



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, September 06, 2022 at 4:30 PM

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Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/88029902800>

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

Webinar ID: 880 2990 2800

ROLL CALL ATTENDANCE

___ Jessica Perreault

___ Joe Borton

___ Brad Hoaglund

___ Treg Bernt

___ Liz Strader

___ Luke Cavener

___ Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the August 16, 2022 City Council Work Session](#)
2. [Approve Minutes of the August 16, 2022 City Council Regular Meeting](#)
3. [Approve Minutes of the August 23, 2022 City Council Work Session](#)
4. [Approve Minutes of the August 23, 2022 City Council Regular Meeting](#)
5. [Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
6. [Belvedere Farms Sanitary Sewer Easement No. 1](#)
7. [Belvedere Farms Sanitary Sewer Easement No. 2](#)
8. [Eagle View Landing Apartments Sanitary Sewer and Water Main Easement No. 1](#)
9. [Lost Rapids Apartments Sanitary Sewer and Water Main Easement #4](#)
10. [Olson and Bush Subdivision No. 2 Water Main Easement No. 1](#)
11. [Outer Banks Infrastructure and Offsite Water Main Easement](#)
12. [Prescott Ridge Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 3](#)

13. [Quartet Southeast Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
14. [Final Plat for Acclima Subdivision \(FP-2022-0020\) by The Land Group, Located generally North of W. Ustick Rd., South of McMillan Rd. and directly West of and adjacent to McDermott Rd.](#)
15. [Final Order for Skybreak Subdivision No. 2 \(FP-2022-0002\) by DevCo, LLC, Located at 7020 S. Eagle Rd.](#)
16. [Final Order for TM Center East No. 1 \(FP-2022-0021\) by Brighton Development, Inc., Located at 700 S. Wayfinder Ave.](#)
17. [Findings of Fact, Conclusions of Law for Black Cat Industrial Project \(H-2021-0064\) by Will Goede of Sawtooth Development Group, LLC, Located at 350, 745, and 955 S. Black Cat Rd. and Parcel S1216131860](#)
18. [Findings of Fact, Conclusions of Law for Meridian Academy Play Field \(H-2022-0031\) by The Land Group, Inc., located at 2311 E. Lanark St.](#)
19. [Findings of Fact, Conclusions of Law for Ten Mile Public Storage \(H-2022-0016\) by Kimley-Horn and Associates, Inc., located at at 4065 N. Ten Mile Rd.](#)
20. [Interagency Temporary License Agreement Between the Ada County Highway District and the City of Meridian Regarding Discovery Park, Phase 2](#)
21. [Approval of Janitorial Services Agreement with KBS, LLC for Janitorial Services FY2023 – FY2027 for the Not-To-Exceed Amount of \\$464,307.93](#)
22. [License Agreement Between the State of Idaho, Three Corners Subdivision Property Owners Association, Inc., and the City of Meridian Regarding Water Pump Usage](#)
23. [Memorandum of Agreement with West Ada Recreation District \(WARD\) and City of Meridian Regarding Mural on East Facing Wall of Meridian Pool](#)
24. [Ground Lease Agreement between the City of Meridian and Owyhee Holdings, LLC for the Proposed Can Ada Lift Station Property](#)
25. [Training Site Agreement Renewal between the City of Meridian and the Ada County Emergency Medical Services District for Fiscal Year 2023](#)
26. [Agreement Between the City of Meridian and West Ada School District for 2022-2023 School Resource Officers](#)
27. [Ratification of Mayor's Signature for Meridian Rural Fire Protection District Resolution No. 22-002](#)
28. [Resolution 22-2341: A Resolution Reserving the Forgone Amount for Fiscal Year 2023 for Potential Use by the City of Meridian in Subsequent Years as Described in Idaho Code § 63-802, et seq.; and Providing an Effective Date](#)

DEPARTMENT / COMMISSION REPORTS [Action Item]

29. [Public Hearing for Adoption of Proposed Republic Services Solid Waste Fees](#)

30. [Resolution 22-2342: A Resolution Adopting the Fiscal Year 2023 Rate Schedule of Solid Waste Collection Services; Authorizing the Finance Department to Collect Such Fees; and Providing an Effective Date](#)
31. [Parks and Recreation Department: 2022 Sparklight Movie Night Update](#)
32. City Council: Housing Policy Discussion, Philosophy and Direction of City Efforts Related to Housing Affordability

ADJOURNMENT



AGENDA ITEM

ITEM **TOPIC:** Approve Minutes of the August 16, 2022 City Council Work Session

A Meeting of the Meridian City Council was called to order at 4:32 p.m., Tuesday, August 16, 2022, by Mayor Robert Simison.

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

Also present: Chris Johnson, Bill Nary, Cassandra Schiffler, Tracy Basterrechea and Joe Bongiorno.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input checked="" type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener (4:40 p.m.)
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is August 16th, 2022, at 4:32 p.m. We will begin this afternoon work session with roll call attendance.

ADOPTION OF AGENDA

Simison: Next item up is adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Simison: I move adoption of the agenda as published.

Borton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

CONSENT AGENDA [Action Item]

- 1. TM Center Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1**
- 2. Ten Mile Creek Phase 3 Apartments Sanitary Sewer and Water Main Easement No. 1**

3. **Ten Mile Creek Phase 3 Apartments Water Main Easement No. 1**
4. **Ten Mile Creek Phase 3 Apartments Sanitary Sewer and Water Main Easement No. 2**
5. **TM Creek Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1**
6. **TM Creek Subdivision No. 5 Sanitary Sewer and Water Main Easement No. 1**
7. **Victory Commons Subdivision No. 2 Water Main Easement**
8. **Final Plat for Skybreak Subdivision No. 2 (FP-2022-0002) by DevCo, LLC, Located at 7020 S. Eagle Rd.**
9. **Final Plat for TM Center East No. 1 (FP-2022-0021) by Brighton Development, Inc., Located at 700 S. Wayfinder Ave**

Simison: First up is the Consent Agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move approval of the Consent Agenda and for the Mayor to sign and Clerk to attest.

Borton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

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

DEPARTMENT / COMMISSION REPORTS [Action Item]

10. **Public Works: Fiscal Year 2023 Republic Services Rate Review**

Simison: So, we will move into Department/Commission Reports. First item up is Item 10, which is Public Works fiscal year 2023 Republic Services rate review. I have the name Clint Dolsby, but -- well -- well, we will modify.

Norris: Name is Bradyn Norris, finance manager for Republic Services. Address 11101 West Executive Drive, Boise.

Simison: Thank you.

Norris: Okay. So, I will try to keep this relatively brief and to the point. I know this isn't the first time you guys have done this, but just want to start off saying good afternoon, Mayor and Members of the Council. So, the -- the purpose of our presentation today is to present the proposed fiscal year 2023 rates for solid waste that have already been vetted by MUBS, Finance, and the Solid Waste Advisory Commission. So, annually, the solid waste collection rates are adjusted in accordance with Section 21 of our contract with the City of Meridian with an effective date of October 1st. So, to summarize the changes, I will highlight the main drivers for the year and, then, just share the majority -- share the impact to the majority of the residential customers, which would be the 95 gallon cart holders, because those are the majority of -- of the residential homeowners. So, moving to the next slide -- there we go. Okay. So, to summarize the changes I will highlight the main drivers and, then, just -- and, then, any questions at the end feel free to ask away. So, first off is the CPI. So, this year it was a 5.44 percent, but per the contract we used -- we have a ceiling of 90 percent, which gets us to that 4.898. The next item is household hazardous waste. So, overall no impact to the customer. Essentially Republic Services proposes to waive the one cent difference and bear the 6,000 dollar burden that we reconciled. So, no changes to the residents there. The third item is disposal. So, no changes there. And, then, just to call out -- there are no new additional rates or services being brought to the -- the Council this year. And, then, the fifth item is the -- the VTech and just to kind of call this out here -- so, the federal government, once again, awarded the alternative fuel tax credit for compressed natural gas as an alternative fuel source. This tax credit is shared with the Meridian -- with Meridian City, which the Mayor and Council have chosen to pass on to residents as a -- as a credit to the monthly rate. So, the credit for the -- for the contract was 52,031 dollars and this amount is reflected in the residential rate sheet as a credit of 11 cents for all residential customers. And, then, this leads to the last two items, so I think these are the two big ones, but just to summarize here from a recycling processing charge -- so, based on our contract with our partner Western Recycling, the recycling processing fee has increased seven and a half percent year over year over our contract due to several factors, such as labor increases, fuel and cost of goods sold, i.e., steel to bale and ship out the recycling goods. And just for general context here, last year we did not do an increase on the processing fee and the average increase over the life of the contract has been about four and a half percent and this year we, Republic, received a 13.1 percent and, then, just -- we did a review of all the recycling centers in the northwest and ours is the third lowest in comparison. So, we are in a good spot when comparing to other sites. And, then, just the last item here -- so, this was brought up last year. So, we are -- what we are requesting here is approval to make last year -- or the fiscal year 2022 at a cycle adjustment

permanent. This was put in place for just one year for us to reevaluate this year and this is currently in our run rate. So, we are not going to adjust anyone's rates going forward, this will just be a part of normal CPI methodology. And, then, just from an overall perspective, taking a step back for the residential impact like I mentioned, for the 95 gallon cart customers the net price increase year over year would be 94 cents. So, with that I have said a lot of words, so I will stop there. Any questions or comments?

Simison: Council, any questions at this point?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Sorry, Ralph. How about this? Can you provide some clarity with regard to the -- to making the adjustment permanent?

Norris: Uh-huh. So, overall we stand by the labor adjustment that we did last year. So, we are not going to roll back our wages. We think we got this right, because we have been doing better with our turnover. We are getting the trash off the ground and just to kind of call out -- so, last year when we passed this on -- we had -- we actually only passed on 50 percent of the actual increase to our customers and with the -- with that market adjustment we just feel like we are at a better spot now and, you know, just for general context, too, right, for CPI in general for the month of July, all items it was 9.1 and for the month of June it was 8.5. So, just given kind of where we are at with the market we feel like it -- it just makes sense for our drivers, so that way we are helping the customer -- the customers for Meridian.

Simison: Council, any additional questions at this time?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Just a comment. You know, I appreciated that we took a look at that temporarily, hoping that the inflation would pass. Unfortunately, not.

Norris: Right.

Strader: You know, it feels like this sets your base to a good place where you are keeping up with inflation under the contract. I guess I -- I more had just a question about the commercial customers in the schedule that you provided on the rate sheet, which was just in general. Are those going up in a uniform way? I was taking a look at a couple of them. It didn't look like anything was totally out of the norm, but could you just give us a general overview of the rate increases for the commercial and industrial?

Norris: Yeah. So, just to kind of call out the -- so, what we did was just apply that CPI methodology of that 4.898 percent and -- and we just kept it simple that way and just applied that.

Strader: Thank you. That's very helpful.

Hoaglund: I see no additional questions at this time, so -- but you -- you can continue with your presentation or wrap up, whichever you like.

Norris: Yep. I will wrap up. So, just want to say we appreciate your guys' partnership and we -- we really enjoy working with you. Your staff and city is -- makes the job fun. So, appreciate your time and thank you.

Simison: Thank you. Thank you for Republic Services team for being here and our Public Works team who is partners with Republic Services team as well.

11. Parks and Recreation Department: MAPS (Meridian Art in Public Spaces) Ordinance Update

Simison: All right. So, with that we will move on to Item 11, which is our Parks and Recreation Department MAPS, Meridian Art in Pub Spaces ordinance update and turn this over to Cassandra, who is more than ready to present to Council today.

Schiffler: Thank you, Mr. Mayor and City Councilmen and Women. So, the -- I am co-presenting this with -- this is the vice-chair of the Meridian Arts Commissioner Jessica Peters and she was the chair of the Public Art Subcommittee for quite a while and has been heavily invested in the Arts in Meridian.

Peters: Mr. Mayor, City Council Members, thank you so much for -- for having us today. So, as you may know our Meridian Art In Public Spaces Ordinance was adopted by the Meridian City Council in April of 2015 and this ordinance established the Meridian Art In Public Spaces Program through which City Council provides funding in the amount of 50 cents per Meridian resident not to exceed 50,000 dollars per year and this is to establish art in public spaces throughout the City of Meridian and since 2015, since the ordinance was passed, we have installed 85 pieces throughout the city and we currently have another 15 projects in the works. So, we have made a lot of progress over the past number of years. So, in 2015 the population of Meridian was about 91,300 people and in 2022 the population was estimated at 133,400, which is about a 46 percent increase. I don't have to tell you, you know we have had a lot of growth in the city over the past seven years and as the population has grown we have also seen an increased interest in public art, not just in Meridian, but throughout the Treasure Valley really and at this point the Meridian Arts Commission feels that more funding is necessary to support public arts budget, which will attract a wider interest in artists and in -- in the project ideas that -- that we receive. So, Meridian Arts Commission is proposing to amend the MAPS Ordinance to remove the 50,000 cap on funding and this will allow funding levels to be commensurate with the population levels in Meridian and also to grow as the city

continues to grow. So, thank you so much for your time and I'm happy to answer any questions that you have.

Simison: Thank you, Jessica. Council, any questions? Or comments.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: You know I'm going to comment on this one. I'm so proud of you both in this growing arts community in Meridian. I think this is the right time to follow through with what you are recommending. Thought of another way -- it's almost as if there is a -- you could think of it as a level of service. Our community has grown so much in population and geographically that -- that in order to provide these opportunities for the arts to our community it's spread out amongst more folks and amongst -- amongst -- amongst bigger cities. So, by removing this cap it -- it in some ways allows us perhaps merely to maintain some level of opportunities that we have been doing, just dispersed amongst the bigger community. So, we have received great feedback from the business community and from our citizens that appreciate having this as a component of our city. I have heard a lot of good feedback and our Arts Commission does phenomenal work with very limited resources. So, this is -- it's a relatively small financial figure, but I think it's a -- a strong commitment and message to the arts community that it's an important part of who Meridian is. So, I appreciate the Commission bringing this forward. I'm fully in support.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Yeah. Councilman Borton used a word that I think aptly sums it up and that's to maintain. We are growing rapidly. We are expanding. We have got more parks coming out and expanding parks, doing different things. So, this really is a maintenance budget for -- for the Arts Commission. So, I think it's needed and certainly supported.

Strader: Mr. Mayor?

Simison: Councilman Strader.

Strader: Thank you. Yeah. I'm supportive of this as well. I think it's an important part of our development as a city as well and supporting our economic development. It's a modest amount. I appreciate maintaining that, but having it reflect the changing city and how much bigger we are. So, I think it makes sense. Thanks.

Simison: Thank you. Council, any further questions or comments? All right. Thank you very much for that item.

12. Parks and Recreation Department: Public Art Update

Simison: And with that we will move on to Item 12, which is the Parks and Recreation Department Public Art update.

Schiffler: Thank you, Mr. Mayor and Council Members. I had actually meant to give this up before the MAPS ordinance, but I just wanted to give you an update on many of the projects that we have been working on recently and are underway. So, many of you probably know about the traffic box series. It's probably one of the most popular programs. These are a few that were installed last year and we have ten wraps ready for installation this year. Here are the ones that were selected for -- from the repository. Five pieces. And here are the pieces from the West Ada School District youth, three of which are sponsored by MDC. They would be happy to sponsor more, but they have to be within their urban renewal area, so there were only three -- three that remain unwrapped or need to be updated. We also have murals underway. This is one -- hopefully you have seen this one as you drive by Meridian Cycle. It's a great piece that was installed last year. This is the one -- and this is an agenda item, because the -- or an easement with the library that, hopefully, you will approve. This is for the Unbound Library. It was great working with the library on this. As you can see there is kind of a -- a gal on the right working on an iPad and a robot on the left reading a book and you can kind of see the flipping motion through it. So, it's a great way to sort of think about that sort of library and the technology aspect. And this is planned for installation, assuming approval during Art Week, which is next month, September 7th through 9th. This one is for -- is planned for the Meridian pool. So, working with the West Ada Recreation District to put this on the east facing wall of the pool, which is a highly visible area across from Storey Park. Another mural project, which I have been really excited about, the skate park at Tully Skate Park, that had a mural project that was instigated by an arts commissioner and a school. It was an alternative school, a youth project, but as you can see it's a little bit older and maybe needs an update. So, this project is partnering a professional artist, Miguel Almeida, who happens to also have skated at Tully Skate Park in his youth, with a youth apprentice. So, we had a call to artists and had a youth apprentice apply and they have submitted -- they submitted three designs and the design review panel selected one of those designs to work with and these are the ones ready for installation. The -- the one on the right is by Miguel, the professional artist, and, then, the one on the left is the youth apprentice Macy Ratzesberger and she's a senior student at the Idaho Fine Arts Academy and does amazing work for a high school student. We have some sculptural projects underway at the Five Mile Creek Pathway Trail hub and this is the -- the site that -- the city's first gateway to the Five Mile Pathway and one of the priority pedestrian routes. We put out a call to artists for an RFP with an increased budget to 50,000 and this was a national call to artists and we had 32 people apply, which is the most Meridian has ever seen. We had national and international artists apply to that and four artists are currently under contract to develop proposals for this. So, the next couple slides I'm just going to show you some of the work by those artists. So, these are not being proposed for this site, this is just their previous work, so you have to use your imagination to think what they might propose. Andrew Kovacs from California does these very colorful installations. Has done a lot of pieces in deserts. So, you can see the

cactuses and very colorful. Miguel McLaughlin. His -- these are bronze pieces and I was surprised by some of his price points, because I don't know if you know, but bronze has increased exponentially in price. I used to be an art appraiser before this position and it's -- so, he -- he will have something proposed and hopefully it's on the scale that these ones are. Eileen Gay is from Nevada. These are -- you might not be able to tell from the images, but these are mosaics. Also really impressive work. And Steve Parker from Texas. These are -- have some musical instruments. That middle piece is actually up in Ketchum, if you have ever been in Ketchum and recognize that one. So, these artists will all be sending in proposals in September and the design review panel will select a piece. So, we will have something really interesting at the trail hub. So, what's next? The Public Art Committee has identified Discovery Park phase two as the next site of a big public art project and this has kind of been in the plans for a while with a bigger budget of 150,000. This call will ask artists to create sort of an interactive or educationally focused project following the theme of discovery for Discovery Park and the artist will be asked to create either a larger, more site integrated work, or two to three standalone pieces that relate to each other. Thank you. Thank you so much for allowing me to let you know about our really great projects in Meridian and stand for any questions.

