1, Block 1 is required to connect to City water and sewer service within 60 days of it becoming available as set forth in MCC [9-1-4](#) and [9-4-8](#).

Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

**Fencing** (UDC [11-3A-6](#), [11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. **The Applicant is proposing fencing in front of the carport for screening provided there is not a conflict with the proposed layout of the fire hydrant service line. A detail of the fencing should be provided with the final plat.**

**Pressurized Irrigation System** (UDC [11-3A-15](#)): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15. **Given that the**

property possesses irrigation rights and access, surface water rights should be used as the primary source over the groundwater well in accordance with the regulations of Settlers Irrigation District. *Settlers Irrigation District does not permit the exclusion of water rights to the subject parcel.*

**Storm Drainage** (UDC [11-3A-18](#)): An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.

**Building Elevations:** Three (3) conceptual building elevations were submitted that demonstrate what future homes in this development will look like (see Section VIII.E). Variations of one-story homes with a three-car garage are proposed. **The submitted elevations depict a number of different architectural and design styles with field materials of lap siding, differing color accents, roof profiles, and stone.**

## VII. DECISION

### A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement, and preliminary plat per the provisions in Section IX in accord with the Findings in Section X.

### B. The Meridian Planning & Zoning Commission heard these items on November 16, 2023. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Preliminary Plat requests.

#### 1. Summary of Commission public hearing:

- a. In favor: Penelope Constantikes, Riley Planning Services, LLC; Luke Gilbert, property owner
- b. In opposition: None
- c. Commenting: Bill Canfield, Judy Cartwright, Esther Burgoyne
- d. Written testimony: None
- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: None

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

- a. Concerns with the existing fencing deteriorating and falling down with development.
- b. Concerns were raised about an existing tree due to its branches and roots extending both under and over the existing fence.

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

- a. None

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

- a. None

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

- a. None

## VIII. EXHIBITS

### A. Annexation Legal Description and Exhibit Map



DAVID EVANS  
AND ASSOCIATES INC.

#### ANNEXATION BOUNDARY DESCRIPTION

The following Describes a Parcel of Land lying in a portion of the NW 1/4 of Section 10, Township 3 North., Range 1 West., Boise Meridian, City of Meridian, Ada County Idaho being more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 10 which is being Monumented with a found 5/8" Iron pin with "No Cap"; From which, the North 1/4 Corner of said Section 10 which is being Monumented with a found Brass Cap bears, South 89°15'31" East, 2645.04 feet; Thence along the Northerly Boundary Line of the NW 1/4 of said Section 10, South 89°15'31" East, 2195.88 feet to the **POINT OF BEGINNING**:

Thence continuing, South 89°15'34" East, 124.22 feet;

Thence leaving said Northerly Boundary Line, South 00°04'22" East, 386.74 feet to a found 5/8" Iron Pin "PLS 4116";

Thence, North 88°23'57" West, 130.98 feet to a found 5/8" Iron Pin "PLS 4116";

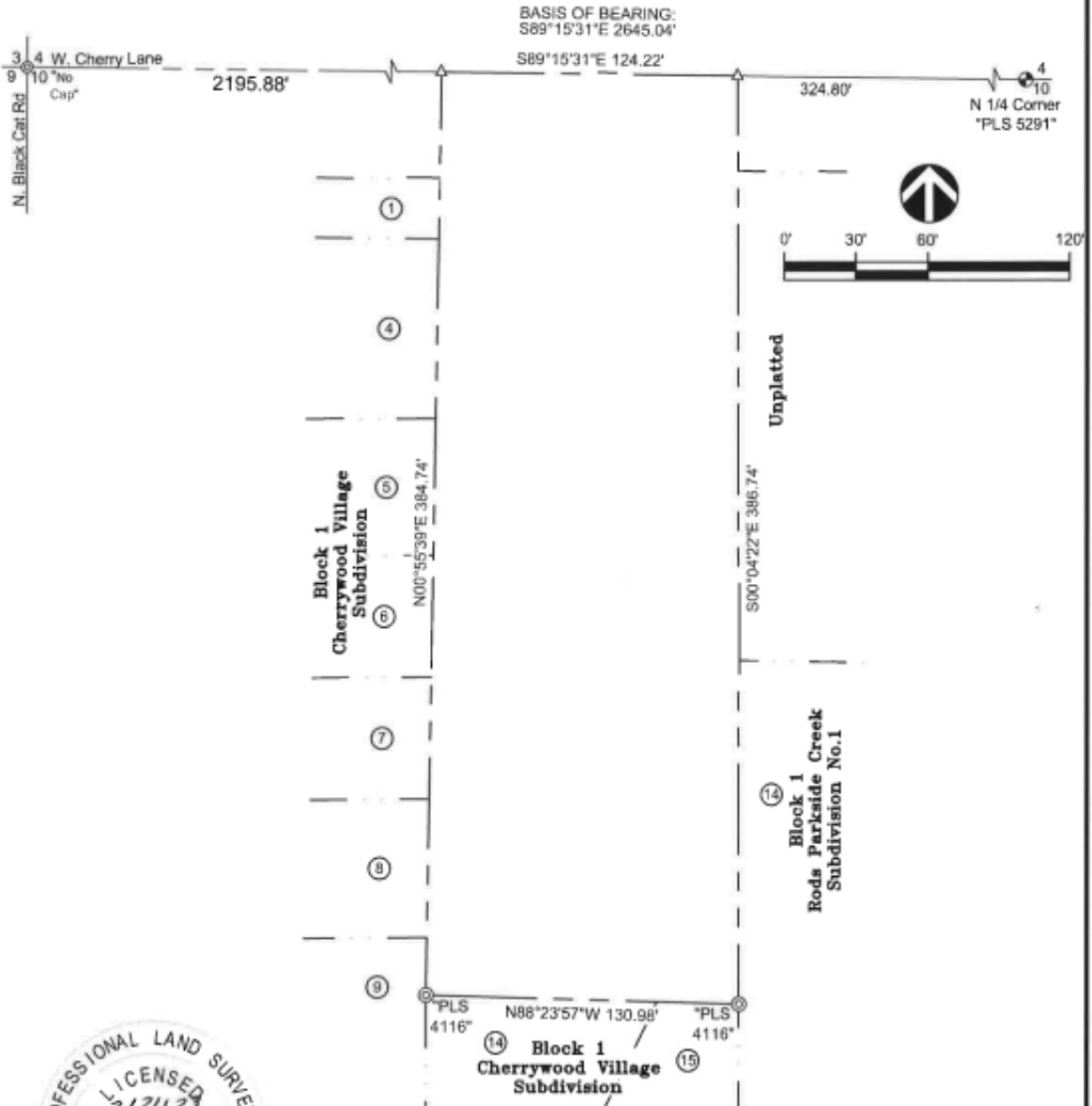
Thence, North 00°55'39" East, 384.74 feet to the **POINT OF BEGINNING**:

**The above Described Parcel of Land contains 1.13 Acres (49,213 Sq. Ft.), more or less.**



# ANNEXATION EXHIBIT

A PORTION OF THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST,  
BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO  
2023



DAVID EVANS  
AND ASSOCIATES INC.  
9179 W. BLACK EAGLE DR.  
Boise Idaho  
Phone: 208-900-9049

B. Preliminary Plat Legal Description and Exhibit Map



DAVID EVANS  
AND ASSOCIATES INC.

**ANNEXATION  
BOUNDARY DESCRIPTION**

The following Describes a Parcel of Land lying in a portion of the NW 1/4 of Section 10, Township 3 North., Range 1 West., Boise Meridian, City of Meridian, Ada County Idaho being more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 10 which is being Monumented with a found 5/8" Iron pin with "No Cap"; From which, the North 1/4 Corner of said Section 10 which is being Monumented with a found Brass Cap bears, South 89°15'31" East, 2645.04 feet; Thence along the Northerly Boundary Line of the NW 1/4 of said Section 10, South 89°15'31" East, 2195.88 feet to the **POINT OF BEGINNING:**

Thence continuing, South 89°15'34" East, 124.22 feet;

Thence leaving said Northerly Boundary Line, South 00°04'22" East, 386.74 feet to a found 5/8" Iron Pin "PLS 4116";

Thence, North 88°23'57" West, 130.98 feet to a found 5/8" Iron Pin "PLS 4116";

Thence, North 00°55'39" East, 384.74 feet to the **POINT OF BEGINNING:**

**The above Described Parcel of Land contains 1.13 Acres (49,213 Sq. Ft.), more or less.**



A PORTION OF THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST,  
BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO  
2023



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**PRELIMINARY PLAT FOR  
CROWLEY PARK SUBDIVISION**  
A PARCEL OF LAND LOCATED IN THE NE 1/4 OF  
THE NW 1/4 OF SECTION 10, T.3N, R.1W, B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO  
2023

**NOTES:**

1. ALL LOTS SHALL BE 1/4 ACRES OR MORE.
2. ALL LOTS SHALL BE 1/4 ACRES OR MORE.
3. ALL LOTS SHALL BE 1/4 ACRES OR MORE.
4. ALL LOTS SHALL BE 1/4 ACRES OR MORE.
5. ALL LOTS SHALL BE 1/4 ACRES OR MORE.
6. ALL LOTS SHALL BE 1/4 ACRES OR MORE.
7. ALL LOTS SHALL BE 1/4 ACRES OR MORE.