Simison: Thank you, Cassandra. Council, any questions? Good job? Thumbs up for -- in this case you can see the screen from a few. So, appreciate it.

Schiffler: Thank you.

13. Parks and Recreation Department: Public Art Easement Agreement 722 E. 2nd St.

Simison: All right. And one more. Item 14, Parks and Recreation Department public art easement agreement for 722 East 2nd Street.

Schiffler: Mr. Mayor and City Council, as you saw in the last presentation, the plans are underway for the Unbound Library and hope that you approve the easement.

Simison: Council, any questions or comments? All right. Thank you very much for all the information you provided and all the work that you all are doing for the community and how you define our streets with -- with your time and energy. Thank you.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, do you want the -- the MAPS ordinance on next week for your agenda approval?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. I think that would be appropriate --

Nary: Okay.

Hoaglund: -- to do that.

Nary: We will put it on. The easement agreement you can approve tonight.

Simison: Okay.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Question for Mr. Nary. We just need to make a motion on the Public Art Easement Agreement and we can move that forward. So, I would move that we agree to the Parks and Recreation Department's Public Art Easement Agreement at 722 East 2nd Street for the public art that will be displayed there.

Strader: Second.

Simison: I have a motion and two seconds to agree to the Public Art Easement Agreement. Is there discussion? Mr. Nary, do we need a roll call? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the agreement is agreed to. So, thank you very much and congratulations.

MOTION CARRIED: ALL AYES.

Hoaglund: And Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: For the record, Councilman Cavener had joined us during that conversation, so --

Simison: Nice catch. I saw his face, but I didn't remember to make the notation, so -- with that we have reached the end of our agenda for the work session. Do I have a motion?

Hoaglund: Mayor, I move we adjourn.

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

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 4:55 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

_____ MAYOR ROBERT E. SIMISON	_____ DATE APPROVED
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ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM **TOPIC:** Approve Minutes of the August 16, 2022 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:00 p.m., Tuesday, August 16, 2022, by Mayor Robert Simison.

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

Also present: Chris Johnson, Bill Nary, Tracy Basterrechea and Joe Bongiorno.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is August 16th, 2022, at 6:00 p.m. We will begin tonight's City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Next item up is the community invocation, which tonight will be delivered by Pastor Vinnie Hanke of Valley Life Church. If you would all take this as an opportunity to join us in this invocation or a moment of silence and reflection.

Hanke: Mayor, Members of City Council, thank you for the opportunity to be present with you and to pray for you. God, I thank you for the City of Meridian. I thank you for the opportunity to live here with my neighbors and I ask that you would be present with the City Council as they perform their work this evening. That you would help them to listen to the members of their city well as they speak, to consider the matters of business with wisdom and discernment and discretion and that peace, patience, and kindness would rule the city. God, we ask that the things performed by the City Council would be glorifying to you and good to others and we ask this through the name of Jesus Christ, Amen. God bless you all tonight. Thank you.

ADOPTION OF AGENDA

Simison: Thank you. Next item up is adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move adoption of the agenda as published.

Borton: Second.

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

MOTION CARRIED: ALL AYES.

PUBLIC FORUM – Future Meeting Topics

Simison: Mr. Clerk, do we have anyone signed up under Public Forum?

Johnson: Mr. Mayor, we do not.

ACTION ITEMS

- 1. Public Hearing for Ordinance 22-1988: An Ordinance Amending Meridian City Code Section 1-7-1(c) Concerning City Council Seats; Amending Meridian City Code Section 1-7-1(e) Concerning Staggered Terms; Amending Meridian City Code Section 1 7 11(b) Concerning Duties and Powers of the Meridian Districting Committee; Adding Meridian City Code Section 1-7-11(i) Concerning Modifications to City Council Seat Numbers; Voiding Conflicting Ordinances and Resolutions; and Providing an Effective Date**

Simison: Okay. Then we will move on with our Action Items first. First item up is a public hearing for Ordinance 22-1988. We will open -- well, we will continue this public hearing with comments from Mr. Nary.

Nary: Thank you, Mr. Mayor, Members of the Council. Basically I think to help clarify, there has been a little bit of misunderstanding in the public on this -- on this ordinance and what the impact of it is. I did read the comments online and many of the comments online clearly don't understand what's being proposed here. There is no -- there is no intent by this ordinance to change the districts, as already been determined by the districting committee. There is no change in the boundaries or any of that. All of that was done pursuant to Idaho Code and that's going to remain the way it is. All that's being proposed here is to change Seat 2 to Seat 1 and Seat 1 to Seat 2. That's just the label of those seats that would, then, be representing the corresponding districts that go with those numbers and those people that the -- the -- the -- the Council Members in those seats live in those districts, which was what the intent of the statute was originally. So,

all that's getting accomplished by this proposed change is allowing every district in the 2023 election to elect a person within their district that lives within the boundaries of their district. So, the three that are remaining until the 2025 election will all reside in their districts and all the people up for election in 2023 will have to reside in those corresponding districts. So, there is no change or intent to change the districts, it is merely the seat number of Seat 2 and Seat 1 and, then, the election cycles will roll after that. So, again, as I have stated previously, the intent of the legislature always was once the city reaches 100,000 people that every member of the City Council be elected in districts. This will allow that process to take place sooner than later and that the entire city will, then, be distracted by the 2023 election. So, hopefully, that answers most people's questions. But most of the comments I saw and I -- I responded to in the last few weeks all seem to think this is changing the district boundaries and it is not.

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I appreciate that explanation. I think the public might be understandably confused at times. The legislature didn't do any favors in -- in dropping this on cities. I think one of the confusing pieces for me was just the reality that seat numbers that we have utilized over the last 30, 40, 50 years have been completely arbitrary. They don't relate or correspond to anything for any of us. We file for a seat and you pick a number and we are all the same representing the whole city. So, there is no significance to being in Seat 4 or 2 or 1. So, it's never mattered. The next election it starts to matter. So, that explanation that you provided seems to clear that up.

Nary: Yes. That was the intent.

Borton: Thank you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: So, the ordinance that's on the agenda this evening mentions in the second whereas statement that Idaho Code and Meridian City Code, beginning with the 2023 general city election -- I didn't see in the state code where it mentions a deadline for this to be implemented, so I wanted to get Mr. Nary's thoughts on that.

Nary: So, Mr. Mayor, Members of the Council, Council Member Perreault, you are -- you are correct. The -- the intent from the legislature that was communicated through the Pro Tem Senator Winder, who was the one that brought this forward back in 2020, was to do this as soon as possible, recognizing with staggered election terms and the way elections function, that it would be difficult, if not impossible, to do this in one election cycle very

easily. So, he recognized it, but he didn't put a -- they didn't put a deadline for that purpose, because they knew with staggered elections that's problematic. This really accomplishes what was intended, which is in one election cycle all six -- all six districts will be represented by people within those districts. So, we are actually accomplishing it sooner. But you are correct, there was not a specific deadline it had to be done. It was the desire of the state to do it as soon as we could.

Simison: Thank you. Council, any other questions for Mr. Nary? Mr. Clerk, do we have anybody signed up on this item?

Johnson: Mr. Mayor, no one signed up in advance.

Simison: Okay. Well, if there is anybody here that would like to provide testimony on this item, if you would like to come forward at this time and do so, be recognized for three minutes. Mr. Chairman, thank you for joining us this evening.

Palmer: Thank you, Mr. Mayor and Council. Thanks for the opportunity to come this evening.

Simison: And state your name and address for the record for us.

Palmer: I should know that. It's in the middle of the summer, it's August, and I'm wearing a jacket, so -- Joe Palmer. I reside at 3239 North Dixon in Meridian and I also have a business property in downtown Meridian also. Just a little bit of background on what we did with House Bill 413, I believe is what it was. It's hard to remember them over a couple of years. There was two members of the public that came to me at the beginning of the session and it was right after the city elections had taken place and they were both a little bit distraught with that where they didn't feel like they were represented and those both live in Boise by the way. It's not Meridian. It was in Boise. And they came to me and, by the way, it was -- you know, it was basically bipartisan. One of them was a Democrat and one was a Republican and they were working together. They seen a problem and one of them knew me personally and so they came and met with me and said would you be interested in carrying this piece of legislation and I agreed, I said, yes, it's a great idea. I, then, went and talked to Senator Winder. He agreed also that was a good piece of legislation. We moved forward. We knew from the beginning it was extremely clunky. Everything that we do in the legislature there is always amendments, because -- you know how it works. Constantly we are going to have to amend and fix and change as things move forward. As we tried to smooth out those bumps as much as possible, there were hundreds of ideas that came through. Each one of them made it look more and more like the legislature would be more gerrymandering and trying to do things a certain way and that's absolutely not what I wanted. I want a representative government and I think what you have done with what you have been given has done very well. I knew it was going to be hard. Even on the next year after -- we have had two more sessions since then. People came and wanted to make changes. Each time we thought, oh, those are great changes, but let's kind of hold back here and wait and see how it's handled. Right now there is only the two cities that are having to deal with it. Boise has done it one way. I

think you have been very creative in what you have done and I think that's great. I think it's a good way of handling it, because you were having a problem that was hard to deal with. I would surmise that in the future we will probably make changes to this, so, you know, the redistricting committees or however that's going to be handled might come into legislation. The number might be lowered, you know, from 100,000. There were people from the beginning that said this should go all the way down. Well, obviously, some of those small cities don't even have enough people to run for the positions that they have, so that wouldn't work. It started at 25,000 and, then, immediately there was some problems with that, we moved it up to a hundred, and so I think we have a good start and I think the program that you have set aside is actually really well done for what you were handed. And I agree what you were handed was not easy, but it was not easy to make it easier and so we needed to all be able to work together and work through those problems and I think you all have done a good job on that. I would stand for any questions if you have any.

Bernt: Mr. Mayor?

Simison: Thank you, Mr. Chairman. Councilman Bernt.

Bernt: Mr. Chairman, thank you for being here this evening. What -- what -- what came about with the number of 100,000 population? Was that just an arbitrary number? Was that just sort of a middle ground number?

Palmer: Mr. Mayor, Council -- it's hard for me to -- to say that so the right words come out. It wasn't -- most of the states around -- most cities of 100,000 are in districts and that was the one that we found that was the most. There was a number of 25 and that's -- that's a pretty high -- you know, most -- there is a lot of them that are 25, too, but when it changed from 25 to 100 it brought in almost every city that's over 100,000 has it and so we just went with that level to start it out to see how it would work out. So, somewhat arbitrary, but we, you know, gained as much information as we could across the country.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Mr. Chairman, thank you for being here and -- and agreeing to answer some of our questions. I really appreciate it. It's good to have you here.

Palmer: Those are easy questions.

Perreault: Can you share more with us about the feedback you were receiving from the public in regard to wanting to have individual representatives for the areas that they lived in and -- I didn't hear anything from the constituents here in Meridian -- as I have served as a volunteer and when I was campaigning I didn't hear concerns about Meridian specifically needing districts. But can you share in more detail what the concerns were?

I'm not sure I trust the news reports I read about it. I would love to hear it directly from you.

Palmer: Mr. Mayor and Council, very little of it was coming from Meridian. I mean I hate to just pick on Boise all the time, but sometimes I kind of like to pick on Boise, obviously, so I will go ahead. Most of the problems were all coming from Boise and if you looked at Boise, their council were all in a very close relationship physically to each other and so the west side of Boise, which is very different than the, you know, south end side and the north -- philosophically we will say. They felt very left out, because they just can't ever get representation and they can't get people to even come and talk to them and so that's where it was coming from and these -- the two people that came to us were -- are involved in politics and they are more so now. One of them had ran for City Council and just felt like they -- as they went through all the meetings that they went -- go to when you are going through this process that we have all been through, you hear it from everybody and that's where they came up with it. She did lose that race that she was in, but she just felt like she wasn't -- she wasn't being represented very well where she was at from hers. And also the other one that was a Republican was for obvious reasons when it comes to Boise, that same situation, so -- and, then, more and more people started coming forward. Really, the only ones that really pushed back against it were elected officials at that point. Very few citizens came and testified against the bill. There was a few, but it was overwhelming the other side.

Simison: And if you wouldn't mind me adding on to that. I -- I can say some of the work in the Mayor's office for many years -- one of the common questions we would get at the Mayor's office is who is my City Council member. That didn't say that they were implying that they wanted a change in -- in style, but I think it's something that -- as a lot of people moved here from other parts of the country that had districts for the council members, they kind of assumed that there was someone who was their one person. So, it has been a question, but it wasn't like, okay, well, let's change it per se through those interactions. But it was common for people in Meridian to ask that question. Council, any additional questions?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I thank you, again, for -- for being here and coming out. I think it's fantastic. The more we could see our state representatives, the better on any issue. Gosh, just the --

Palmer: That's not what I always hear.

Borton: No. Because, seriously, it's awesome and if -- if we ever lob a bomb and say -- we complain about something, come tell us and we will talk. We just -- this communication is awesome. So, I appreciate it very much. I have never been -- I have been a fan of it and -- and just because you are here I will give a little answer face to face, is it just implies that if I'm in a district that my focus is more narrow and I'm too old school and been

around, that I just can't accept that the City Council role is representing the entire city and looking out for the city and I will always struggle with that. I think that's probably some of the pushback you got. It's not your fault. But it's maybe a mentality -- at least it's my mentality that you put me in a district it's -- boy, it's hard not to make sure the entire city is taken care of at all times. So, when you hear any remarks from me that this is frustrating to have dealt with it -- we will make it work for sure, best for the citizens, but it's tough to turn that mindset off, so -- which I know you could appreciate. You have been downtown Meridian. You understand that.

Palmer: If I may.

Simison: Absolutely.

Palmer: I understand where you are going from. I feel kind of strange in my job -- a lot of times people from Meridian are coming to me and they are like, wait a minute, you have this authority given to you as the chairman of the transportation to do all of this, why aren't you pushing more towards Meridian? Okay. Well, I feel like, you know, I do represent Meridian, but as the chair I have the whole state and so I kind of have two hats there and I have to walk that line, too, and I think that everyone can do the same thing.

Borton: Yeah.

Palmer: I think you can walk the line and you do represent the whole city. But I think it's easier to represent a smaller group of people at the city, too. I mean they both have their benefits and I don't have the perfect system, but hopefully we are getting -- hopefully we are always doing better.

Borton: Appreciate you coming out to talk through it. Yeah.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Chairman, sorry, I apologize I'm coming to you from Denver, Colorado, tonight. Because you have been so gracious with your time I won't ask any questions about the Linder Road overpass. I just wanted to say thanks for -- for coming to chat with us tonight and sharing some historical perspective. To Council Member Borton's point, your constituents are our constituents and we are all just trying to serve the same taxpayer and appreciate you taking a little bit of time out of your personal time to come chat with us this evening.

Simison: Thank you.

Palmer: Thank you.

Simison: Appreciate it. Is there anybody else present that would like to provide testimony on this item, either online or in the audience? If you are online, please, use the raise your hand feature or if you are here, go ahead and come forward at this time. Okay. Council, seeing no one else wishing to come forward and provide testimony on the item, I -- you know, before we close the -- the -- the public hearing I just want to reiterate my appreciation for your consideration of this request that I made. I did feel like this was the best way for the city to align the last election, as well as make it clear who will be elected in -- in 2023 and I feel like that at the end of the 2023 election we will have six Council Members representing six districts, all who have been duly elected and none who have been duly appointed at that point in time and I think that's the most preferred way to accomplish the outcome for the residents. So, thank you for entertaining this conversation and the dialogue and I look forward to hopefully positive action by you all on the ordinance section later when it's considered.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: To that point, before I close the public hearing, we do have an agenda tonight and I know there is one issue that may take quite a bit of time and we have done this before, we could, after we close the public hearing, take up Item No. 5. I think the legal is -- is in agreement with that and -- and vote on that. That way the issue is done and people can move about instead of either staying here or being online all -- all night. Who knows when it gets -- gets over. So, if -- if that's okay with everybody I would -- I would move that we close the public hearing on Ordinance 22-1988.

Borton: Second.

Simison: I have a motion and a second to close the public hearing on Ordinance 22-1988. Is there discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: ALL AYES.

ORDINANCES [Action Item]

- 5. Ordinance 22-1988: An Ordinance Amending Meridian City Code Section 1-7-1(c) Concerning City Council Seats; Amending Meridian City Code Section 1-7-1(e) Concerning Staggered Terms; Amending Meridian City Code Section 1 7 11(b) Concerning Duties and Powers of the Meridian Districting Committee; Adding Meridian City Code Section 1-7-11(i) Concerning Modifications to City Council Seat Numbers; Voiding Conflicting Ordinances and Resolutions; and Providing an Effective Date**

Hoaglund: Well, Mr. Mayor, just a quick comment on this. I -- I appreciate the Citizens Committee doing the work that they --

Simison: We are moving on to Item 5?

Hoaglund: Item 5, yes.

Simison: Which is Ordinance 22-1988. Would like the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. It's an ordinance amending Meridian City Code Section 1-701(c) concerning City Council Seats. Amending Meridian City Code Section 1-7-1(e) concerning staggered terms. Amending Meridian City Code Section 1-7-11(b) concerning duties and powers of the Meridian District Committee. Adding Meridian City Code Section 1-7-11(i) concerning modifications to City Council seat numbers. Avoiding conflicting ordinances and resolutions and providing an effective date.

Simison: Thank you. Council, you have heard this ordinance read by title. Is there anybody that would like it read in its entirety? With that, do I have a motion or the discussion afterwards or do we want discussion prior to a motion?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Discussion prior to motion would be great.

Simison: Okay. Is there anybody that would like to be recognized for discussion prior to a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. I appreciate the committee that worked on this. We asked them to -- to draw the lines without knowing where -- where we lived and -- and do it in that -- in that manner and that's the right way to do it. You know, if -- if we wanted to gerrymand I had constituents in my neighborhood who -- who would -- would object to the lines, because my parents live in the same subdivision that I do and they drew the line on the collector road -- they live on the other side of the street, you know. So -- but -- but they did -- they did a good job. It's about the math. It's about where we serve and -- and making it equal and -- and meeting the law and what's required. I read all the comments that came in, the e-mails, and as -- as -- as -- as our attorney has -- has noted, there -- there was some misunderstanding what we were trying to do. It wasn't removing the lines or changing the lines, it was just trying to implement this as quickly as possible in the 2023 election and not waiting to 2025 and this was the way to do it. If we had to do it over again I think we

would -- but this is our only opportunity that we have done this. Maybe after they drew the lines, then, look at it and say, okay, then add -- put the numbers where it makes the most sense, because this kind of made it a little -- little awkward where someone in a living -- not living in their district -- in the district, but they would represent that district, even though they lived in a different district and I -- I think to me good government is not causing confusion among its -- among its citizens and that was just kind of an unusual situation that we are just trying to rectify here. Nothing else. Everyone who is up in 2023 they have to stand before the voters. It's up to the voters. It doesn't change that. Same in 2025. We are going to go about city business just the normal way. So, I just think it's a good thing to do it. It creates certainty in the process and it's done the right way and, like I said, I appreciate the citizens who served on that commission and -- and doing that work.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Maybe just to add on on Council Member Hoaglund's comments. Mr. Mayor, I want to commend you. I think the process that you laid out for this was incredibly transparent and communicated directly to our citizens for your intent. You know, I think we all saw a lot of e-mails from some individuals who were misinformed about what the intent was of this and I know, Mr. Mayor, you took some -- some heat from some of those citizens thinking that -- that we weren't taking action at a certain time, that -- that they had been led to believe that we were taking action and this was all done because we wanted to communicate this to the public. Council, you know, we could have waived some of the readings and expedited a decision and we were really intentional in hearing from the public, which I think is so much in line with the Meridian Way and I just want to thank you and commend you, Mayor, for leading that from the out -- outset on this is as that's how we wanted to handle things and give the public ample time to communicate about their feelings on this.

Simison: Thank you, Councilman Cavener. Council, any additional comments before a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I want to echo some of the same comments that my fellow Council Member Hoaglund made. I just wanted to say thank you to the citizen led committee that put this together. I think that they did the very best job that they ever could have. They were charged with a certain purpose and I think that they went above and beyond and -- and did a great job and that's what we asked of them and -- and as other committees that have come before them and other communities that will come after them, I think that they did the best possible job they could have done. Although I was one of those elected officials from the beginning that wasn't a huge fan of this -- of this law, I'm somewhat like

Councilman Borton, I -- I look at the City of Meridian as a whole and I feel like even as a City Council Member in these districts going forward, I have no doubt that we will continue to make decisions that are in the best interests of the entire population of Meridian, not necessarily those who are in our respective districts. I hope that the repercussions that come -- that will come from this are positive and -- like anything in life and -- you know, when we are given a lemon we make lemonade. That's our attitude and how we approach everything. So, with that said for -- for me it was a matter of just -- just real simple, I guess. Just which -- which ordinance is better? You know, which -- which ordinance is going to benefit the citizens of our community the best and that's -- that's honestly how I have looked at it and I appreciate all of the citizen interaction. I appreciate all those who came and testified. I appreciate all the letters and -- and the outreach that -- that has happened up until now. That's what Meridianites do, we get engaged, we care, we get involved and, you know, sometimes we may not agree all the time, but we agree most of the time and -- but at the end of the day what's most important is that you care and -- and that's -- and I -- and I thank you for that. But looking at the two ordinances put together, I believe that -- that the -- the ordinance that has been proposed by the Mayor is -- makes sense at the end of the day for -- for our -- our community and it will -- I think that it will accomplish the letter of the law having every district in our city be represented in this next election cycle and so for that purpose, simplistic as it is, is the reason why I'm in favor of this adopted resolution. Ordinance. Excuse me.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Cavener: Thank you. I had explained in our previous meeting, but I will explain again. I'm going to abstain from voting for this ordinance. I -- I do think it makes good sense, but I feel that it is a direct conflict of interest for me. It is specific to my seat and it is specific to the district that I represent and I -- I feel better about it personally by abstaining from voting for it. Thank you.

Simison: Thank you.

Perreault: Mr. Mayor? Council Woman Perreault.

Perreault: This one has -- has been a bit sobering for me. This is hands down probably the -- one of the top three or four decisions I have struggled with for the years that I have voted for the city and have spent a lot of time really seriously considering what this means, not just this -- the potential switching of the order -- of the -- of the district numbers like we are discussing tonight, but just all of the district -- districting -- it could significantly change our city. Really significantly change our city. And I -- that -- that has had me very thoughtful and as a resident of our city, you know, concerned about what things look like -- and I'm not saying it's going to change it for the -- the worst and that's not what I'm implying. But it could just really cause Meridian to look different and -- and so it's something that I have spent an enormous amount of time really mulling over and in the end -- initially I was not in favor of -- of voting yes on this ordinance. I felt like we should

leave it as the district commission had -- had decided it, but what it ultimately came down to for me was that it would leave a district unable to vote for an elected representative in 2023 and that had me really concerned, that we would leave any of the districts unable to vote for their own representative and so that's what it came down to to me after a lot of -- a lot of significant wrestling within myself about the right way to go about this and, yet, at the same time keeping our goal as Council to stay as -- you know, as -- as little involved in this process as we could. So, I -- I -- there is -- there is many factors. I won't get into all of them tonight. If anybody has questions about how I came to that decision I would be happy to answer them, but that's -- that's where I landed with this and I just have to say that there is a lot that's been said about our approach to this and our intentions with this and it's unfortunate that there is an assumption that's being made that this is -- that we are going about this in a self-serving way. I wasn't aware of this ordinance until it was announced publicly by the Mayor any sooner than any of you were. So, I don't know how there is an assumption there is an opportunity for Council to serve ourselves in that way. So, I just wanted to get that out there, because I want our residents to know that we have really approached this in a way as -- that's as neutral and beneficial to our residents as -- as we possibly can.

Simison: Thank you. Council, any other comments or do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we approve Ordinance No. 22-1988, an ordinance amending Meridian City Code 1-7-1(c) concerning City Council Seats, et cetera.

Borton: Second.

Simison: I have a motion and a second to approve Ordinance No. 22-1988. Is there discussion? If not, Clerk will call the roll.

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

Simison: Four ayes. One no. One abstains. The ordinance is approved. So, thank you all for your diligence.

MOTION CARRIED: FOUR AYES. ONE NAY. ONE ABSTAIN.

2. Public Hearing for Proposed Fiscal Year 2023 Budget

Simison: Council, as was already mentioned with the districting commission and local -- and community involved in this conversation. So, with that we will move back to Item 2, which is a public hearing for proposed fiscal year 2023 budget. We will open this public hearing with staff comments. Mr. Purser.

Purser: Mayor, Council, one moment here. You got to have a PowerPoint, so -- you know. Yeah. There we go. Thank you. Thank you, Chris. Well, we are here today to -- to talk about the FY-23 budget. It is the end of a -- of a long road, a long process. I appreciate everybody's involvement in -- in that. So, to begin with a -- with an agenda. You know, we are here to, you know -- first talk about -- in -- in -- in brief the overall process and, then, also the FY-23 proposed budget and what makes up that FY-23 budget. Our hope is to end with any questions and leave with your -- your approval of the FY-23 budget. As far as process goes -- and we started this in -- in February. You know, between meeting with Mayor, Council, initially over the line item budget, moving towards public -- budget workshops, a lot of engagement, a lot of discussion. Thank you. We are now towards the end of this process where we are seeking to get the approval of this proposed budget, so we can, then, begin to -- one, appropriate and, then, execute the -- the budget. So, looking at the total numbers. The total city budget for the -- for '23 is 219,724,039 dollars. Looking at the chart you will see on the left side the pie chart, you see a breakdown of how that breaks down from its different components, from a -- a personnel, from a carry forward, from an operating and you will see a kind of a tree chart on the right that tells you what departments make up the -- you know, the largest sections of that. So, looking at the -- the pie chart you can see that a large majority of this is with items that we have already approved in the carry forward capital, 39 percent of this budget is from items we have approved in prior years. The next up is the -- the largest is -- is the -- the personnel side of things. When we look at from a -- a department standpoint, you can see that the wastewater, police, and fire make up the -- the vast majority of the budget. As far as from -- from -- from a size standpoint. Now, if we -- if we turn and -- and look at the different components of it -- so, going down a layer, beginning with revenue, looking at the governmental funds. Governmental meaning our General Fund, our impact fees, and our public safety funds. When we tally those together we are looking at revenue of 86,919,571 dollars. A little over half of that comes from property taxes. Twenty percent of that comes from intergovernmental revenue. That's your liquor and your -- you know, sales tax revenues, licensing, permitting, impact fees and several others round out the total revenue. The total revenue for the governmental funds is the 86,919,571 dollars. Moving towards our expense side, you can see that total operating expense for governmental funds, which I just explained, you can see is 118,608,560 dollars. Looking at the pie chart on how that breaks out. The vast majority of that is in personnel. The next largest would be in your carry forward capital. That is items like the precinct we approved last year, the fire stations, those types of things. And, then, smaller operating -- you know, and other capital expenses. The largest departments in -- that make up the governmental fund side of the budget is public safety. Between our police and our fire that's -- that's over half of our budget. You throw in the Parks Department, with an additional 26 percent of the -- of the 118 million, gives you an idea of, you know, where the dollars for this are going to. If we look at things from a capital improvement standpoint, that is a standalone fund, this is -- this is new. We wanted to match the way we noticed the public. That way if there are any questions we -- they can easily follow along with what we -- what we have published. The capital improvement funds is really 14,349,315 dollars. That's when you look at it all in carry forward. So, those represent expenses that we have already approved in -- in prior years. That's your -- your precinct, fire stations, and that. So, you are seeing fire and police are really the only departments that are

participating on this item. When we look at our Enterprise Fund, the total revenue -- starting with revenue -- is 49,709,009 dollars. The vast majority of that revenue is in utility sales revenue, followed by our assessment revenue and we have some charges for service, garbage, administration round up the total revenue. You know, that was received by our -- the -- the Enterprise Fund. Public Works team. When you look at our inner -- the expense side of things, the total expense is 86,766,163 dollars. On this you can see the majority of that is in carryforward, about 42 percent. Looking at the -- the pie chart on -- on the -- on the left, followed by our, you know, capital and, then, personnel. Wastewater, looking on the -- at the tree chart on the right, is the vast majority of -- of where these expenses lie, followed by water at 33 percent. That, in summary -- very much a summary -- makes up the total budget of 219,724,039 dollars. As far as next steps go, we are seeking approval to establish the budget at that dollar amount. There is no foregone revenue. There is nothing to do there. At least at this point. With that approval we will, then, come back with Mr. Nary's assistance in -- in coming with an ordinance to make this a final. With that I will -- I will stand for any questions by Council, whatever you guys need.

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

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Are we looking to approve it tonight or are we just look -- like softly approve it verbally? Is that what you are looking for? Or are we waiting until there is an ordinance before us?

Purser: Mayor, Council Woman Strader, we are looking for an approval of -- of the budget. That way we can come back with an ordinance and -- to finalize it. So, we are looking for an approval.

Simison: Mr. Nary, would you like to elaborate on that?

Nary: Yes. So, Mr. Mayor, yeah, you are approving that budget number. You will have a public hearing. So, there will be -- you can't make it less than that, but that -- this is asking for that approval to bring the ordinance forward. You do have an opportunity -- there is an opportunity tonight for the public to weigh in, as well as with your ordinance you can allow a public comment again if you wish.

Simison: Thank you, Brad. Mr. Clerk, do we have anyone signed up to provide testimony on this item?

Johnson: Yes, Mr. Mayor. Terre Dennington.

Simison: Okay. Good evening, Terre. If you would state your name and address for the record and you will be recognized for three minutes.

Dennington: Thank you. My name is Terre Dennington --

Simison: Pull that down.

Dennington: Can you hear me? My name is Terre Dennington and I reside at 4581 West Big Creek Street in Meridian. 83642. And the comments I wanted to make was I just wanted to appreciate and -- all the -- all the work that you guys have done. Thank Chris Johnson for getting a printed copy for me, because I'm a very much -- you know, look at it and make notes, highlight, think about it, see what people are doing. So, I appreciated that. And, then, I also appreciated Brad Purser taking time to go through all of my comments and questions and things as I went through that budget. But all of the thought that went in from all of the departments was -- it was really interesting to just watch each budget item and read them and see what they were requesting, why they were requesting it, what they saw and what their needs were that were coming up. So, I thought that was great to see all of that coming across. I did want to make a comment about the fact that you guys were being logical in the city van, the maintenance van that you need, and the fact that the police van was available to compensate for buying a new vehicle. So, you were being -- between those -- being it -- using it wisely, instead of saying we are just going to go out and buy something, we are going to look within our own departments to see what we can use and be frugal and useful with the people's money. So, I thought that was great. I did have a comment on the water district, just to -- just because they are going to be -- their objectives are that they are going to be doing six additional wells that are going to be drilled by 2025 and so I just wanted to make a comment being very cognizant of water, because it's very precious and to be aware that we -- I know the city's growing and that we have all of that happening, but I think that they need to just be really well aware of what they are doing and how they are going to be using that water and not -- not waste it at all. The last comment was on the -- I wanted to know how the Comprehensive Plan of the city worked in conjunction with the comprehensive financial plan. It's just -- one, it's just more of a wish list and, then, what they are looking for is -- as you are looking out five years ahead, so I just wanted to kind of get a feel for how that worked. And that's all I have. Thanks.

Simison: Thank you, Terre. Council, any questions? Thank you very much. Mr. Clerk, do we have anybody else signed up?

Johnson: Mr. Mayor, that was -- that was the only sign in.

Simison: Okay. If there is anybody else who would like to provide testimony on the budget at this time or online, if you would like to come forward or use the raise your hand feature on Zoom. Seeing no one coming forward or raising their hand, Brad, do you have any final comments?

Purser: Not at this time, no.

Simison: Okay. Then with that, Council?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I'm going to give a -- I think that last comment from Terre was a question. So, here is kind of a snapshot answer I will -- I will provide on that. The Comprehensive Plan identifies the -- the land uses that we anticipate, will -- as we grow and expand outward, how those would -- how the land will be intended to be utilized and zoned when it is ultimately annexed into the city and, then, with that we look at how we develop our existing levels of service for public utilities, public safety, things like that and we determine what the long-term capital costs are to maintain those and serve the citizens as we grow over a designated time frame. So, we create a -- a financial plan that tracks how we are going to spend these large capital expenditures to meet the growth of our city in accordance with the anticipated land uses that our Comprehensive Plan designates. So, those two somewhat marry together. So, year over year we are kind of tracking and budgeting -- not only to make sure we can cover the current fiscal year's issues and needs, but also knowing that we have got upcoming expenditures in future years. So, it's -- the tools work well together and that's a very general explanation of how we use them. Does that help? Okay. Thanks for asking it.

Simison: Thank you, Councilman Borton.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Real quick with the mic. The budget process is a ton of work from Finance and just hearing comments that we did tonight, some praise for our staff, the things that are -- maybe seem small are really important to all of us up here, in talking to our citizens one on one, answering questions, making sure that not only the electeds are available, but our staff is available from the start to finish and this has been probably eight months -- you are about ready to start next year's. It is long and -- and plodding. It's very public and very purposeful and you all do a great job. Todd, your whole team, it's great leadership that you are providing and just hearing a citizen say thank you means a lot, because we know that's really important to all of us. So, lots of public meetings to discuss this and vet this publicly. We have all heard from citizens, neighbors in grocery stores and at -- at meetings like this. So, I think it's culminated into a very sound and defensible and appropriate budget for the city in maintaining levels of service that our citizens deserve and expect. That is critical. That's something that Meridian is not going to change. The big things are the big things for us. Public safety, safe community, extremely efficient and effective and clean water and sewer. Beautiful parks. It may seem simple, but there is a lot of work that our entire city team does to make Meridian Meridian. It's the best city in the state bar none. Funding it appropriately, as our citizens expect and deserve, is a key part of that. So, you got to have the best people. We do. And you got to fund them appropriately to be exceptional at what they do and I think this budget helps accomplish that. So, thanks to the team for great work.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: No one -- no one speaks more eloquently than Council Member Borton. So, I have nothing to add, other than the fact that above and beyond what our -- our financial department does and leadership by Director Lavoie, hats off to the rest of our staff and directors and the leadership that they provide. You know, every meeting that I have been in we talk about the people's money. It's never our money and -- and a lot of times it's really easy to look at budget as -- I don't know -- quasi-monopoly money, because it's not really tangible in our own bank accounts and so -- but that's not how we operate and that's not how I have ever seen any member of any level of staff approach the budget. We -- we approach the budget as the people's money and hats off to our leadership team and the fine work that you all do.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: I appreciate the work by Finance Department. That's always very thorough and all the departments and the work that they go through and it's -- it's quite the process that you kick off with your departments, Mayor. And I just wanted to note that this is a public safety heavy budget, as it should be. I -- we are a growing community, we have grown rapidly and we certainly need personnel to -- to staff that and that comes into the realm of the public safety area. You know, we are -- we have undertaken building two fire stations, as well as a north Meridian police precinct. We have to staff those and when you count up the numbers total for fire and police that's 46 people that we will be hiring in this next fiscal year. That's a huge number. But we are facing unprecedented growth. And -- and that also includes Mayor -- Council agreed with your recommendation that we needed six SROs, school resource officers, to staff our elementary schools within our -- within our city boundaries. You know it -- it's unfortunate we have to do that, but it's necessary in -- in -- in the world today and -- and what we see happening around the country, but it was -- it was -- it's the right thing to do and -- and we -- I -- I definitely support this -- this budget and it is a lot of money. We are very cognizant. It -- this isn't other people's money, this is our money as well. We are residents. We pay the property taxes. My parents pay the property taxes. My kids with my grandkids pay the property taxes and, you know, it -- so, it becomes a family budget and that's how you approach it. You know, it's -- it's important to maximize our resources, do what we can, what we have to do, but at the same time doing it as efficiently as possible. So, I appreciate your efforts, Mayor, in -- in putting this together and for the Council's work. We serve as liaisons to different departments and we sit down with them and go through their budgets. It's a lengthy process, but it is very thorough. So, appreciate everyone on Council who -- who do that work as well. It's -- it's good work. So, I'm certainly in support of this budget.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I'm happy to make a comment as well. Just -- you know, I'm -- I'm proud of this budget. I think a lot of hard work went into it. It's a frugal budget. You know, there is not a lot of fat in here. I agree with the comments that it's a public safety oriented budget and especially I appreciate the prioritization of the new SRO positions. I -- I think it's incredibly important that we do what we can as a city to keep our kids safe, especially at school right now in this environment, and so I just really appreciate you putting that in there and -- and feel really good about this budget. Happy to make a motion at some point, but I will -- I will check if others have comments as well.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I'm happy to keep my comments brief. I think my colleagues have captured a lot of -- of my feelings. Yeah. We are -- we are a blessed community and, Mayor, you are blessed to have the best staff in the country, the best directors, the best Finance staff. I think Brad does the Finance Department disservice by putting up just one slide that shows the time and attention they put into putting forth our budget. Their efforts make our city look really really great and as a -- as a taxpayer, as a resident, as a Council Member, I'm -- I'm very very proud. I know we all are. I will cut kind of to the chase for -- for where I will sit tonight. It probably won't come as much of a surprise. When we were in our budget hearings I voiced the concern about 70 million dollars in unallocated revenue and I have struggled with supporting a budget that continues to take the three percent property tax increase until we have acknowledged what we are going to do with that 70 million dollars. Meridian residents we -- we see the cost of -- of groceries, of our utilities. We have had Republic Services before us tonight with a -- with a rate increase. We are likely headed into a recession and to me I do not think that now is the right time for us to be increasing taxes while we continue to have that 70 million dollars sitting in our piggy bank. So, while I appreciate the effort of the Council, the Mayor, our amazing staff, it's not a budget that I can be in support of tonight.