**DEVELOPMENT FEATURES:**

ITEM	DESCRIPTION	AMOUNT
1	TOTAL AREA	4.00 ACRES
2	RESERVED PUBLIC RIGHT-OF-WAY	4.00 ACRES
3	RESERVED PUBLIC RIGHT-OF-WAY	4.00 ACRES
4	RESERVED PUBLIC RIGHT-OF-WAY	4.00 ACRES
5	RESERVED PUBLIC RIGHT-OF-WAY	4.00 ACRES
6	RESERVED PUBLIC RIGHT-OF-WAY	4.00 ACRES
7	RESERVED PUBLIC RIGHT-OF-WAY	4.00 ACRES

**B-S SETBACKS**

ITEM	DESCRIPTION	AMOUNT
1	FRONT SETBACK	10.0 FT
2	REAR SETBACK	10.0 FT
3	SIDE SETBACK	10.0 FT
4	FRONT SETBACK	10.0 FT
5	REAR SETBACK	10.0 FT
6	SIDE SETBACK	10.0 FT

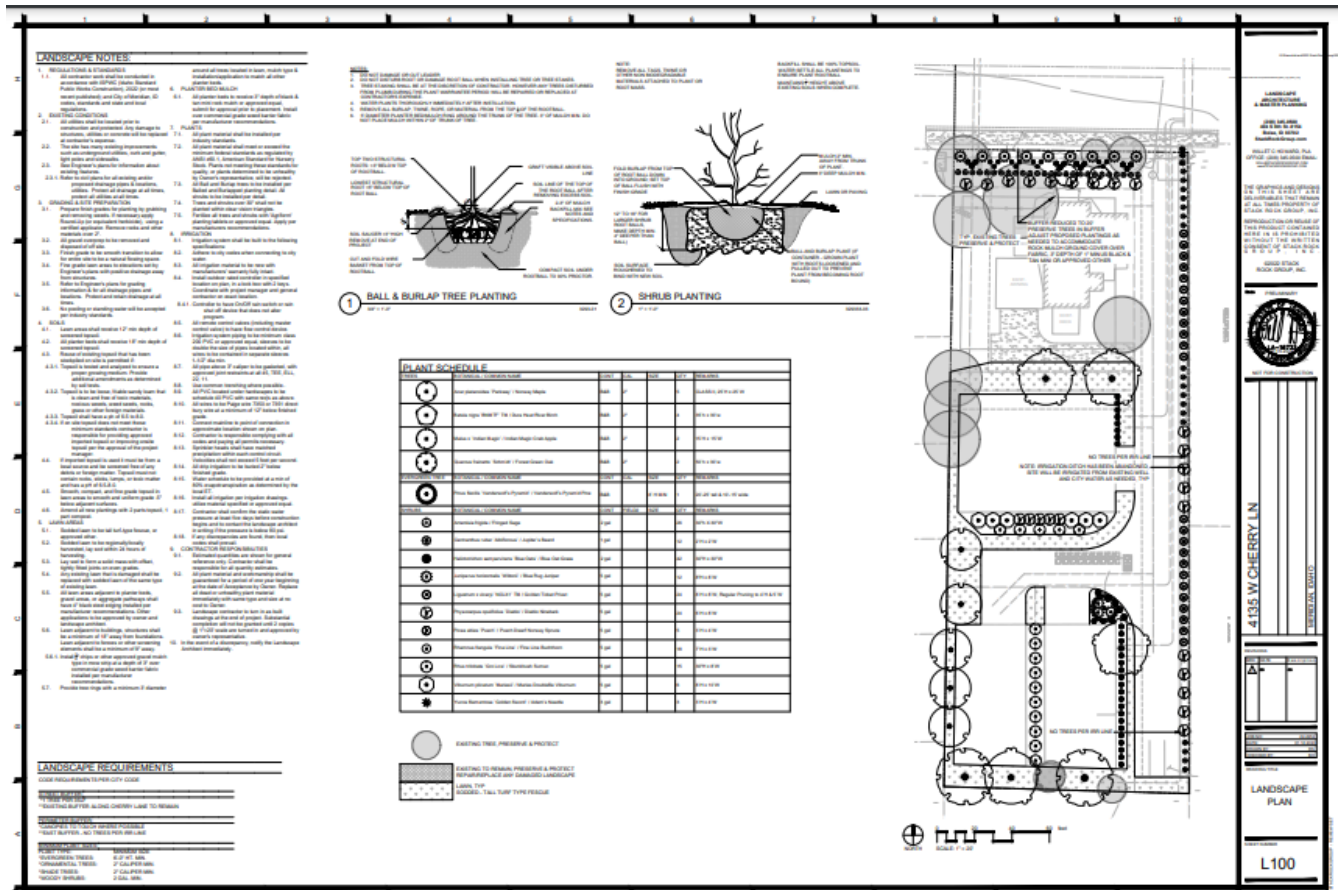
**REUSE OF DRAWINGS**

ITEM	DESCRIPTION	DATE
1	PRELIMINARY PLAT	10/1/2023
2	PRELIMINARY PLAT	10/1/2023
3	PRELIMINARY PLAT	10/1/2023
4	PRELIMINARY PLAT	10/1/2023
5	PRELIMINARY PLAT	10/1/2023
6	PRELIMINARY PLAT	10/1/2023
7	PRELIMINARY PLAT	10/1/2023
8	PRELIMINARY PLAT	10/1/2023
9	PRELIMINARY PLAT	10/1/2023
10	PRELIMINARY PLAT	10/1/2023

**BENCH MARKS DATUM NAVD 88**

ITEM	DESCRIPTION	AMOUNT
1	FRONT SETBACK	10.0 FT
2	REAR SETBACK	10.0 FT
3	SIDE SETBACK	10.0 FT
4	FRONT SETBACK	10.0 FT
5	REAR SETBACK	10.0 FT
6	SIDE SETBACK	10.0 FT

#### D. Landscape Plan (dated: 9/15/23)





E. Conceptual Building Elevations







F. Existing Home











## **X. CITY/AGENCY COMMENTS & CONDITIONS**

### **A. PLANNING DIVISION**

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

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

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, and conceptual building elevations included in Section VIII and the provisions contained herein.
  - b. The existing home on Lot 1, Block 1 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
  - c. As a result of the non-conformity to the existing home due to the off-street parking requirements in UDC 11-3C-6, the Applicant/Owner is required to apply for a Conditional Use Permit for any future expansions on the property.
2. The final plat prepared by Rock Solid Civil on June 15, 2023 is approved as submitted.
  3. The landscape plan submitted with the final plat shall include the following revisions:
    - a. Revise the landscape plan to depict a variety of landscape features like boulders, rocks, and/or permeable hardscape materials such as pavers and flagstones, and water conserving grasses to comply with the requirements for a water-conserving design in accordance with [UDC 11-3B-5.2.Q](#). The design shall incorporate plants and trees that thrive in climates with approximately ten (1) to twelve (12) inches of annual rainfall.
    - b. Depict a fencing detail for all new fencing proposed for the subject site.
    - c. Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement per UDC 11-3B-10C.5.
  4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
  5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