Simison: Thank you. Council, if I could just say from my perspective -- and thank you to you all. You all have made this budget better. I know -- I know this budget required you a lot to go out on -- take some pretty good big leaps with the number of personnel, with the capital expenditures, the investment in all of our employees. This is not insignificant, nor lost on me, but you ask good questions, you are part of the process and as I say I think this is a better budget today than when it started and I think it will continue to provide the services that our residents need, expect, and the tools that our employees need and deserve to provide the level of expectations of services to our community. So, thank you for your diligence, commitment and involvement in that process. And with that I would be happy to take a -- any action.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we close the public hearing.

Cavener: Second.

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

MOTION CARRIED: ALL AYES.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I will make a brief comment and, then, a motion. The reason we have the city we have today is a result of the accumulative budgetary actions that came before us; right? And it's hard to take the three percent, but I think it's been outlined in this budget very clearly how incredibly critical it is for our public safety that we do so and with that in mind and that reasoning and all the good reasons that every Council Member has brought up, I would like to move that we approve the proposed fiscal year 2023 budget in the amount of 219,724,039 dollars and have that brought back to us by ordinance at a future meeting.

Borton: Second.

Simison: I have a motion and a second. Is there discussion on the motion? Mr. Cavener, would you like a roll call?

Cavener: Yes, please.

Simison: With that Clerk will call the roll.

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

Simison: Five ayes. One no. And the motion is agreed to and we will see that back here on September 6. Thank you all. Todd, please give our best to the entire team for all their work.

MOTION CARRIED: ALL AYES.

- 3. Public Hearing for Julie Rivers Office Condominiums (SHP-2022-0009) by Julie Rivers Development, located at NE Corner of W. Ustick Rd. and N. Linder Rd.**

- A. Request: Short Plat to condominiumize eight (8) office buildings for ownership purposes.

Simison: Council, next item up is Item 3, which is a public hearing for Julie Rivers Office Condominiums, SHP-2022-0009. We will open this public hearing with staff comments from Mr. Dodson.

Dodson: Thank you, Mr. Mayor, Members of Council. Good evening. Hopefully mine is a lot faster than the others -- other presentations. As noted it is a short plat, a very simple condominium plat, which subdivides the airspace. The land and everything beneath staying the same. The site consists of approximately four acres of land. It's already zoned C-C, located at the northeast corner of Linder and Ustick Roads. Property received development agreement modification in 2021 to amend the concept plan for this site that had a different layout of commercial buildings and instead proposed this layout, as you can kind of see on the left picture. All eight buildings have received administrative, as well as building permit approvals, so they are currently under construction. If you drive down Linder you can't miss them. This short plat request is to condominiumize each office building into four tenant suites. So, eight times four is 32, so it would be 32 condos for the purpose of ownerships. Staff has reviewed the proposed short plat and deems it to be compliant with our UDC 6-B-5-A and after that I will stand for any questions.

Simison: Thank you, Joe. Council, any questions for staff? Okay. Is the applicant here? If you would like to come forward, state your name and address for the record, be recognized for up to 15 minutes.

Waters: Mr. Mayor, Council, my name is Justin Waters and I live at 3703 West Bismarck Drive here in Meridian. We -- as Mr. Dodson explained, we are getting close to actually finishing some of the buildings and so we are now ready to -- to get our plat recorded, so that we can continue to close these buildings to those who have purchased them from us. So, I think they are -- they are -- they are nice buildings. They -- they look -- they will look nice and -- and add a nice -- add some nice businesses for the area. There has been a lot of excitement in these buildings for small, medium sized businesses to be able to have their own space. Thank you.

Simison: Thank you. Council, any questions?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: So, 32 units, eight buildings, it's possible to have 32 different owners of these condos. How is it going to work with the maintenance for the entire community? I assume there is going to be some sort of business association that will manage that. What happens if you have, you know, some of these owners that don't pay their dues, don't participate in the way that they need to, what -- how is that going to look when you have

one building that maybe isn't kept in the same condition as another or -- it's kind of what we run across when we have these kind of buildings that have multiplicity of -- of owners versus tenants, which usually will have a property management company that's managing them, but you are selling these, what's that going to look like for the upkeep?

Waters: Yeah. It's actually a lot like what you just explained. It has a -- an association that will have a property management company that will run it and the -- the nice part about what you had brought up is that the association actually owns the exterior of the project and so it will be maintained equally at a -- at a level that will be up to standards, because the ownership of the actual units for each individual owner is only the inside of the building, so --

Simison: Council, any additional questions?

Bernt: Mr. Mayor, I know this has nothing to do with --

Simison: Councilman Bernt.

Bernt: I know -- and my question isn't going to be -- is not what we are voting on, just -- just -- I just -- I'm wanting to know are -- are these units going to look exactly like what this picture looks like?

Waters: Yes.

Bernt: Identical?

Waters: Yeah. The -- I mean the tile is a little bit -- looks a little bit different in real life, but -- like more of the texture of it looks a little bit different, but it's -- it's 98 percent like that.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: I -- I will respond to Councilman Bernt, because this is a half mile away from my house and I drive past all the time. I actually think they look better than what the picture depicts.

Waters: Thank you.

Hoaglun: It's -- it's a little soft. It -- it just looks better than that. It just seems a little harsh than what they look -- really look like when you drive by, so --

Waters: Thank you.

Simison: Thank you. Council, any additional questions for the applicant? Okay. Thank you very much.

Waters: Thank you.

Simison: Mr. Clerk, anyone signed up to provide testimony on this item?

Johnson: Mr. Mayor, I did not check in the back, but no one has signed up online. I will go get that now.

Simison: Okay. Is there anybody here that would like to provide testimony on this item or online? If you would like to provide testimony on this item, please, use the raise your hand feature on Zoom. Okay. Seeing no one coming forward to provide testimony, does the applicant waive their final closing comments? Applicant will waive their final closing comments. So, Council, I will turn this public hearing over to you for disposition.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: It seems like a straightforward request. I think the buildings look nice. It's pretty much underway. It's just a question of ownership. Happy to make a motion that we close the public hearing.

Hoaglund: Second the motion.

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

MOTION CARRIED: ALL AYES.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: After considering all staff, applicant, and public testimony, move to approve file number SHP-2022-0009 as presented in today's staff report and just wish you luck on your project. It seems like a nice looking project.

Hoaglund: Second the motion.

Simison: I have a motion and a second. Is there discussion on the motion? If not Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to. Thank you very much and good luck.

MOTION CARRIED: ALL AYES.

4. Public Hearing continued from April 26, 2022 for Black Cat Industrial Project (H-2021-0064) by Will Goede of Sawtooth Development Group, LLC, located at 350, 745, and 955 S. Black Cat Rd. and Parcel S1216131860

- A. Request: Annexation of 126.57 acres of land with R-15 and I-L zoning districts.

Simison: Council, next item on the agenda is Item 4, a public hearing continued from April 26th, 2022, for Black Cat Industrial Project, H-2021-0064. We will continue this public hearing with staff comments from Mr. Hood.

Hood: Thank you, Mr. Mayor, Members of the Council. I am presenting tonight on behalf of Alan Tiefenbach, which, if you hadn't heard, Alan -- we lost Alan. We are going into our second week now. He's moved on to greener pastures in Montana. So, I want to thank him for his service. He left us in a pretty good position, but I am covering this project for him this evening. The application before you is a proposed annexation of approximately 127 acres of land currently zoned RUT in Ada county. It's located primarily on the west side of South Black Cat Road, but there is about one acre located on the east side, which you can see in the -- on the vicinity map on the screen now, which makes this property what's -- that's to be developed contiguous to existing city limits. So, we got I-84 to the south. West Franklin Road is just to the north of the site. The annexation request originally included approximately 130 acres of land in the proposed I-L zoning district to allow an industrial development of more than 2,000,000 square feet and annex that one acre of property I just mentioned and called your attention with R-15 zoning. So, primarily I-L, but the one acre property on the east side of the road is proposed for R-15 zoning. The annexation boundary has been reduced by approximately 3.6 acres due to one of the owners rescinding their permission to annex and you can kind of see that parcel here that -- when the application was submitted. It's about a three acre parcel, but once you account for the right of way for Black Cat, it was roughly three and a half -- or 3.6 acres, but about a three acre site if you exclude the right of way they have rescinded. So, should the annexation request be approved that would result in a roughly, again, three acre county enclave, surrounded by the proposed industrial development in the future. I will also call your attention on the revised site plan -- and we will get there in a couple of minutes -- the potential fire station site that was located on the northeast side of the property has also been removed from the conceptual site plan. The Comprehensive Plan future land use map designations -- there is actually three on this property. The one acre on the east side of Black Cat is designated for medium high density residential and, then,

about a third of the property is designated for mixed employment -- or, excuse me, low density employment. So, that would be largely the property along the frontage of Black Cat and, then, mixed employment, which is roughly the west two-thirds and, then, along the Interstate has that mixed employment designation. As noted on your agenda for this evening the project was continued from April 26. It was actually on the March 1st agenda as well, continued largely to allow the applicant more time to address traffic and infrastructure improvements and craft DA provisions and findings. The applicant has prepared those draft DA provisions and findings to be included in a development agreement if the subject annexation is approved by Council. Since the last continuance staff has met with the applicant and prepared a memo that provides commentary regarding those draft DA provisions. Because staff and the Planning and Zoning Commission recommended denial originally, DA provisions and findings for approval have not been prepared for this project by city staff. I do want to call to your attention a couple of other things. Today ACHD provided a clarification e-mail on the Franklin Road improvements between Black Cat and McDermott. They sent us an e-mail, which I don't know if -- I sent it to the Clerk. It was late today, so I don't know if you have that -- if it made it in the packet or what, but I will just briefly summarize that from ACHD, just clarifying that, in fact, design for -- again, the Franklin Road improvements is in their draft budget to design the intersection at Franklin and McDermott and do the widening between Black Cat and McDermott. However, funding for that hasn't -- is not guaranteed yet, as the ACHD budget is on next week's actually agenda. So, on August 24th it's scheduled for hearing and adoption, so -- also just note that construction of those improvements -- so, that's design -- the -- the -- the funding for designing of those improvements and, then, construction of those improvements would likely occur between -- or around 2025 or 2026 or even potentially later. So, I wanted to just call that to your attention, too. Just a couple more things. Also today did receive an e-mail correspondence from the applicant. They provided me a memo from Kim Warren in our Parks Department that I hadn't seen before with some comments and, again, I will just summarize that. The Clerk has that as well. Hopefully it's in your packet, but if not it basically is -- includes a condition to have them construct part of a multi-use pathway network generally paralleling and along the -- the mid mile collector that runs east-west through the property and, then, they also attached to that same e-mail, updated findings and conditions document. I did not have -- did not perform a side-by-side analysis of that document, but you do have access to that, so if you want to see the latest and greatest of their proposal for, again, DA provisions, conditions of approval and facts and findings, conclusions, you do have that in your packet as well. And, then, finally, I'm not going to go into or explain, you know, all the concept plan and the elevations and the zoning. Again, this is the third time this has been on your agenda, but I do want to call to your attention a few of the -- the items in that memo dated August 3rd that Alan and I -- mostly Alan, but I did play a role -- I played a hand in crafting some of the -- the language in there. Just a few of the highlights or newer -- newer issues, if you will. So, DA provision number four and also DA provision number nine, they kind of both address the east-west collector. I'm going to go to this exhibit. I think it -- it really tells the story and some of staff's concern about the timing of that east-west collector. So, you can see the applicant is proposing -- blue is kind of first phase -- so, three phase project. First phase are the roadway improvement -- infrastructure improvements that are proposed by the applicant. Some of staff's concern

is we have had discussions with the property owner directly to the west and they are a large landholder there about developing that property as well. So, having that collector be stubbed to that adjacent property, so the extension of -- can -- can occur with development there is just something for Council to consider and, again, something that staff thinks is a good idea anyway. So, again, Exhibit B, DA provision nine and DA provision four all, to some degree, address that and that's on page -- starts at the bottom of page three and goes on to the top of page four of the -- the staff memo prepared for this evening and, then, DA provision number eight, the Rosenlof Drain, I don't believe this was discussed at the previous hearing. So, city code does require any irrigation lateral, canal that you are going to allow to remain open, that needs to be an explicit action by the City Council, so you will need to, please, if you are going to move this forward tonight, approve it, please, do address whether you want the Rosenlof to be tiled, piped, covered or if you are okay with them leaving that open. Just a couple of things more on the Rosenlof. So, again, the Rosenlof runs along the north boundary of this property. Generally it's split, you know, right on the property line. So, the -- the middle of the irrigation facility is half on the -- on the north property off site of this property and half on this property. I need to say this kind of -- I'm not too concerned about safety, meaning I'm not too worried with just the general nature of the land use here. I'm not too worried about kids getting in and drowning and those type of safety concerns we would have in a residential subdivision. The main reason, just to bring up the Rosenlof again, except for that you have to -- to make action on it -- is I am concerned about the potential connectivity of when the properties to the north develop and if we have this open drain and having to build bridges across, I just think there is going to be something to bring to your attention anyways, that if you allow it to remain open I think it's going to be more and more difficult to have this feel like a big project that's all integrated together and works together well if there is a fairly significant irrigation lateral that bisects this project from the -- the four, five, six other properties to the north that will redevelop over time as well. And this isn't in the document, but I do also want to just address or bring to your attention -- and I don't think it's intentional and maybe they even will -- again staff didn't craft conditions of approval, but that -- that three acre outparcel, we want to make sure that if this is the roadway network, the collector is right there just off site. They have a -- a drive aisle internal that's just missing that parcel, that we do provide some cross-access to that parcel from this project, so we aren't looking at another driveway or two to Black Cat in the future. So, there is not a site specific condition of approval, but, again, just something to think about with the removal of that three acres -- again, don't want that to feel like it's an afterthought and when -- and someday in the future they will annex and develop, don't want them to feel like they are a standalone project, that there is some -- at least sharing of access points to the arterial. So, with that I think I covered most of my comments. Again, staff, and the Planning and Zoning Commission did recommend denial. As of earlier today there was no new testimony provided in Laserfiche that I could find and with that I will stand for any questions you may have.

Simison: Thank you, Mr. Hood. It's nice to hear your voice back at City Council meetings, even under some unfortunate circumstances, but, Council, any questions from Mr. Hood?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Caleb, in regard to the ACHD 2023 draft budget and improving Franklin-McDermott intersection and widening that roadway, is that all an ACHD project? Are they going to have to coordinate with the city of Nampa to complete that? Because I don't know exactly where that boundary ends, if it's to the west of McDermott or not.

Hood: Mr. Mayor, Council Woman Perreault, it's a good question. The -- the county line does end there at -- at the intersection of McDermott. So, I imagine there is going to be some coordination. I don't know if that's Canyon Highway District or Nampa Highway District or who -- whose jurisdiction that is, but I imagine there is going to be some coordination with them and maybe you and ITD -- because State Highway 16 is getting real close in what they are doing with some of those improvements currently. But I don't think that's an obstacle that can't be overcome. But, yeah, just some coordination certainly.

Simison: Council, any additional questions for staff? Okay. Then would the applicant like to come forward.

Nelson: Good evening, Mayor and Members of the Council. Deborah Nelson. 601 West Bannock Street here on behalf of the applicant. Members of the applicant team are here with me this evening and may be available to answer any of your questions or jump in with any additional points. It has been several months since you have heard from us, so we -- I would like to start with a quick recap. As has been covered in prior hearings, industrial space is needed now in Meridian. The city has less than one percent vacancy of industrial versus 14 percent vacancy in office. This is both an immediate problem and a longer term problem, because there is no industrial land that's currently available for development and only a small amount is planned with access to services. Less than one percent vacancy means that new businesses cannot site here and expanding businesses may be forced to relocate outside of the city. You have received letters and testimony from area businesses talking about the inability to find needed space, including from Scentsy, Northwest Fulfillment, Infinity Pools and others. Also local jobs are needed now. Seventy-eight percent of Meridian residents currently get in their cars to drive to Boise, Nampa and further. The project meets the Ten Mile Plan's goals for job creation, supporting the creation of 2,000 jobs on this site. Significantly we have a large local business that is ready to take 317,000 square feet of space within this project, if it is approved this evening. They have 440 jobs that they plan for this location and these are good jobs. The average wage of all of the jobs will be 85,000 dollars and the timing is right for your consideration tonight, because we now have a defined plan to phase our project with road improvements. We heard from the Council that you understood the importance of industrial and the importance of this site, but you certainly -- you wanted more certainty on traffic. You directed us to complete the TIS and phase the project with road improvements and to work with staff on conditions of approval. ACHD has now accepted the TIS. The project will meet all ACHD conditions. Road improvements and phasing will ensure that all mitigation is completed and that there is an improved connection to the Interstate. On Highway 16, since we last spoke, ITD has now secured

the right of way on Franklin east to McDermott. The bidding is done and the contract has been awarded. Construction is scheduled to begin November of this year and complete March 2024 and this includes the connection to Franklin. On Franklin, since we last spoke, the Idaho legislature allocated 36.5 million dollars to help ACHD accelerate improvements to connect to -- to Highway 16. ACHD has published their 2023 proposed budget and 2023-24 proposed budget. As was noted before, it will be voted on next week. This budget includes five million dollars for design and right of way acquisition for the Franklin widening and the Franklin-McDermott intersection. Once the budget is approved construction is anticipated to begin in 2025. This timing aligns well with our project and with Highway 16 schedule. Council Member Perreault, you asked about the small stretch to the west that falls within Canyon county. That is in the jurisdiction of Nampa, because that property has now been annexed. All of the right of way has been acquired and Nampa is in discussions with ACHD for an MOU for ACHD to complete that work. On Black Cat, according to the TIS, Black Cat functions well now and meets all levels of service until 960,000 square feet. We will install the frontage improvements and the turn lanes that are accessed before the project even begins to allow safe turning without delays. Then we will limit our development to 960,000 square feet of occupancy until Black Cat is widened. We heard the Council's request at our last hearing that Black Cat was important. We also heard public testimony about Black Cat. So, the applicant has spent the last four months getting all of the needed right of way under contract to widen Black Cat from our site all the way to Franklin, which involved acquiring seven different parcels. ACHD has now begun the process to purchase that right of way and is preparing for that Black Cat widening. Previously -- this was also a topic in our prior hearings -- ACHD was not open to a cooperative development agreement on Black Cat, but now they said they are open to that pending staff and resources availability. We have proposed a phasing plan to align with the triggers in the TIS. Prior to occupancy we will install the frontage improvements and turn lanes on Black Cat. We will not exceed that 960,000 square foot of occupancy until Black Cat is widened to five lanes and some striping and turn lane improvements are completed at the Franklin and Black Cat intersection. According to the TIS, this restriping is not needed until after 1.3 million square feet, but we have proposed to expedite this. According to ACHD's letter, this will help address capacity on Franklin. And the McDermott-Franklin intersection will also be improved at this juncture. The TIS suggested adding a center lane here as an interim improvement until Franklin can be widened. That will accommodate the development up to 1.6 million square feet. ACHD is not requiring this improvement, because it is addressed in the Franklin widening, but we agree to do this anyway, if Franklin is not yet widened, to make sure that all interim impacts are addressed. We will not exceed 1.5 million square feet of occupancy until that Franklin widening is done. Also we will extend the east-west collector as development calls for it. Certainly along adjacent development within our site and as soon as there is a connecting road proposed to the west to address Caleb's concern. And we will install a traffic signal on Black Cat as soon as it is warranted. Like other developments have done in the Ten Mile area, we ask for flexibility on a couple of specific design elements to fit this use. The smaller flex buildings meet most of the design -- excuse me -- the smaller flex buildings on Black Cat meet all of the design requirements and the larger buildings meet most of these design requirements. We ask the city to approve a few clarifications or changes, first related to the buildings -- you can see in the

column to the left that is in your plan and the two columns to the right show our flex buildings and, then, the larger buildings. Just two of those items to address. The plan says a max 30 percent parking in front. We asked to clarify that this can apply on average along the east-west collector to effectively park employees on the interior double-loaded buildings. We do need some parking along the frontage, but we can meet the 30 percent average on the east-west collector. This was supported by staff in our prior discussions. Second, on the windows, 20 percent windows across the front of all buildings is not practical for light industrial. We -- on the larger buildings we -- we ask that you allow 15 percent on average across the frontage of both the east-west collector and we would provide that as well along I-84. This is an illustration of the parking. You can see that we have minimal parking along the east-west collector frontages. We do meet that 30 percent max on average. We have tried very hard to pull the parking behind the buildings as much as possible. In an illustration of the windows, this is one of the larger single loaded building. The larger double loaded buildings also have these corner treatments. Two other site related items that we would like to address. The street section, as was noted by Caleb, Parks has requested we provide that ten foot multi-use pathway within a 14 foot easement along the east-west collector, instead of on the on-street bike lanes. The proposed -- so, we do provide that. Also the proposed road section includes three 12 foot travel lanes to provide safe turning movements and uninterrupted traffic flow, rather than the two travel lanes shown in the plan. That is the other -- other than those changes this matches your street section C. On the Rosenlof Drain we do propose to keep this drain open as to date the staff reports have not required this to be piped. It is a very deep drain that serves to recharge the groundwater. It straddles the property to the north and it is still in use for irrigation tailwater from the ag operations to the north, which is flood irrigated. As -- as Caleb noted, it is not an issue of safety. In fact, your code suggests that it's appropriate to limit piping where it is not a concern about safety. From a connectivity standpoint, ACHD's preference and ours has been to direct traffic to the collectors to funnel them up through the collector to the proposed collectors to Franklin. There is not just one property to our north that would provide a single connection, there are multiple and it's appropriate for them also to use the east-west collector that will bisect their properties, again, to funnel to the west to the main collector system. In summary, looking at the benefits this project brings to the community, it improves traffic flow on Black Cat from widening and adding turn lanes at the frontage and the signal when warranted. The developer has secured the right of way to expedite the improvements. We extend the roads and the pathways through the site to serve the larger employment area and importantly, we provide two million square feet of needed industrial space to serve this growing economic sector and help Meridian businesses have a place to expand. In doing so we support the creation of 2,000 jobs to capture some of those 78 percent of Meridian residents that are currently commuting. As noted we do have a large local business that is ready to take down over 300,000 square feet and bring 440 jobs. This company has indicated that they strongly prefer to be in Meridian, but they do need to make a decision now and so if this project does not bring forward that much space for them they will need to locate in a different city. We have worked with staff on conditions of approval and we have brought copies of those this evening. If that would be handy for you to look at I'm happy to pass those out. As Caleb noted, we also provided some minor adjustments and it is in red line and so that is in the system in case you want to see what the adjustments

are. They include revisions to address the park -- the parking and the windows that I have outlined here and also added in the parks condition that was received from Kim Warren and also to address the east-west connection extending to the west when there is a public street there to connect to to address Caleb's concern. Happy to discuss any questions you have about the development, about those conditions of approval, and we have our entire team here this evening. Thank you so much.

Simison: Thank you. Council, questions for the applicant?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Deb, can I ask you to -- on -- maybe to focus on one piece of it and you just -- you referenced -- and -- and -- let me start over. From the last public meeting when it got continued to here to today, I want to talk about the changes since that and there is a number of changes I think -- or -- or clarifications with regards to the phasing and onboarding of the project as a whole, but separate from that, the -- the metrics of the project and the two -- the last you referenced were -- that are new, inclusion of the -- the Parks pathways requested, the collector connection to the east as you referenced, but can you summarize what the other changes to the project itself are, if any, from the last hearing to today, other than phasing and those other two?

Nelson: Do you want me to start with the updates on the roadway network or start with updates on the -- the project site? What's your focus?

Borton: So -- Mr. Mayor?

Simison: Councilman Borton.

Borton: So, the updates were certainly helpful, obviously, but are there changes -- I just want to make sure I didn't miss anything specific. For example, when you last heard it there was -- I'm making up -- 15 percent the windows on the frontage and now it's 20. I know that's not part of it, but -- or, you know, it was 40 feet high and now it's 38 feet high. Any tangible differences? And if there is not that's -- that's fine. I just wanted to make sure we didn't miss the specifics of how the project itself -- the components of it have changed, if any. Separate -- separate from the phasing and -- that you describe. Hope that helps.

Nelson: Mr. Mayor, Council Member Borton, I think so. Those changes that we are requesting to the Ten Mile Plan related to the max parking and the windows are not new, so that is consistent with what we have asked before and I think there was a discussion at the last meeting about -- we could further that by getting those into conditions of approval. One evolution of that through -- and that's part of why we had some clean up to do on this -- was staff did ask for the -- the window treatment along I-84 and so there is some changes to the language to address that along I-84. The parks condition, as you

noted, although it didn't actually change our design, because we had already -- and this came up at our last hearing. We had already been working with ACHD on -- and -- and it seemed like the city as well prefers the multi-use pathway over the bike lanes. ACHD certainly was leaning that direction. So, we had suggested that as an alternative to the on-street bike lanes already. So, her condition falls right in line with that and we have just added it as a condition of approval to capture her details of the 14 foot easement around it with the ten foot pavement.

Borton: Okay.

Nelson: Let's see. Let me just look at the red line here to see if there is anything else. So, since we provided these conditions of approval, looking at this map, so we have agreed to bring in this Franklin-McDermott intersection improvement. That was not required by ACHD and so you -- you saw a similar map that Caleb presented that we had previously submitted with our proposed conditions of approval and since then we have decided to add this, even though it wasn't required by ACHD, again, to try to address what we heard from the Council, that you want to make sure we are addressing, you know, any -- any pain points, to make sure that this traffic really does flow at each trigger along the way and so that is a new offer as well and that actually is not even in the conditions of approval yet. So, that is one item that we have not added since those were proposed.

Borton: Okay. And -- Mr. Mayor?

Simison: Councilman Borton.

Borton: And in prep for today I didn't think there was much more than what you have described, if anything, and I know we expressed the primary concern that took a lot of the last hearing was the timing and the phasing of the transportation improvements and -- and trying to gather more data and -- and I think you have done a great job with this presentation trying to answer some of those questions. One of -- so, this is -- it's very helpful I think what you provided. One of the challenges that I recall discussing at the last meeting also included Black Cat Road and, you know, what's going to be heading to -- or, excuse me, coming from the -- on the east side when that development comes in and is Black Cat -- is its capacity going to be engulfed with 960,000 square feet here and impacting the development across the street. Is there any additional information on how you on board and the timing of that in relation to what -- I know you don't control it, but what is coming across the street to the east?

Nelson: Mr. Mayor, Council Member Borton, so our traffic study does contemplate the surrounding development and, you know, obviously, applies the growth factor, like everyone does. So, this is projected out to 2030 and so the -- the expectation, of course, is that improvements will be done long before then. But just in case they are not, that is why we have agreed to the caps, so that we can't progress ahead of those improvements no matter when they are done. But that -- you know. But our TIS does contemplate additional development and the -- the growth around us up to 2030.

Borton: Okay. Perfect. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. I appreciate the work that's been done. I can tell you guys really dug in a lot on this to phase it, work with ACHD and try to come up with a comprehensive plan really to tackle the traffic issues, which I think was our number one concern. My only real remaining concern I guess is -- I think I'm looking at outdated proposed findings. If you sent a revised -- if you sent a red line and it was in the last 24 hours I did not receive it. So, if you have a copy of that I would appreciate it. So, Deb -- Mr. Mayor, if you don't mind.

Simison: Council Woman Strader.

Strader: Thank you. So, one of the things I did notice -- and I'm glad that you have these updated ones. I did still see I thought a pretty big disconnect between your proposed findings and staff's comments. That was kind of my only real heartburn that I had left. I understand there is going to be some pain in terms of the Black Cat area has traffic concerns. We know that. I think this addresses those directly. I think it's appropriate. You have acquired a lot of right of way. That is a significant step and I love the jobs and I think that's really important. Office space is not -- unfortunately office space right now is not really where the future is headed. This type of space is. I think it's great for economic development. I'm very supportive of this project overall. I just wanted to go through -- maybe if you could walk through the latest version of the proposed findings in areas where you have disagreement with staff and kind of go -- if you don't mind going systematically through all of the ones where there is a disagreement and giving your take on it and, then, we can kind of highlight those and I would like to, then, mull -- mull that over and kind of maybe hear from them if needed.

Bernt: Mr. Mayor?

Simison: Councilman -- Councilman Bernt.

Bernt: That was question number four on my list as well. So, thank you for --

Nelson: Okay. Mr. Mayor, Council Woman Strader, I -- I would be happy to and so maybe just a general comment at the outset. This has, obviously, been a long project and -- and we appreciate all the work that staff has put into this and met with us so many times, especially Caleb to come in at the end here and -- and work with us on this. We have been meeting with staff for -- for a period of years. So, that said, Alan, obviously, didn't recommend approval to begin with and I think the memo you received of late just, you know, brought forward the same points that you had seen in the staff report. I don't think any of those statements he made were new or surprising probably. So, I -- I think a lot of -- the bulk of it, the substance, I guess, we viewed as -- a lot of it's about the use -- the

prior use, preferring a different use here. But I'm happy to walk through these and see, you know, where there may be specific points.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Would you be okay with it if we do a little back and forth as we kind of --

Simison: Go for it. Yeah.

Strader: Okay. Because I just think it's going to be really granular. That would just maybe be better -- cool. Thanks. Okay.

Perreault: Mr. -- Mr. Mayor, I apologize.

Simison: Council Woman Perreault.

Perreault: I think Council Woman Strader is probably referring to the notes that Council made on the memo that was provided on August 3rd and you are saying that you believe that those -- that -- that the statements that were made in that memo are not different from the staff report that was originally issued? Is that what you are -- I'm understanding that you are saying?

Nelson: Mr. Mayor, Council Member Perreault, as to the use, there is a lot of things that were brought forward from the staff report. As to remaining issues, I mean support -- there is not support there for some of our changes to the Ten Mile Plan. That's why we addressed those conditions specifically for you tonight again.

Perreault: Okay.

Simison: Council Woman Strader?

Strader: Perfect. So, I see in Section 1, obviously, there was disagreement about the use. We -- we knew that. But there -- there was some pretty specific call out I think about self storage and I know you have agreed --

Nelson: We were in agreement with that, yes.

Strader: And so where -- where -- if I look here on the new revised findings where does it limit the uses?

Nelson: So, on 1.1A --

Strader: Uh-huh.

Nelson: -- this is where it just talks about the I-L zoning is appropriate. In the last sentence there, self-service storage facility will not be a primary use on the property.

Strader: Okay. And, then, I think there was another type of potential use that staff had mentioned and I'm trying to recall where I saw that. It wasn't just self storage, there was another --

Perreault: Mr. Mayor, it's under section one of the staff memo. Would it be possible for staff to pull that memo up on this screen and we can follow through with that? I know exactly which section Council Woman Strader is referring to.

Nelson Council Member Strader, on page two -- so, if it's -- if I pull away from the conditions and just look at the memo then.

Strader: Yeah. I have it.

Nelson: On page two of that -- of the staff's memo. However, there are still uses that could occur within the development based on the concept plan and I-L zoning that would not be totally consistent with the Ten Mile Plan vision. These uses include warehousing as a primary use. A freight terminal. Equipment rental, sales and service and vehicle impound sales and repair. Is that what you were --

Strader: Yeah. So, clearly, you are going to need warehousing and I would imagine freight. But I thought -- could you go into the equipment rental, vehicle impound -- I guess uses.

Nelson: I -- I probably need my industrial based clients to weigh in on that.

Strader: I don't think we envision a tow yard or something here. So, that's why I thought we could maybe go through that.

Wolff: Tim Wolff. 675 Sun Valley Road, Ketchum. Good to see you all again. I can address that specific point. I mean, in general, yeah, I -- we agree that those aren't uses that we would have. I mean -- so, a vehicle impound -- what if it's --

Simison: Mr. Wolff, can you speak --

Wolff: -- a vehicle impound, for example, what if it's Carvana and they have a finance division and they finance cars and they have to take them back as part of their inventory? I mean there is just all sorts of -- kind of -- I guess, you know, it's the responsibility, obviously, of the Council to generate the best use for -- for the city and what we started with in our very first presentation is we are in this community, we have done -- we are the second largest leaser of industrial space currently in the Treasure Valley and our very first presentation was here two of the kinds of uses that we have for this kind of property. One of them is this particular tenant and another is a lease that we just did and our -- our objective is we are going to own this stuff forever and we build Class A product and our

objective is to bring Class A tenants to the space and so we are trying to demonstrate that with a -- you know, putting a foot forward with an actual tenant here and so I don't -- we are happy to go through with staff. I think our intent is -- we have no intent of having an auto yard on the property, but if Carvana wanted to have a facility there where they stored a bunch of cars that were distributed out to the community and a bunch of employees that were high paid or something like that, we certainly would want to have the ability to do that. So, we don't want to preclude ourselves from a high value use for the city and for the project.

Strader: Right. But you -- I mean like, for example, you would not envision a use of vehicle impound that would be on the -- keeping inventory of vehicles on the exterior of the building.

Wolff: No.

Strader: Right. So, maybe it would make sense to specify that within the findings, because I think that would draw that distinction. If it's Carvana and they are keeping building -- you know, cars inside the building that's one thing and we don't want this -- and it won't. I believe you, you know, that -- that that's your intention. I think we just like to paper things up the proper way. I didn't have any other issues with the uses -- the other uses. Go ahead, Joe.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I don't know how we are going to go, but I will jump in on that -- on that one question. From the list from staff I understand with the -- with an I-L zone these particular uses that staff says aren't totally consistent with the Ten Mile Plan. They may or may not necessarily be what you -- what you intend anyway. As to self storage, the proposed condition removes it from a principally permitted use and moves it to the conditional use category. Are there some of these -- for example, perhaps you agree that vehicle impound could be a prohibited use. Let's just knock -- let's just knock it out. Make that prohibited and make some of these others that staff is concerned on -- at least move them from a permitted use to a conditional use, similar to -- to how self-service storage is and as you contemplate that question I'm looking at Caleb as well to see if, one, I have framed that correct and maybe that provides some sideboards to a use that you may or may not do ever anyway.

Hood: Mr. Mayor, Councilman Borton, I think your question is fine. I guess where my mind goes is just a little bit in the tracking of this over time and, you know, our system is really set up to have the base zoning, not hunt through a development agreement that maybe 20 years old to say, oh, did Council prohibit that one use that's otherwise allowed in the zone and now requires a CUP. We can do it, but we are just a little -- we become -- I get a little freaked out when you do that and you take some of the uses that are otherwise principally permitted or prohibited and you say, well, except for this use and

that use and -- no one's going to remember that and they find the record and -- anyway. So, your question is fine and if you want to go there we can do that. I just want to put that disclaimer out there that sometimes mistakes get made that way, because it's outside of the normal zoning and I think not -- not to beat the drum, but that's kind of why we were like ME zoning makes the most sense, because those uses are consistent with -- more consistent with the plan. I-L there are some uses that are consistent. But that's why staff was saying ME, then, we don't have to do this, but for -- and add this one -- anyway. So, that's not your question, so I will stop.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: This question is for the applicant and for Caleb. Was there any conversation about doing a Comprehensive Plan amendment specifically to the Ten Mile Area Plan as a part of this application and would that have taken us through a different process? Because I feel like this is a significant enough acreage for us to not be considering such significant changes to our Ten Mile Area Plan without going through a more formal process with -- you know, as we would do with anybody that would -- that we would encourage to make a Comprehensive Plan map amendment with their application -- or before their application.