  6. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit, except for the existing residence on Lot 1, Block 1.
  7. The Applicant shall comply with all ACHD conditions of approval.
  8. Direct lot access from W. Cherry Lane is prohibited.
  10. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.

12. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309527&dbid=0&repo=MeridianCity>

**C. FIRE DEPARTMENT**

No comments at this time.

**D. POLICE DEPARTMENT**

No comments at this time.

**E. PARK'S DEPARTMENT**

No comments at this time.

**F. SETTLERS IRRIGATION DISTRICT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310450&dbid=0&repo=MeridianCity&cr=1>

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310529&dbid=0&repo=MeridianCity>

**G. ADA COUNTY DEVELOPMENT SERVICES (ACDS)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310572&dbid=0&repo=MeridianCity>

**H. WEST ADA SCHOOL DISTRICT (WASD)**

No comments were received from WASD.

**I. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309946&dbid=0&repo=MeridianCity>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309599&dbid=0&repo=MeridianCity>

**K. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310013&dbid=0&repo=MeridianCity>

**XI. FINDINGS**

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

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

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

*Commission finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family attached dwellings on the site at a gross density of 3.99 units per acre is consistent with*

*the density desired in the MDR designation for this property; the preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.*

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

*Commission finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.*

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

*Commission finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential uses should be compatible with adjacent single-family residential homes/uses in the area.*

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

*Commission finds City services are available to be provided to this development. Comments were not received from WASD on this application so Staff is unable to determine impacts to the school district.*

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

*Commission finds the proposed annexation is in the best interest of the city if revisions are made to the development plan as recommended.*

**B. Preliminary Plat (UDC 11-6B-6)**

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings: (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

**1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code; (Ord. 08-1372, 7-8-2008, eff. 7-8-2008)**

*Commission finds the proposed plat is generally in conformance with the UDC and the Comprehensive Plan.*

**2. Public services are available or can be made available and are adequate to accommodate the proposed development;**

*Commission finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.*

**3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;**

*Commission finds there are no roadways, bridges or intersections in the general vicinity that are in the IFYWP or the CIP.*

**4. There is public financial capability of supporting services for the proposed development;**

*Commission finds there is public financial capability of supporting services for the proposed development.*



5. The development will not be detrimental to the public health, safety or general welfare; and  
*Commission finds the proposed development will not be detrimental to the public health, safety or general welfare.*
6. The development preserves significant natural, scenic or historic features. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)  
*Commission is unaware of any significant natural, scenic or historic features that need to be preserved with this development.*

**Public Hearing for Crowley Park Subdivision (H-2023-0053) by Riley  
Planning Services, located at 4135 W. Cherry Ln.**

- A. Request: Annexation of 1.002 acres of land with an R-8 zoning district.
- B. Request: Combined Preliminary/Final Plat consisting of 4 residential building lots and 1 common lot (including one existing home to remain).

Smith: With that I would like to lastly thank you all for your patience in the audience. I would like to open up Item No. H-2023-0053 for Crowley Park Subdivision. We will begin with the staff report.

Hersh: Alrighty. Moving on to Crowley Park Subdivision. The applicant is here to present their project. The application submitted is annexation and preliminary plat. The site consists of 1.002 acres of land, zoned R-1 in Ada county, located at 4135 West Cherry Lane. There is no history on the property. The Comprehensive Plan FLUM designation is medium density residential and the summary of the request from the applicant is annexation of one -- again, a little over an acre of land with an R-8 zoning district, preliminary plat consisting of four residential building lots, including one existing home to remain and one common lot. The subject property is an enclave surrounded by existing single family residential homes. The site abuts an R-8 development to the west. To the south. To the east is an R-4 development and to the north R-2, R-4 for developments. The subject property is designated as medium density residential in the future land use map, consistent with the approved development to the west. The applicant proposes, again, a four lot subdivision for single family residential detached home and one single family detached home at a gross density of 3.99 units an acre, which is with the -- within the desired density range for the medium density residential designation. A legal description of the annexation and exhibit map where this is included, the property is within the -- the city's area of city impact boundary. A preliminary plat and conceptual building elevations were -- were submitted showing how the property is proposed to be subdivided and developed. The proposed lots range in size from 5,148 to 9,524 square feet. The subdivision is proposed -- proposed to develop in one phase. The proposed plat and subsequent development are required to comply with the dimensional standards in the UDC table for the R-8 zoning district. The plat appears to comply with the standards in the district, except for the front porch on the existing home, which encroachers a little more than two feet in the required setbacks. Per the UDC lots taking access from a common drive do not require street frontage. Access to the property is proposed from Cherry Lane from a common driveway on Lot 1, Block 1. Direct access from Cherry Lane for Lot 2, Block 1, is prohibited. Interior Lots 3, 4, 5 at Block 1 are proposed to take access to via the common drive, meeting the -- those requirements in the UDC. Common driveway shall serve a maximum of four dwelling units. In no case shall three -- more than three dwelling units be located on one side of the driveway. The applicant is proposing four dwelling units take access off the main common drive. All four dwelling units are located on one side of the driveway. However, three dwelling units are taking

access via a side common driveway that connects to the main common driveway. The director has determined -- determined that the proposed orientation of the dwelling -- of the units off the side of common drive meets the intent of the UDC code. Off-street parking is required to be provided in accordance with the UDC for single family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence. The applicant has provided an additional three parking stalls at the end of the common drive on the southeast side of the site for overflow parking. The existing home does not meet the required number of off-street parking spaces per the UDC for a three bedroom home. Four parking spaces are required. At least two in an enclosed garage. Other spaces may be enclosed or a minimum ten foot by 20 foot parking pad. The existing home does not have an enclosed two car garage. However, the required number of parking spaces is provided via an existing carport and driveway. The applicant is proposing to enclose the carport on the northwest side with a material that matches the existing house. The carport shares a roof line with the existing home and is currently accessed from the west. Access to the carport will change to the south upon approval and completion of the subdivision site improvements once the entry point -- point to the carport is shifted to the south and the common drive is constructed. The applicant is also proposing to add a fence to provide additional screening from the carport from West Cherry Lane. The existing home is recognized as nonconforming due to the off-street parking requirements in the UDC. Per the UDC no existing structure containing a nonconforming use may be enlarged, extended, constructed, reconstructed, moved or structurally altered, except through approval of a conditional use permit -- permit. As a result of the nonconformity the applicant is required to apply for a conditional use permit for any future expansions on the property. There are -- there is -- a 25 foot landscape buffer is required along West Cherry Lane in accordance with the UDC. The landscape plan submitted depicts a 20 foot landscape buffer along West Cherry Lane that includes four existing trees. The applicant is proposing a water conserving design aimed to reduce the landscape buffer to 20 feet in width. However, the proposed design lacks features, like boulders, rocks or permeable hardscape material, such as pavers and flagstones and water conserving grasses. The design should incorporate plants and trees that thrive in climates with approximately ten to 12 inches of annual rainfall. Staff recommends that the applicant revise the landscape plan to comply with the requirements for the water conserving design in accordance with the UDC. Cherry Lane is currently improved with an existing seven foot wide attached concrete sidewalk abutting the site in accordance with the UDC standards. Staff is not recommending that the sidewalk be replaced. Utilities connection to city and water, sewerage and services is required in accordance with the UDC. The existing home is proposed to remain on Lot 2, Block 1, is required to connect to city water and services within 60 days of becoming available. Street lighting is also required to be installed in accordance with the city's adopted standards specifications and ordinance -- ordinances. All fencing is required to comply with the standards and the applicant is proposing fencing in front of the carport for screening, provided there is not a conflict with the layout of the fire hydrant services. A detail of the fencing should be provided with the final plat and the pressurized irrigation system -- the underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth within the UDC. Given that the property possesses irrigation rights and access surface rights --