Nelson: Mr. Mayor, Council Member Perreault, I would be happy to jump in if you want. I know you directed it to both of us. So, at the -- just as a reminder, the -- the light industrial zone is an allowed plan with the Ten Mile Plan. So, in the metrics of -- that's published within the plan of the zones that are allowed, light industrial is one and so all of the uses that would normally be allowed in that zone actually are expressly contemplated in the plan. Yes, the applicant did discuss that with staff when they initially came in for the pre-application -- the initial meetings and at that time -- and it's in the pre-app notes in the record, it was discussed that I-L was an appropriate zone and so that was the initial discussion. After that, you know, staff has pulled -- pulled back and -- and raised concerns and so that's -- and that's why we have gone to a lot of the detail that we have put forward before you to try to explain -- in our first hearing we did a lot of walking through the Ten Mile Plan and why the light industrial zone was the best zone and the best fit for this area, why it was contemplated in the plan and why it worked, but, then, also why industrial was such a great use here. So, yes, a lot of -- a lot of thought and discussion has -- has gone into that. As to the uses, I think the -- you know, Council Member Borton's suggestion on the conditional use permit, you know, we need a ready site that's part of having available industrial and so if there are uses that could be contemplated within a conditional use permit adds another layer that doesn't work for people's timing and that was addressed at a prior hearing as well. I think you guys may remember Tim commenting on the speed at which people make decisions to get into industrial space. So, I think it is easier to focus on the uses and as was testified that outdoor, you know, vehicle impound certainly could come off the list. We worry about when it comes to inside. Sorry you missed my last comment responding to your question. I should have paid attention that you weren't there. I was just saying that the conditional use permit adds a -- a delay that doesn't work for

industrial tenants coming into businesses and so it's better to, you know, kind of work on the use. Outdoor vehicle impound not planned here. It's the indoor space we are trying to protect and make sure that those operations don't have restrictions on the type of use if they are typical light industrial uses.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Can we focus on self storage will not be a primary use. I would love it if we just said self storage will not be a use and if you needed to get a DA amendment you could come back to us, but self storage has no jobs attached to it. I mean that's my biggest heartburn. I think there are others that share that concern. I just want to get some feedback on that.

Nelson: Acceptable, yes.

Strader: Okay.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. I -- I have not been under the impression this time -- this entire time that this was -- would be considered a light industrial complex and so clearly you and staff are not on the same page about what that means, because staff wouldn't have made this comment if you were on the same page. When you just stated that, you know, yes, I am very aware that I-L is a zone that's permitted. That -- that's not a question. The issue is that staff doesn't believe that the -- your proposal is -- is really meeting the intention of the Ten Mile Plan and so I want specific comment on that, rather than under -- you know, trying to explain what uses are -- are permitted in the I-L zone.

Nelson: Mr. Mayor, Council Member Perreault, I'm not sure what else to add beside that history, but perhaps, you know, that's a good question for Caleb. But early discussions, like I said, that are documented in the pre-app notes were that I-L was an appropriate zone. There was evolution in that. As staff considered this, didn't support the use, that continues to be shown in -- in this document, of course. So, you know, we had hoped with the direction we heard from the Council of kind of recognize the importance of this use, but focused on traffic, that we would have, you know, more productivity and working through these conditions of approval. But we have -- we have done the best we can. There certainly were a lot of things that were perfectly fine on both sides and -- and this conversation has been going on for a long time, so we weren't surprised by the commentary we -- we got from Alan, but -- but he also did add some things that we were acceptable to add. Caleb raise some points -- again that connection to the west. So, it has been collaborative where ever we can. So, I hope that answers what you are trying to get at. I'm not sure I know --

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. Really what I'm trying to get at is we regularly have residents who come to us with concerns that we are not following a plan that was -- that was, you know, invested in and -- and voted on on their behalf. We took a very long time to work on -- not -- not only the Comprehensive Plan most recently, but the Ten Mile Plan when it was developed and so I just want to honor that request by our residents, that we stick as closely to what was intended as possible and I want to -- at anytime we have a conversation, no matter which applicant it is that may stray, where staff feels like we are straying from that plan, I want to take it really seriously and flush out whether it's something that's worth overriding with what the public has asked us to do. I -- I have -- I -- I think the use -- this -- this for me is not an issue of whether this is a great use, this is clearly a use that will be super beneficial to this area. That's not a question in place. It's really just, you know, if -- if -- you are asking us to -- to really in every one of these conditions that you proposed there is something that staff has had to say that -- that -- that creates an issue for us to have to overcome and that's -- that's a big ask. So, I appreciate Council Woman Strader's proposal to go through these one by one, because I was going to make that same request. These aren't small things for us to consider. They are pretty significant given what our residents have told us about the role they want us to play with -- with our Comprehensive Plan and with the transportation network as well.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Okay. Well, I feel like if we -- I would advocate just going through each of the proposed conditions of approval, pulling in from staff's memo the comments as they apply, because I have that, but -- and probably any other people's help and, then, I guess I'm kind of looking over at Caleb to chime in if he has a comment as well, if it's not covered. But I think if we go through it more -- I think if we go through it systematically I think that would -- that's -- I don't -- I -- that's just me. But I -- but I understand Council Woman Perreault's -- get kind of like an on principle point, which I think is a different point. I'm not as hung up I guess personally on how this would fit into the Ten Mile Plan. I think if we go through it we may be able to get to the right answer. But maybe I'm just being overly optimistic. I don't know. Okay. So, I guess there is a question about -- I see that there was a comment from staff about all future buildings being subject to architectural design review. Would that fit with 1.1B, do you think, Deb, or how do you want to tackle that? Or is there another point of disagreement where that would belong -- that goes -- however you want to take these, but -- yeah.

Nelson: Council Member Strader, yes, thanks for the opportunity. We don't have any concerns, nor have we understood that there would be an opportunity to get away from design review. We know that will be applied here. That process will apply.

Strader: Great.

Nelson: So -- so, this is in comment that -- staff's comment on our 1.1B development of the subject property shall be generally consistent with the final site plan and conceptual building elevation submitted with the applications.

Strader: Uh-huh. Yeah. So, I guess, you know, that's a question if -- if it --

Nelson: So, this language is taken from other projects. That's how we had to draft this, because we didn't have draft conditions, so we looked at your other conditions, pulled in those standard conditions and started with that base.

Strader: Yeah. So, maybe -- maybe what would be clarifying, then, to give staff comfort, if that is still a concern, which, Caleb, if that's not a concern let me know -- would maybe be to -- instead of ending it at applications, would be to specify, you know, including the architectural design review process.

Hood: Mr. Mayor?

Simison: Mr. Hood.

Hood: If I can just interject real quick. There is a little bit of a disconnect with the numbering, too, and -- and what is two on the screen or in the memo and 3-A and one on the most recent -- there is some overlap, too, in some of the provisions; right? Like two on the screen talks about conceptual building elevations and, then, 3-A continues to talk about elevations and facades and that's where some of the concern is addressed -- and maybe just to cut to the chase there, I think with -- I don't really have a -- a problem with the window provision that -- that was mentioned earlier. I do think the north property and trying to hold the line -- and I appreciate just as a -- sort of an aside, but in the same vein -- Council Woman Perreault's comment on respecting the Comprehensive Plan and the integrity of that and that it was developed by our community and trying to uphold that. There is some level of concern that if that north facade of -- of those buildings there doesn't meet the architectural standards that we will get something similar on the other side and so it's this Pandora's box that opens up and, then, if we get these warehousing buildings that are marginal -- I will just say it that way, that -- you could make a -- you could make a case either way; right? You could make the findings that this is consistent with the plan or that it's not. There is some gray area there. But there is some concern that we want to still hold that development to the north to a high standard, the same standard that we are holding this project to, and if we don't have those elevations with some of those architectural concerns they are going to want to match it and just -- we will have blank walls and it will be a tunnel of the sides of buildings that aren't interesting and, just to say it bluntly, ugly. So, that -- that would be my main concern, just to kind of paraphrase the concern on all the building elevations concerns and architectural standards is -- is what would be required on the north -- the northern buildings that -- that basically front the Rosenlof and the future northern properties that are yet to be developed in the City of Meridian.

Strader: Yeah. So, Caleb -- I'm sorry, Mr. Mayor, if it's okay. Thank you.

Simison: Council Woman Strader.

Strader: You are the best. So, Caleb, if -- if they were open to the concept that -- you know, the buildings that are facing the outside of the development, those facades, you know, kind of follow these guidelines and so if -- if they were amenable to including in 1.1 -- I guess this would be E-1 and the north facing building and the buildings facing Franklin, the north side of those facades, would that -- would that take care of that concern for you?

Hood: Mr. Mayor, Council Woman Strader, I think so, although you lost me on the numbering a little bit. I think you said 1.1E1 and I --

Strader: Yeah.

Hood: I think we are in 1.1C.

Strader: I'm sorry. It's C-1. I drew a little line.

Hood: Sorry. I turned my page and so, then, I --

Strader: My bad.

Hood: Yes. Essentially, I think that one is -- yes, that would -- that would address a lot of the concern anyways with --

Strader: Okay. And so is that something -- you guys are chatting, so I will give you a second. But is that something that you guys could live with? I will let you kind of caucus and figure if that's something that you can --

Nelson: Mr. Mayor, Council Member Strader, I guess I would ask to, you know, kind of maybe table a few of these items like that. I -- I can tell you that my understanding from the Ten Mile Plan and the early discussions have all been about which street frontages that was -- would be -- those requirements would actually apply to normally. Our surrounding development, especially to the west, is expected to be industrial. So, it's more about what's facing this -- the street frontages there. So, I guess with that comment I think we just have to -- we would have to huddle on that.

Strader: Yeah. I get that. Maybe put a pin in that and we will circle back to that. I put a little star next to it, so -- okay. Okay. And so there is already a limitation on the buildings that are oriented towards South Black Cat and I'm assuming that that limitation is reflected here and if you could just point out where that is, so I can check that off my --

Nelson: I apologize. Can you repeat that? I was noting down the facade question.

Strader: Yeah. I'm just looking through the -- the planning memo under number two. Their response to your initial findings. Buildings K1 to K6 are oriented towards South Black Cat Road and they are limited toward to 17,000 square feet. I think that -- we already say they are consistent with the Ten Mile Specific Plan, but I wondered if you are -- if that limitation on their size is reflected in your findings.

Nelson: My understanding from what staff's comment is here and -- and welcome Caleb's comments on that as well, but there -- this is a description of what we have proposed and he is saying that the flex buildings have accomplished what's appropriate.

Strader: Uh-huh. But it's tied to the concept plan.

Nelson: Interior larger buildings that he has objection to.

Strader: Yeah. Okay. That's -- Caleb, is that -- that's accurate? Okay. Okay. Cool. So, we figured that out. Okay. Fifteen percent -- Caleb, you said you could live with that? Fifteen percent of the frontage?

Hood: I'm -- I am not going to -- that's going to be a Council call. I mean we haven't adopted -- kind of back to Council Woman Perreault's comment. That's in the Ten Mile Specific Area Plan. If you think 15 is appropriate, you know, it -- I would challenge anyone to tell the difference between 15 and 20 percent, but I'm not comfortable saying that 15 percent is okay.

Strader: Okay. Well, it's not going to -- it's not the hill that you are going to die on. So, I appreciate that. I guess I will look around. I don't have an issue with that compromise per se. These are industrial buildings. They are what they are in my opinion. They look nice. I didn't have an issue with how they look. I think the fact that they are willing to table the issue, but maybe open to adjusting those north facing facades I think was a pretty significant thing if it's considered -- okay. Parking. Thirty percent of the linear dimension of the frontage. So, now I'm in 1.1C3. It sounds like you need this done this way because of the business use. That was my impression.

Nelson: Right. To accommodate the employees we need more than the 30 percent in front of a couple of buildings, but on average we can meet that along the east-west collector. The plan just says max 30 percent in front. So, we are just asking for clarification that that can be averaged throughout the east-west collector and we have worked hard to pull that parking to the back of the buildings.

Strader: Okay. All right. And, then, I guess, Caleb, do you feel that we need something that further references the -- the specific buildings or do you -- I know you are not going to make a call on that requirement, but --

Hood: Well, maybe -- maybe a comment on that if I -- Mr. Mayor, if I may. So, a couple of things. That -- the way it's worded is going to be difficult to track over time; right? Because you are doing it in phases, so first phase comes in and we have got a certain

amount of frontage and so they got to calculate that and, then, is this like the last building and, then, we verify that overall there is -- so it -- just the way it's worded is a -- it's a little bit -- I don't want to call it a nightmare, but it's -- it's a tracking issue and to calculate that on a -- as a building comes in, okay, you are below 20, you are over 30 percent and, then, keep that average is difficult. So, if that's what you want to do we will try. I'm -- I'm not too concerned -- and, in fact, in probably six weeks or so you will see some UDC code amendments and we are actually changing the standard. So, for industrial buildings we are going to go up to 50 percent. So, just as an FYI I think our code -- if it's adopted. Still got to go through the public hearing process. This really won't even be an issue once we change the code, because you run into this problem with more industrial projects and have approved alternative compliance and we are like we need to change our code, so --

Strader: Okay. Thank you. That's really helpful, actually. It's good feedback. Okay. So, it sounds like that will be okay. If -- if it is. Okay. East-west collector and conformed street design. All right. Deb, where is the next place that we have kind of a disagreement that you see?

Nelson: So, I guess the disagreement is in the eye of the beholder. The -- the next one does talk about the street section. Maybe it's just better to be methodical. We addressed that in our presentation and outlined the -- the deviations we have from Street Section C, which are partly driven by the desire to have the multi-use pathway.

Strader: Right.

Nelson: And, then, because we have three lanes, instead of two --

Strader: So, could you help me? Is that -- are you talking about -- let's see. We had 1.1C3. 1.1C2. We talked about those. Where does the -- where -- where do we see the DA provision that provides for the multi-use pathway reflected in these findings?

Nelson: So, in 1.1J the applicant shall provide a ten foot wide detached multi-use pathway parallel to the east-west collector road within a 14 foot wide easement, ten foot pathway, and two foot shoulder each side. Then the street section -- trying to find that.

Strader: And just to confirm, that totally complies with the request from the -- I guess Public Works Department in terms of what they were looking for, I assume.

Nelson: Can't find that one. Okay. Okay. Street section is attached as Exhibit A, but we may need some verbiage to incorporate that.

Strader: Could you repeat that?

Nelson: Street -- the street section is attached as Exhibit A to the back of the proposed findings. Oh. Excuse me. I just found it. It's in 1.1C4. When required to be constructed

the east to west collector shall be constructed in conformity with the street section design attached as Exhibit A.

Strader: Okay. All right. And, then, consistent with -- okay. Then we have exceptions. So, Caleb, do we have any issues with these exceptions under 1.1D one and two?

Hoaglund: Mr. Hood.

Hood: Council President and Council Woman Strader, so D1 is -- we kind of talked about above and 1.1C1. So, there -- there is some repetitiveness to some of that. So, yeah, we are still talking about when design review basically applies to what building facades, so to answer your question, yes.

Strader: So, inclusion of the -- if there was an inclusion of facades facing the north side that would be included here. If it were to come to pass. Okay. Right. Okay. So, put a little star next to that. Okay. I'm assuming we -- we don't have any issues with the process in terms of CZC and they have accepted the TIS. I think that that should all be fine. Okay. Maybe we go to the drain. Yeah. Okay. So, we like to leave the drains open if they are not safe. It's great to recharge the groundwater. Don't yet know exactly what the use will be to the north. Are you guys going to put up a fence? What's the plan around the drain?

Nelson: We do not currently have a -- a fence plan there. As -- as Caleb noted it didn't appear to be a safety issue. We do have a significant setback from it. The Nampa-Meridian Irrigation District does have a maintenance road along the south side of the drain that is on our property and, then, we have an additional buffer back from that. So, our first improvement, which is parking -- so, it's even further set back is 35 feet from the drain. So, we have got a significant distance there. No residential use, nothing that would create somebody to go toward the drain or need to, so it's --

Strader: Kind of; right? It's halfway on your property, halfway on another property. I guess what I'm sort of -- personally I think piping it would be great, but I understand the advantages to not piping it for the city overall. I guess I'm wondering are you willing to put a fence on your side, because, then, I think that would be the standard I would expect from the property owner to the north.

Nelson: Yes, we can agree to that.

Perreault: Mr. Mayor?

Strader: I'm going to look around a little bit on that.

Simison: Council Woman Perreault.

Perreault: So, this is a drain; right? So, this is not a canal. I don't know -- I assume there is a -- that there is not consistently running water going through this. So, I think we -- you know, we had had -- we had -- had talked about -- another development had brought up

this concern about, you know, do we require fencing on canals with active running water. A drain is different. I -- I thought we had kind of come to the conclusion that fencing on drains isn't necessary. I know Nampa-Meridian doesn't like them. But I'm curious if Caleb could refresh our memory on that.

Hood: So, Mr. Mayor, Council Woman Perreault, I don't know whether I can refresh your memory, because I don't recall the conversation myself. I can only tell you what the code says and -- and it is a case-by-case basis. Maybe a little bit of context. I mean historically this Council -- and I believe past councils -- when it's proven that it's a 36 inch diameter pipe or more, the cost benefit seems to go way down. So, I know what it would take to -- to pipe this, but historically that's kind of been a factor anyways for previous councils to grant that waiver is if it takes a really large pipe. Historically that's -- that's been granted. And there has been other cases as well. But, again, the standard is what I put in the memo that unless you waive it for whatever reason you determine appropriate, the standard is to generate -- now, that doesn't apply to creeks and some of those other waterways that we want to keep open and use as an amenity, but the Rosenlof is not called out as one of those.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: My recollection is with -- when it comes to drains that -- that description fits. It's not a canal. It does drain and during irrigation season it may have more water, but typically a drain does that, it drains groundwater, any other water that's coming into that to -- to run off. So, typically, they are often kept open and -- and the easement -- I looked at the letter from Nampa-Meridian and, of course, the easement -- protect the easement and that sort of thing. But, typically, a lot of the subdivisions put their walking paths along the drain and they may slope it down, put in rock, that sort of thing and -- and -- and use it that way. This being a different type of site, but, you know, I would want clarification from Nampa-Meridian and specifically for -- for the drain.

Hood: So, Mr. Mayor, if I can just maybe piggyback on those comments. And, again, this is just annexation, not a subdivision, but with our subdivision improvements that is typically one of the options is to make it an amenity then. If you are going to leave it open, then, make it something that is attractive and doesn't become a nuisance and we don't -- we are not opposed to the fence if that's where you all want to go, but that doesn't really look nice either to just have this -- you know, a fenced off channel there necessarily. So, again, historically that is something we are not saying we need to change the slopes to be three to one and all that, but typically there is some improvement of it at least, then, that -- that just doesn't become weeds.