should be used as a primary source over the groundwater well in accordance with the regulations of Settlers Irrigation District. Settlers Irrigation District does not permit the exclusion of water rights to the subject parcel. The building elevations. Three conceptual building elevations were submitted that demonstrate what future homes in this development will look like. Variations of one story homes with three car garages are proposed. The submitted elevations depict a number of different architectural and design styles and field materials of lap siding, different color and access -- accent roof profiles and stone. Currently there is no written testimony on this project and staff recommends approval of the annexation and preliminary plat subject to the conditions in the staff report and that concludes staff's presentation and I stand for any questions.

Smith: Would the applicant like to come up?

Constantikes: Thank you, Mr. Chairman, Commissioners. For the record Penelope Constantikes representing the property owner Luke Gilbert. My address is Post Office Box 405, Boise, Idaho. 83701. As you know the application is for annexation, zoning and a preliminary plat and it's -- as you know, four detached single family residences with one existing and three new building lots and future homes. And it is consistent with the surrounding residential development. The proposed density as provided in the staff report is 3.99 units per acre and it does provide a variety of lot sizes. One access point to West Cherry Lane is proposed and has been approved by ACHD. Two of the homes face north with the access from the north. One home faces south with access from the south and one home faces north with access from the east. We are reducing the landscape buffer by 20 percent to allow retention of the front porch area and we will be using the water reducing -- water conserving landscape plan ordinance that staff has already referenced. We have reviewed both the Meridian and the ACHD staff reports and are in agreement with the findings and conclusions. The engineer and I met with Public Works for detailed discussions recently about the best location for the water lines, the hydrant service line and sewer service with required easements. The outcome of the meeting was that the hydrant will be located at the northeast corner or near the northeast corner of the site with the benefit of being able to hopefully preserve the two mature trees that are along the Cherry Lane frontage. Just a few highlights. Crowley Park will add three additional p.m. peak hour trips to West Cherry Lane, which is not very many. The site layout includes three guest parking spaces, as staff has already indicated and I believe we may possibly be able to add a few more at the west end of the fire turnaround area. We will check on that as we move through the process. Pedestrian access to West Cherry Lane is -- will be provided along the west side of the existing residents to keep that access away from vehicle access. A streetlight is shown at the northeast corner of the site, although it's a little hard to see. These homes are intended for the middle, which is also frequently referred to as a workforce housing and the middle are essential professionals, such as school teachers, fire departments staff, police and nursing staff. Crowley Park will provide new home options in an existing and mature neighborhood with full-sized trees, which we think is a good thing. The site redesign pairs side yards with existing backyards for the neighbors to the west and the side yards don't get much use and so we thought that this would be a great way to preserve their backyard privacy. I would like to offer some additional details regarding the carport on the existing residence. The carport will be