Strader: Yeah. No issue. I was only reacting to -- I thought I saw that it was 12 feet. Is that accurate?

Nelson: That's correct. It's 30 feet wide and 12 feet deep. So, it's significant size. And it does not run year around. So, Council Member Perreault, you are correct, it is a drain, it is not open all the time. So, I mean it would be our preference not to put a fence there and block it off for the view from employees, but that's -- if that's required we would accept that.

Strader: Okay. I don't -- I'm looking around. Maybe an open vision fence. But if I'm the only one -- I always get hung up about these and, then, Council President Hoaglund looks at me, because he knows they are not a big deal. So, I apologize. If it's not a big deal I will move on. I'm going to look at you. It's 12 feet deep though. I mean --

Hoaglund: Mr. Mayor?

Simison: Mr. Hoaglund.

Hoaglund: Council Woman Strader, yes, I'm very familiar. On my father-in-law's farm it was 12 feet deep and that's where we would go and jump the ducks just before sunset and walk back and have duck for dinner, so -- and what they did when that property developed, you know, they backed it off, opened it up and made a nice slope and -- and landscape and did all sorts of things and make some nice walking paths, so -- but, again, that's for -- for a subdivision. It's a little different with an industrial site, but I -- I am just kind of in my mind remembering -- I think for drains Nampa-Meridian does not like fencing along that. They do have easements along there, but I think it's different than canals where they -- they want the easement, but you can put fencing in as long as they have their -- their -- their property area. But I -- that's why I would like to make sure with Nampa-Meridian that -- where that -- that is accurate.

Strader: Okay.

Nelson: Council Member Hoaglund, we would not be able to put a fence within their easement, to be clear.

Hoaglund: Correct.

Nelson: It would have to be on our property and -- I mean they -- they do use that maintenance road. They dredge it every two to three years and pull out the -- the silt, et cetera, at the bottom. So, it is a maintained kind of constantly operated facility and it is deep enough to intersect the groundwater there. So, it is an impact on groundwater to pipe it.

Strader: Right. I think maybe --

Hood: Mr. Mayor and Council Woman Strader, if you don't -- just -- just to bring it back to full circle while -- my concern isn't necessarily for safety. I'm not going to say it's safe or unsafe, because I can't make statements like that. But, again, my concern -- and I hear what the applicant is saying, you know, east-west collectors, get people to the collectors,

but there is a future signal on this site and I would like properties to the north be able to have access to that without having to go a half mile back down and around to get to a signal if they want to continue south and not use the arterial. So, that's really why I bring up -- I'm not advocating for it to be fully piped, but, if not, is there going to be a bridge or something that -- not to all six properties, but somewhere in the half mile some decent access to -- for the future that we can, again, not have -- the UPS driver has to go all the way around -- you know what I -- it's just things like that where we don't want to send them out to the arterial and all the way back to the west another half mile to get back between these two projects that have the same comp plan designation, but for this -- this drain if we leave it open. So, I won't beat that anymore, but that's really what -- I just want to make sure you are aware of that with whatever you do, that the likelihood, then, of having any vehicular connection to any of the six or seven properties to the north direct -- indirect, yeah, with the collector network, but directly probably will never happen, so --

Strader: What do you think, Deb?

Nelson: Well, I will offer a few comments and my clients can jump in and see what they say. So, yeah, the -- the north-south local street was discussed pretty early on with staff and it was actually -- we brought it up in one of our earlier hearings. ACHD doesn't support a local street going north-south there, because they do want everything to go funnel over to the collectors. You know, that -- that property does have access both to -- to funnel, again, on their east-west collector, so just like our site has to construct an east-west collector through the middle, the properties to the north also do and so they will have the same opportunity to access the north-south collector as we do, which works well. Funneling an unknown user's traffic into our site is -- I guess hard to say that that works for us or it doesn't work for us yet. You know, if it -- if it had to be designed that way and that were approved by ACHD, you know, when that site develops, then, you know, they -- we do have -- you can see on our site design we do have our drive aisles run north-south, so, you know, they would have that opportunity if that were appropriate at that time.

Strader: Yeah. I mean I guess the -- the tough thing is like this is what we expect from everybody -- like we expect every single applicant to like have connectivity to the next property. It's -- it's hard. I'm -- I don't know. Anyway. Maybe we will put a pin in it. I see a big one. So, the next big one that I see is really the timing of the east-west collector extending all the way to the western boundary. So, I think there is a real question that staff is raising of when should that take place. Should that take place immediately or should that take place after 960,000 square feet?

Nelson: So, we did add language to try to address this and that is in 1.1H2.

Strader: Uh-huh. Okay.

Nelson: So -- because that's where the language had been about the east-west collector, so we just added additional language that -- so, the east-west collector is expanding through the site as the project progresses; right? To serve our development just like it normally would, but we added that -- so, it would the -- excuse me. I will just start at the

beginning of the sentence. The east-west -- east to west collector must be extended to the western boundary of the site as the development progresses to the western end of the site or -- this is the new language -- or at such time as the property to west constructs a connecting street, whichever is sooner. So, if there is somebody who needs to be connected, we would have to expedite that timing, even if we were not out developing the western end of the property at that time. So, that was our attempt to try to address that concern to make sure that we are not a holdup ever. We would develop it as we normally progress, but, then, extend it out as soon as there is a need to connect to that road.

Strader: Caleb, what do you think about that?

Hood: So, Mr. Mayor, Council Woman Strader, I really do appreciate the intent of -- of the condition and I feel like I'm a broken record here a little bit tonight. It is -- so, that project comes in and stubs, so do I call somebody and say, hey, they built the road, now you have ten days, a year, three years to construct your connection. I mean there is nothing -- there is no real trigger or it's -- it's just the logistics of how we make that happen and, again, the -- the intent I think is there and I love it, it's just when it comes to what do I -- how do I -- what do I hold and say until you do this I got your building permit or I got your occupancy or is it within -- when ACHD accepts that road? Is it when Council requires the stub street? It's just some of the nuances to that language. Again, I love the intent, just -- we are going to get there and they are going to say, well, it just says that we have to do it at such time the property west constructs theirs and it's still under construction and, then, is it -- do they have six months? Do they have six years? Is it just tied to no more than 1.5 million, you know. So, I -- and I don't know the answer there. Again, I appreciate the -- the language, just it needs to be clear.

Strader: That's a great point. Deb, what about a timeline like that you will complete that road improvement within three months of the stub street connecting to the western boundary?

Nelson: Council Member Strader, we are discussing, so I guess our vision of how -- the city has a lot of hooks, because the build out and this is just one of the earlier phases, so we feel like there is a lot of opportunities to -- to flag this, but if -- if they want -- you know, if the city or the adjoining developer wanted to give us notice that would be one way to trigger it. In addition to having all of the permitting throughout the entire larger development and -- but, then, if we are not very close, we would need to get, you know, over there, so we need 12 months probably, but -- I mean that's part of why we tried to be very specific with it once they have a connecting street. We don't want them to just say, hey, we want a future road. I mean it should be like timed with appropriate development I guess is what we are trying to accomplish, but --

Strader: I mean it doesn't take that long to make a road. I hope. I mean I'm not -- you are looking at me, but I mean 12 months is a long time, Deb. What if it's three months from the time that -- three months from notice from staff, would that -- would that work?

Nelson: I don't think they are comfortable that they can design and build a three lane collector in three months.

Strader: Okay. So, how long would it take?

Nelson: I hear -- I hear murmurings back here.

Strader: Okay. So, you guys talk about that.

Hood: Mr. Mayor, if I can. Council Woman Strader and the rest of Council, I guess not trying to require, you know, dollars that -- that aren't needed now, I mean I don't want to build the road to nowhere necessarily, but when the Asumendi property comes in I envision a similar condition for them that with phase one you take collector and you get it up to Franklin and, then, you have got the backbone to the whole transmission network. That's really the intent is that now we solve a lot of the problems -- or at least address some of the problems on Black Cat not being sufficient and if we get the road stubbed there with phase one to that property and, then, require Asumendi to take it, pick it up and bring it to Franklin, you got the backbone of the entire transportation network in this section. At least that's the thought process with staff. Not, oh, we got to wait for ACHD to say they have accepted a stub street, now we have to call --

Strader: I get it, Caleb.

Hood: -- an applicant that may not -- anyway.

Strader: I get you one hundred percent. I mean that's really the issue is if it's not that workable really what I was leaning toward initially was this just needs to go as part of your initial phase, just extending that collector to the western boundary just removes the issue. Then you have a collector, then, we don't have these issues of traffic. I mean that -- that would be -- I think everyone's preference is just build a -- build a collector. You have already got one big tenant, so you know this thing is going to work. I don't know. Just build the collector all the way to the western boundary, you know what I mean?

Wolff: What if we bonded and said -- here is my concern and I have watched this all over the country is you are going to end up with a drag strip right there. You are going to have a building with a half a mile of straight, long road with nothing at the end of it and I just -- we are happy to be financially responsible for it if that's your concern. If your real concern is we need to make sure it gets built, but to build a road to connect to nothing when there is no development next door to it --

Strader: It sounds like it's pretty likely there will be, though, and everybody is really worried about, you know, we have all been worried about this traffic, it's not a new issue.

Wolff: We can bond it.

Strader: Well, you are going to bond it, but when is it going to get done? I think that's really the bigger --

Wolff: And maybe it's six months of notice.

Simison: So, I just want to -- are there several more issues that we still need to go through?

Strader: I think we are almost through.

Simison: Because I wanted -- we were going to take a break as soon as we were done. I don't know if any other Council Members have any other questions for the applicant, but maybe there is some of these you could talk about offline during a break. Council Woman Strader, I don't know if there is anything else you need to put out there for them to consider, then we take a break, discuss them, and we come back and hear from the community, as well as the applicant.

Strader: Totally fair. Yeah. And I apologize for hogging the mic. It's been a pain. But I feel like this is the only way to figure this out, because we have all these detailed conditions and it's hard to know what we are considering approving, because this is the last one I have, Caleb, and you will tell me during the break if I'm missing something, is you have now this three acre parcel that's not part of the development. I think there is a real question about how is that going to access the arterial and -- and that stuff. So, think about that -- maybe addressing that.

Nelson: I -- I can respond to that now. I'm sorry I failed to remember that comment during my presentation. Yes, we will provide access to that property and make sure that they have access through our site.

Strader: Where is that, Deb, in the findings?

Nelson: That's a new comment that --

Strader: Okay.

Nelson: -- you just heard from Caleb this evening and I meant to respond to it.

Strader: Okay. So that --

Nelson: So, yes, add that.

Strader: Okay. That needs to be added. Okay. I am so sorry, Mr. Mayor. I'm done with whatever this was.

Simison: No reason to apologize.

Nelson: Appreciate it.

Simison: Are there any -- does Council have any other questions for the applicant at this time that they would like to inquire?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I do have questions about those categories that are set aside with the square footage designations, but I can wait until after the break if need be.

Simison: Okay. Let's go ahead and take a 15 minute break and, hopefully, that will give you time to work through some of these conversations and come back and potentially have some more conversation. Okay. So, we will reconvene at 8:45 or in some people's cases 10:45 if you are -- I don't know what time zone is, Luke. I think it's just one hour difference, so -- okay.

Cavener: I'm still in Mountain Time, folks, so we are doing great.

Simison: Okay. Thanks, Councilman Cavener.

(Recess: 8:29 p.m. to 8:45 p.m.)

Simison: All right. Council, we will go ahead and come back. Thank you for that time. Would the applicant like to come back up and make any comments to the items that were discussed and there may be some additional questions from Council Woman Perreault or others. I'm not going to let you off the hook that easy, so --

Nelson: Mr. Mayor, Council, thanks for the opportunity to go through the conditions in detail. It's been a long project and we really appreciate that attention to detail to get it right. So, on the questions that have been raised along the -- the north facade, we can accept the 15 percent window frontage on average, the same as what we proposed for the I-84. On the -- the drain issue, you know, we would prefer not to build the fence, but we are agreeable to that if that had to happen. Looking at the connectivity issue that was discussed and talking with the traffic engineering and kind of thinking about how things are actually going to flow, it actually doesn't seem very likely the property to our north is going to need any connection to our property, because they, as we mentioned, have the east-west collector going through from Black Cat to the north-south collector and all the -- the traffic is going to go up to the north and out to the interstate and intersections anyway. So, it seems more likely that they would be burdened by our traffic, as -- as opposed to benefiting from it. So, we -- we just continue to ask that that connection not be planned at this time. We don't know what that use is. We do have appropriate funnel for our traffic to accommodate it and -- and they will also. On the extension of east-west collector we can live with the three months, 90 days if you just want to be very precise, and we just need to time it from the end of the availability of that connecting street. So,

then, we can watch the permits and the construction and see the sewer getting extended. We will have lots of notice to be able to do the work we need to do to be able to connect to it. So, that gives you a specific trigger and a specific tight timeline. So, if we do 90 days within completion of that connecting street we can make that work and I think those were the things we were huddling about.

Simison: Council, any questions or additional questions?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: So, prior to the meeting I was reading through the -- your three categories to define when all of these road improvements will be complete in relationship to staff's comments in relationship to the ACHD letter from the middle of July and the ACHD letter states on page two that the traffic impact study included two scenarios, one with the north-south collector intersecting Franklin and one without and you are proposing that it does not connect with Franklin at this time, that that's an off-site improvement. But the -- the study shows without the construction of the collector roadway that this segment of Black Cat Road is proposed to exceed ACHD's acceptable level of service planning thresholds for a two and three lane minor arterial in the p.m. peak hours under the 2030 total traffic conditions and, then, it talks about this segment is listed in ACHD's capital improvements plan to be widened to five lanes between 2036 and 2040. Can you give some clarity to us on whether that time frame is accurate? You are stating that you have picked up the -- that you have picked up the right of way to be able to make those improvements yourself and that you are looking at creating a -- a contract agreement to complete those in advance with ACHD. Is that what I'm understanding or am I confusing two totally separate sections? I'm talking about the section between the collector and Franklin on Black Cat.

Nelson: Mayor, Council Member Perreault, I think I understand what you are saying. So, what we are proposing is that -- and -- and it's consistent with the trigger that's in the TIS and what's described here in ACHD's letter is that above 960,000 square feet of occupied space within our development is when that triggers an impact on the level of service at Black Cat when you don't have the north-south collector anymore. So, then, you are triggered at that point and so we have accepted a cap on going above that level of occupancy until Black Cat is widened. Then to help further that, because it's in our interest now, too, because now we are capped at that amount and to further the road improvements we have agreed and pursued some efforts to try to bring that forward and so one of the things we have done is gone out and secured the right of way -- you probably remember from prior hearings that's been the problem. You know, that's why we are trying to look at other alternatives, because we could not get all the right of way and so -- and that wasn't available. So, that's the big effort that's happened is to go secure all that right of way. So, that really does enable that to happen sooner and ACHD has agreed that they will buy that right of way and have set that process in motion. So, that is progressing. As to the cooperative development agreement, if we can pursue that as a further means of expediting that, then, the applicant has said that they will do that and --

and ACHD has moved from, no, we won't to we will look at it at the time and see -- check our resources. So, they became willing to consider it based on the availability of staff.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: But it's possible -- at this point their capital improvement plan still shows between 2036 and 2040 and nothing official has happened to change that potential timeline and so we could potentially be seeing a time lapse between these -- this first -- first 960,000 square feet and -- and when you start the second phase, that it could be a significant amount of time in between those two if Black Cat doesn't get widened, because either they won't agree to the cooperative development agreement or they choose to delay it in their capital improvements plan. Is that what I'm understanding?

Nelson: Mayor, Council Member Perreault, that's correct. That's why we have taken that cap onto ourselves. We don't believe that's the likely timeline now that the other roadways have been expedited and based on discussions that we have had with ACHD where they are going ahead and acquiring the right of way. But you are right and that's why we have capped our development to not be able to proceed, rather than just saying -- it seems like it's happening faster; right? So, we have just limited ourselves, but -- but we also do believe -- and especially with acquiring the right of way -- that it is happening faster and so that gives us comfort that we are not going to be capped at that, you know, for -- for very long, if at all, if that made -- those road improvements we believe are just going to happen in due course.

Simison: Okay. Council, additional questions for the applicant? Okay. Thank you very much.

Nelson: Thank you.

Simison: Mr. Clerk?

Johnson: Mr. Mayor, we have one person signed in. Kayla Rich.

Simison: And if there is anybody online that would like to provide testimony, please, use the raise your hand feature, so we will know to bring you in at the appropriate time. And if you could state your name and address for the record.

Rich: My name is Kayla Rich and my address is 745 South Black Cat Road and, Mr. Mayor and Council Members, I would benefit for this development to go through. I am a property owner that is in the proposed area, but as a citizen of Meridian I think I'm one of, what, fast approaching 150,000 citizens that would benefit from a development like this as well. I want to commend the Mayor, the Council Members, and also the staff for being so diligent in wielding the resources that are -- that are going away, which is land, and as -- since we are being locked in by all the cities, to be able to take these resources and

curate an area that's going to allow us to live, work and raise our families in the way that this Council has foreseen, but also the previous councils as well. I don't think any citizen having followed this development path would ever accuse any member of the city staff or the Council or the Mayor of not doing their due diligence, making sure that developers don't just plunder the spoils of the city's success, but to proportionately contribute to the future success of our city and that's what I see from this development -- the applicant's proposal. The applicant has done extensive efforts to mold a common vision for this development based on the input from staff and Council Members. Reminds me a little bit of the Incredible's Elastigirl Mom. I will do this over here and we will get this here and I will get the fence and if you can just approve it we will get this done; right? But I'm wondering how much more patience they have, because they have worked on changing facades, making sure that they have given you a -- almost a choose your own adventure style of where would you like us to improve the roads? We will give you the money. Where would you like it? We will make sure that we can improve and make better this area when we come in to develop here. One of the things that this applicant has done is provide traffic that is going to be increased by their project, but they have also worked to address what the Mayor has asked for, which is what about the other traffic that's just going to be in that area. What are we going to do about the other traffic not necessarily coming to your development? One of the things that we have all been facing is this Highway 16 connection that's just been happening so quickly and everybody is trying to catch up with the pace of growth that we have had, but it's being built and people are coming. Whether or not this development gets approved we will see an increase in traffic, but I think what's lovely about this with this phased development that the applicant has proposed is it's -- it takes that chicken and the egg scenario and solves it by doing it in phases and making sure that the development matches the -- the traffic and -- and addresses it in the phase approach. I don't think most developers would put all their front efforts and funding and say we will only do this much and wait for more. So, it's -- it's a little amazing to me that the applicant's willing to do it. I know one of the concerns in the past has been timing. I think that, again, if you build it they are going to come and, then, one last thing in the Ten Mile Plan, I just wanted to remind that when the Ten Mile Plan was written there is a -- there is a sentence in there that I think is really important to remember, that the land use element has evolved as a continuum of land uses. This is in page 3-15. That integrate and spill from one to another. Rather than delineating land into zones by function, the lines in this land use -- use map are flexible. The line should adjust and evolve to create a place that's truly an integrative whole, mixing uses both vertically and horizontally and it continues on to say that the lines should be relatively broad and the exact shape of the land use areas need to be more conceptual, that it's not going to be literal to the plan. So, if you were asked by any citizen in our community you can say that you were taking into consideration the Ten Mile Plan when you approved this applicant's proposal for development and you were forward thinking for what our industry is moving towards, which is a little bit more industrial and less with that employment space and I just urge you to approve this plan, so they can move forward. A year is a long time. I know they have put a lot of effort into it and I would like to see this Council join their efforts. Thank you.