changed as -- as staff has indicated to the south and the north and west sides of the existing carport will be fully clad with siding that will complement the existing residence. From the street it will appear like it's just a garage. The layout for the existing residence includes four parking spaces, two which will be in an enclosed carport and two additional spaces will be provided on the apron area to accommodate two additional parking spaces, which will be a minimum of ten by 20 feet. The landscape plan can now be updated with the water conserving design after our meeting with Public Works and the most -- and that meeting provided us with the most efficient path forward with utility lines and the fire hydrant located in the northeast corner of the site. The fire department is aware of this hydrant change and my understanding is the location will work well for fire emergency services. The change in the location of the water service for the hydrant will allow fencing to screen the west side of the front lot. That was a problem before we changed the waterline location. And there won't be any fencing location -- or, excuse me, any fencing conflict. Like I said, we anticipate that both the mature trees will be retained along the front edge, but we will continue to work with Public Work staff as needed. The project narrative discusses retention of the existing well for site irrigation. The front lot is already irrigated off the well. Surface water delivery in this area is a private lateral, which Settlers Irrigation District does not manage. According to the neighbors this parcel never used surface water. I have tried to contact the water master multiple times with no success, although Settlers has been very helpful. We would like to work with staff on provision of irrigation and the property owner would like to retain the existing well as the irrigation option -- as an irrigation option as it may be needed. With that I would be happy to stand for questions or discussion with the Commission and we respectfully request a recommendation of approval for Crowley Park Subdivision. Thank you for your time and attention.

Smith: Commissioners have any questions for the applicant? All right.

Grace: Mr. Chairman, can I just get the applicant to clarify -- I probably misheard it, but the comment about the light. Was there a traffic light did you say in the northwest corner or -- can you just clarify that? I was taking notes and I missed that.

Hersh: Mr. Chairman, Commissioner, no, it's a streetlight.

Grace: Okay. Okay. All right. Thank you.

Smith: All right. Thank you.

Constantikes: Thank you.

Smith: Open up public testimony. Madam Clerk, do we have anyone signed up to speak?

Lomeli: We do have -- it looks like five signed up. The first on the list is Sarah Cartwright.

Smith: You don't want to -- okay. Can we get the next on the list.

Lomeli: Judy Cartwright.

Smith: Oh, just in support. Okay. Yeah. If you want to come up and -- you can ask a question. That's fine.

Cartwright: I'm Judy Cartwright. 4365 West Cherry Lane. The subdivision that went in next to us did not provide a new fence along the whole side and I just wondered if this will have new fencing on both sides?

Smith: All right. We have the applicant to come up at the end of testimony. Sorry. Actually, I do have one question. Could you clarify if you are here -- the other names on the list of support or opposition regarding the project?

Cartwright: I -- I support it. Is that what you are wondering?

Smith: Yes. I just wanted to clarify.

Cartwright: I was wondering about the fence.

Smith: Yeah. I assumed support, but I figured I would -- for the record that would clarify. Thank you.

Lomeli: I have a Bill Crossfield. Coffield?

Smith: Just come up and give your name and, then, your address. That would be great.

Canfield: Bill Canfield. I live at 4079 West Cherry Lane to the east. I own the property to the east. There is a lateral -- irrigation lateral that feeds off of there. That's what I feed on to. I water my property with that. That actually goes into the back of this existing property that they are going to build. So, I'm just concerned about my water access and everything as far as accessing that.

Smith: Okay.

Canfield: Plus my -- the fence is on my property. That would be just to the east. That's a wooden -- wooden fence now. I don't know if there is going to be another fence or not. But, anyway, I do approve of this, so --

Smith: Okay. Thank you. That's a question that we can make sure to ask the applicant as well when they come back up.

Lomeli: We -- the next on the list is an Esther Burgoyne? I'm sorry I'm pronouncing that --

Burgoyne: Yes. Thank you.

Smith: Just get your name and address as well.

Grace: Mr. Chairman, can we just get them to speak into the microphone. I'm having a hard time hearing multiple folks.

Smith: Absolutely.

Grace: Thank you.

Burgoyne: So, my name is Esther Burgoyne and I live at 1538 Willow Tree and so I'm right on the west side of -- basically my backyard will be right in the middle of this whole thing and I don't have any problem with the -- with the whole housing and stuff back there. The only concern I have is there is a tree right on the corner that's existing that the branches and the roots are going right into the fence and under the fence and over the fence and so I think that tree really needs to be either trimmed down or taken out. And, then, the other concern is the fence along the whole way is vinyl on -- on the west side and it's wood fence on the east side and even the vinyl side is really starting to deteriorate at the bottom and so I'm just wondering if all this new construction and stuff going in will harm the fence even more to where, you know, it will like fall apart or anything. But other than those two little items I have no problem at all with the housing coming in.

Smith: All right. Thank you very much. Have anyone else signed up to testify?

Lomeli: I do have a Sharon Gooding.

Smith: Sharon Gooding. Not here. I did see a couple of people leave, so that might have been -- anyone else?

Lomeli: No one else.

Smith: All right. I think that covered it. Is there anyone else -- sir, if you would like to come testify at all or -- okay. So, would the applicant like to come back up.

Constantikes: Mr. Chairman, would you like me to reintroduce myself?

Smith: Just your name and address again.

Constantikes: Penelope Constantikes. Post Office Box 405, Boise, Idaho. 83701. I'm not a hundred percent sure where Judy is relative to the project site. Is that something that staff could show me?

Smith: Sorry. It could -- unfortunately not --

Starman: First of all, if the applicant is willing to yield some time to -- and, then, if you would reintroduce yourself and, then, if you want to -- thank you.



Cartwright: Judy Cartwright. 4365 West Cherry Lane, Meridian, Idaho. 83642. We are R-2 on the map. So, it's not -- it's a ways down, but what I'm saying is I'm just concerned that -- for the people in this new subdivision that they get a new fence, because when the subdivision went in right next to us probably four years ago they left the old fence and it's deteriorated and -- and falling down and I don't want that to happen in this new subdivision.

Smith: Thank you. If I could get your name and address that would be great. Thank you, sir.

Gilbert: Good evening, everybody. My name is Luke Gilbert at 6245 South Hill Farm Way, south -- south Meridian. As far as the fence goes, it's currently fenced. The fence is in pretty good condition actually. It's a cedar fence pretty well maintained. As we get into the project I haven't yet considered replacing the fence and I'm not saying I'm opposed to it, it's just more -- the fence that we have up currently is cedar, in good condition, relatively well maintained and I think until we get into the project it would be hard for me to commit to that.

Smith: Okay. Thank you.

Gilbert: Was there anything else --

Smith: I did here -- there were some other questions about tree trim removal and irrigation water access and existing fencing harm. Is there any --

Gilbert: Perfect. Yeah. Well, to the tree trimming piece, the arborist is going to dictate what we can and can't remove. I don't know if this tree falls within a permission to remove. We are going to -- we have -- we have actually taken a couple of bids from arborist on trees on the property, because they are very large trees and they -- they do need some attention over there. We have just been reluctant to move into it before we have permission to do so. So, the trees are on our radar.

Smith: Okay.

Constantikes: Mr. Chairman, Penelope Constantikes. Post Office Box 405, Boise, Idaho. The gentleman before me is the property owner. The last item that was brought up was water access, I believe, and as we all know Idaho statute prohibits anyone from ever interfering with water delivery. So, the gentleman to our east will -- of course, we will be preserving his water access. We have no reason to disrupt it. So, other than that I think we have covered everything. Are there any other questions that I can answer?

Smith: I don't personally have any. Do any other Commissioners have any questions?

Rivera: No.

Smith: All right. I think -- I think we are good. Thank you.

Constantikes: Thank you, Mr. Chairman.

Smith: With that I will take a motion to close the public hearing.

Rivera: I make a motion to close the public hearing.

Stoddard: Second.

Smith: I have a motion and a second. Can I get all ayes -- or all ayes in favor say aye. Any opposed? All right. Motion passes. Motion carries. Sorry about that. Thanks, folks, for your patience.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

Smith: Any discussion, deliberation? Any thoughts from fellow Commissioners?

Grace: Mr. Chairman, I would just say that it's -- you know, we use the term a lot, but it's a little bit of an in-fill project and these are never -- you know -- you know, they are -- they are sort of dictated sometimes by other -- by other factors. So, I get that. I like the idea of their -- sort of their target homeowner and I think that's a great -- you know, to the extent that they have too much control over that. I'm glad there is housing for those -- for those types of folks. It sounds like the -- the trees and the fencing, you know, they are trying to maintain what they can and it sounds like they are going to be sensitive to the concerns of those around them. So, yeah, I am in favor.

Smith: Commissioner Rivera.

Rivera: I am in agreement with Commissioner Grace and I do -- the main thing here is I do appreciate the owner that's going to be -- as they move forward keep an eye on the fence and -- and the tree removal and making sure that -- that what needs to be done will get done.

Smith: I would echo that. It seems like concerns kind of are around -- mostly around -- around kind of marginal stuff, so, you know, it seems like with -- regarding the application itself I think it's -- it's close to as good of an in-fill project we can get in terms of, you know, not being some -- some wonky crazy thing. So, I like the -- like what the -- what the applicant is trying to do here. Just, yeah, with the -- you know, maintaining, you know, a close ear to neighbors and concerns and all that good stuff. I like this a lot. I will take a motion if anyone --

Rivera: I will make a motion here. After considering all staff, applicant and public testimony, I move to recommend approval to the City Council of File No. H-2023-0053 as presented in the staff report for the hearing date of November 16th, 2023.

Grace: Second.

Smith: I have a motion and a second. All those in favor, please, say aye. Any opposed?  
Motion carries. Thank you very much.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

Smith: All right. It looks like that time of day that I will be looking for one more motion.

Rivera: I make a motion to adjourn the meeting.