Simison: Thank you. Council, any questions? Thank you. Is there -- having no one else signed in, is there anybody else in the audience who would like to come up and provide testimony on this item at this time? And no one online raised their hand, but we will ask again if there is anybody online that would like to provide testimony on this item at this time? And I will invite the applicant --

Bongiorno: Mr. Mayor, may I? I was waiting for the public to go first.

Simison: Deputy Chief.

Bongiorno: Thank you, Mr. Mayor and Council. Great -- great conversations tonight. I just want to make sure we dial this back down to the -- the bare bones. This -- this project is in no man's land for us. We -- we can't get there in five minutes. We can't get there -- we can get there maybe seven minutes and that's the first do. So, I just want to make sure -- basically from Zimmerman Lane out, which includes Compass School, we -- we can't get there. We -- we can't, but it's time. So, if anything gets built we can get there, but it's going to be how long and if we are talking two million square feet or a million and a half square feet, as the risk reduction person for the city as the fire marshal, we are generating this huge amount of risk by having square footage and people and no resources available nearby to support the project. So, I just wanted to make sure that we -- we bring it back down to the reality is we don't have a fire station out here. We are currently trying to find land out in this area, but right now nothing is available and it -- it's going to be a stretch for us to get out here, even with Station 8. Station 8 will be roughly six minutes away. So, you will have 8 and 2 are going to be the closest. The truck company is roughly about seven or eight minutes out, nine minutes out, and if you have a 300,000 square foot building on fire with 400 people in it, that's going to take a lot of resources. The next closest would be Nampa. Nampa is about eight minutes away. So, I just want to make sure that we are all on the same page, that we can support it, you know, like somebody just said, build it and they will come. Build it, we will come, but it's just going to be a matter of what that response time is going to look like.

Simison: Thank you. Council, any questions?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you, chief. So, I assume that this would require the ladder truck because of the height. So, is that just -- those distances and times you gave us with -- with the ladder truck or is that just the nearest station?

Bongiorno: Sorry. Mr. Mayor and Council Woman Perreault, the -- the six to seven minutes, that's -- that's stations. I thought I had it up here real quick. Give me just a second and I can tell you what roughly Station 1 is away. Because, yes, it will require a ladder truck. There we go. So, currently -- again this is just using Google Maps. There is nothing scientific to Google. That puts it roughly about seven minutes away and, then,

if we do put the new ladder truck that we have on order -- if it gets placed at Station 6, it will roughly be about the same amount of time, six to seven minutes away.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Curious if you have worked with the applicant in terms of mitigating factors. So, I don't know if these are stick built or what the materials are, but they are industrial buildings, I can't imagine that they are -- but are there things you recommend that people do, like put in sprinklers or something for a building of this size?

Bongiorno: Oh, definitely. Sorry, Mr. Mayor, Council Member Strader, with something like that, the -- the fire code and the building code are going to require sprinkler systems for them. I'm not sure if they are doing tilt up. We never discussed what the buildings are going to be made out of. But the fire code and the building code will dictate sprinkler systems. I did put in there as a comment that they are most likely going to need fire pumps, because of the size of the buildings that they are putting in, so, again, that's -- that's kind of down the lane when we get to the actual building. All that will be determined by the fire code and the building code.

Simison: Council, any additional questions for the deputy chief? Okay. Then will the applicant like to come up for any final comments and to close.

Nelson; Mayor, Members of the Council, so just a couple quick comments to respond to to Joe there and -- and in particular to respond to your question, Council Member Strader. Yes, we -- we did work with -- with Fire on this. Looking back to October 19th, 2021, communication with Joe about this, saying that, yes, we -- this is from Joe. We can support the project. We may have extended response times to get there at this time. Station 6 on a good day is about six minutes away. So, that was discussed. We knew that. Still got their support. We have got -- we do have sprinklers in the buildings and they are concrete and I know from other residential projects I have worked on with -- with Joe and his team, that, you know, when you are further out of that five minutes that's when they start looking at those sprinklers. So, I think that is part of why everybody got comfortable with it, is the building materials and they will be fully sprinkled and -- and -- and he did disclose that time frame. So, we are comfortable with that.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I apologize. Just because it's the point you just made, is there a distinction in -- and I would like to -- I would like to ask deputy chief on the word support versus serve. When you reference that we can support it, I think from your perspective are you meaning we can serve it, because of course you can serve it.

Bongiorno: We can serve it.

Borton: You will serve anything, though.

Bongiorno: Yeah. Mr. -- Mr. Mayor, Councilman Borton, when it comes down to it, I mean we are -- we are one of those ones that if you build it we will be there.

Borton: Right.

Bongiorno: It's just for us is how long is it going to be there. I mean I -- I -- in my seven years that I have been the fire marshal I have never -- I -- I think only once or twice I'm like, man, we really can't support you with this project, because we can, but it -- for us it's just what's the response time going to look like.

Borton: Right.

Bongiorno: And -- and this is totally -- we are -- we are in no man's land out here.

Borton: So, is there -- is there any distinction when using the word support versus serve in this context? Like support -- like I want this project approved or we can serve it. We can accomplish our task?

Bongiorno: We can -- we can serve it.

Borton: Okay.

Bongiorno: I mean, honestly, we need a -- we need another fire station out there to support the growth that's -- to serve -- however you want to say it -- what's going on out in this area. Because this is going to be the next hot bed as -- as that development is coming from Eagle Road going this direction, we have been actively looking for land out here, because we know Laren has a project that he wants to build. The Eggers' property has been brought forth for development and -- and I told them -- I'm like we -- we really can't get there. I mean you can build it, but if Council approves it we don't know how long it's going to take us to get there, because they are all the way up against the freeway. So, for us, you know, there is no freeway access. We have to go all the way around to get to it. So, that's -- that's the big problem with -- with Black Cat.

Borton: And -- Mr. Mayor?

Simison: Councilman Borton.

Borton: That's how I read your language. The -- the lawyerly of it was that you meant you could serve it, which is different to me than we can support it.

Bongiorno: And I -- Mr. Mayor and Councilman Borton, I will agree with you. Yeah.

Simison: And maybe just to put a finer point on this conversation, chief, what percentage of our calls are for fires?

Bongiorno: Oh. Well, lately it's been kind of high.

Simison: I know. I think --

Bongiorno: Yeah. No. We are eight to ten percent roughly. Maybe a little higher.

Simison: Ninety percent likelihood that your response will be for a healthcare related incident at this facility more so than a fire related incident.

Bongiorno: Or depending on the -- the type of building it could be some type of an industrial something or other. I mean because if you look at Fiberon where they are 14, 15 times a -- a year and a lot of those are fires. But it -- I don't know what they are putting in there, so I can't really go, yeah, we will never be there, but --

Simison: So, the five minute response time with fire and healthcare just -- okay. All right.

Borton: Sorry.

Nelson: No problem. And, Mayor, to that end we can also install defibrillators and that kind of, you know, on-site remedy as well as is appropriate in a workplace. So, I -- I think we have -- we have tried to address all your questions. They have been good ones. Thank you for getting into the details. We really appreciate the direction of the last meeting to propose the conditions of approval, so that we can go through this exercise. So thank you. And we -- we feel that we have tried to work through all of your questions and concerns about the -- the main points, so that we can bring you this two million square feet of needed industrial and ask for your support of the project with the conditions that have been proposed and modified this evening.

Simison: Thank you. Council, additional questions for the applicant? Comments? Or have a seat and we will see if there is further dialogue.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Question back to Caleb. If the sequence -- if I understand it correct -- that these conditions of approval we have been talking about, they are conditions that were initially crafted -- drafted by the applicant to us proactively, trying to get the dialogue going, which I appreciate. We responded that April 3rd -- or August 3rd memorandum. Is that the -- the totality of the exchange, other than tonight on the conditions? And I mean it's -- it's difficult to go in this sequence, but -- and -- and if so, in light of this conversation, your input is very important and -- and do you think that each of these conditions has been discussed and vetted or are there more things that you think, Council, you need to

consider -- when I look at these proposed conditions, I -- I recommend you look at seven, eight, 12 and -- and 14.

Hood: So, Mr. Mayor, Councilman Borton, it's -- it's a good question and a bit unfair, quite frankly, because Alan was the planner, so to say it was -- is comprehensive, there has been other conversations that I haven't been a part of.

Borton: I know.

Hood: But that said, you know, I -- I'm pretty confident in what you had before you with the commentary, with the discussion tonight and some of the notes that aren't, you know, in the record, that a lot of them are -- a lot of the issues are at least raised. But with that said, just as an example, we didn't quite get there before the break -- 1.2 talks about the R-15 zone property and this isn't a huge issue necessarily, but I just want to bring it to your attention, that there are two pretty basic provisions in the development agreement that just say the house needs to hook up at 350 South Black Cat within 60 calendar days. Pretty standard. And, then, it talks about, you know, use -- consistent with the uses and dimensional standards in the R-15 zone. I can't remember the last time that Council approved an annexation without a conceptual redevelopment plan for a property. R-15, C-C, C-G, anything, I just don't recall it. Again we are only talking about one acre, not -- not a huge deal, but kind of to your question, staff originally analyzed this and said, boy, at a high level we don't think this is in the city's best interest, so stop short of, then, adding some other conditions that talk about, hey, any new construction on that site modify the DA first and bring a concept back, because the way it's worded right now, they could build some duplexes out there and we couldn't say yea, nay, or indifferent, it's just building permits and off you go. Have four access points to the arterial, because we don't have any code that applies. So, just as an example, that -- that parcel -- and it's not -- 130 acres is the big deal. It's just one acre. But just as an example, there are some things that haven't been fully vetted. I'm not trying to delay it. Don't get me wrong and I'm -- I'm prepared right now. I mean just even with that we could add what I just said, say, hey, that property, enjoy what you have now, but if you want to do anything else you got to come back and modify your development agreement with the new concept plan. You are not entitled to develop with R-15 uses and daycare centers, townhouses, duplexes are not approved by right with this annexation, because you haven't submitted a concept plan. So, again, you had multiple questions kind of in there. I'm pretty comfortable with where the discussion -- and I think we have vetted a lot of these -- these concerns out. I would -- back to one of your last comments. I would like to -- and I appreciate Ms. Nelson, you know, kind of running through those, where they are at and -- and back to you. Just so I'm clear and if recommendation -- or the -- the motion is to approve tonight, make sure we get it right for the -- the findings and the conditions, I would like to read back to you what I heard and understand and that way there isn't, you know, too many iterations of this and I -- I don't think it will take as much time as it did earlier, but just some clarifications on the 8/16 memo if -- if and when that's where you guys are at and want to do. I do have some just -- want to make sure I heard everything correctly and we document it as such.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I'm not intending to interrupt Caleb. I have a question before he goes through that process. So, wouldn't it -- considering that you didn't draft these conditions, the applicant did, which is kind of unique, would it not make sense for you to -- for staff to have more time to really go through that in detail and bring us back potential conditions that add anything that may have been missed? I mean you have commented on the conditions that the applicant created, but you didn't set any of your own and -- and wouldn't it be better for us to just not -- at this point I -- I would like to further explore staff's request to change how these categories are set up and not do it by square footage, but, rather, do it by design review and time frames or CZC time frames and have the applicant go through that with staff and figure out that process versus the square footage before we even talk about the details of the DA provisions that they proposed.

Hood: So, Mr. Mayor, Council Woman Perreault, I -- I -- and, again, I'm -- I'm not Alan and wasn't privy to potential conversations he had, but I have been enough involved with this where I do know there were some back and forth and the conditions you see now aren't what they looked like back in April. So, we have had some things -- hey, can you address this in your proposed conditions? Can you -- and, in fact, we note that in a couple of these. Hey, this was added at the request of staff. And so we have had that. I haven't personally done that, but I, with some confidence, believe that Alan has. So, I don't know that continuing it so we can make sure that all the conditions are addressed -- I think we are down to somewhat wordsmithing. I think most of the issues are on the table and I don't know that a delay to make sure that every single T and I are caught -- again, I somewhat trust that Alan did most of that exercise over the last few months. So, again, this isn't -- even the 8/16 version that you have tonight, there was three or four versions of this before and they have added some things at our request and say, hey, can you address this, can you address that. Is it worded how we would prefer it? No. But at least it's addressed to some degree.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I guess the general -- just general question for Caleb and maybe for Bill. Wouldn't it make sense to -- we will decide where this goes or whether it's a general approval or a denial, just like with any project. We would list the additional conditions generally and, then, I think we would have to see revised findings that would reflect that. Like I don't think we would be approving the exact findings tonight. That feels a little clunky. I think we have -- if we got there, if we get to an approval, I think we would have an idea. But I just saw Bill nod, so is that what you would recommend?

Nary: Mayor, Members of the Council, Council Woman Strader, that's normally been our course. When we have had a situation where the staff has recommended denial, P&Z's recommended denial -- I think Caleb's right, I don't know that the level of detail of -- of -- needs to go back to like square one. I think they have probably got this to a point that it

is going to be crafting what the actual final findings look like, having the applicant review them and make sure they are in line with what their recollection and what their notes reflect and so -- but the staff is -- like Caleb said writing it and wordsmithing it the way that fits our template, our type, so that we are comfortable with it. Like Caleb said, a lot of it is going to be making sure we put in either triggers or some way to put some checkmarks in as to when things can happen and what is the consequence. I mean one question I wasn't clear on was on that -- and -- and maybe we have cleared it up now. We talked about the road and when the road would have to get extended and we discussed 60 days, six months, 90 days, whatever the number ends up being and, then, what? If they don't then what? I mean that's kind of what I think Planning gets sort of tasked with at the end. Okay. This says you have to have the road completed in 90 days or 180 days. Okay. On day 181, then, what? What do we do? Are we holding up other -- is there other permits? Is that what's anticipated? So, I think there is a little bit of that stuff that Planning usually nuances before you get the final one. So, that's what I would suggest. And, again, obviously, Planning is going to craft this, so what Caleb's direction is is probably the most critical. But that has been our norm is that.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I'm happy to kick off some discussion if we think it's time for some discussion. Maybe we will keep the public hearing open in case we have a question. Long process for you guys and for us. It's been a long process. This is a big development, important part of our city. I'm glad that that process has happened and I know the continuances have been hard, but I think it has really improved what would happen here. You know, I'm strongly in support of this one. I don't think it's without its issues, but to me this is really like the future of where the economy is going and a great use in Meridian for generating jobs. The truth is, you know, offices are -- there is a lot of vacancy in the office product right now, but I don't just think that's for now. This working from home thing is not going to go away. COVID is not going to go away. I think having this type of industrial use that can benefit from the trends around manufacturing and the internet and all those things is a good thing. They have made a lot of changes. I appreciate that. Especially acquiring all the right of way along Black Cat. I thought that was a significant change on their part. I appreciate that it's phased. You know, as they expand they are going to comprehensively ensure that the road network gets updated. Understood -- and understanding there is no one forcing ACHD to do it. No one can guarantee that. But it's certainly in their best interest, I think, if all this right of way is acquired and they seem more open in their letter to working with them on a development agreement, so, you know, with some conditions -- a lot of conditions I think along the lines of what we talked about, I'm supportive of this one. I think it's in our best interest.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I think -- I tend to agree. I really do. I think the timing has always been a challenge. Clearly the applicant's aware of that. I think the pros of what this brings and the improvements up to today outweigh the difficulties that we have with the -- its location and the -- and the sequence of its onboarding into the city. For me procedurally what I thought of as we went through this process and -- and heard these remarks and discussion is if a project -- if this project were to go forward that, you know, a public hearing would be closed and we wouldn't necessarily have to take action on it, but, you know, with the direction of staff, with this discussion to provide the complete conditions of approval as amended tonight, up to and including your recommendation with regards to the R-15 lot, and have the complete amended conditions of approval available for an official vote, if there is a general direction that the Council would be supportive of it, based upon what we heard tonight. To do that really right now might be difficult and we hate to create and approve specific language in that manner, but maybe if -- if you were to get a consensus from Council to go that route, at least you would be able to -- to craft that language for an official action. I -- I don't feel totally comfortable making a vote on it without seeing the exact wording of those conditions, because this one's a little funky in the order, but I -- but I am certainly supportive of what I have heard and what this project brings to Meridian. So, those are my two cents of how to act on it and how we could proceed.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I'm still a bit unclear on the purpose of just doing an annexation without, as Caleb mentioned, a DA and a concept plan. What -- what does that benefit the applicant to just be annexed and -- and, you know, not have those other elements? It is really unusual. At least I have probably only seen two or three applications that -- just for annexation that don't have anything else tied to it. So, I'm -- I'm just trying to really wrap my head around what the benefit would be to annex it -- what the benefit would be to the city to annex it with -- without any other guidelines included.

Hood: So, Mr. Mayor, Council Woman Perreault, I don't know if there is a huge benefit to the city to annex the one acre. However, it has to be part of the annexation, because that's the path of contiguity if you want to annex the 130 acres, because that's, again, the point of connection. So, if the concept plan is no concept plan and their plan isn't to plan, that's okay, too. I think we just need to document that in here to say you have got a single family home on there. Continue to have a single family home. R-15 -- you can have a single family home in the city in R-15, hook it up, you are good to go. If you want to do anything else, though, you got to come back, because you are not entitled to do anymore than that and that's just what isn't clear right now. So, your question about, you know, is there a huge public benefit or -- not -- not really. But it needs to be part of the application in your action or else the 130 acres is ineligible, so --

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Mr. Mayor, I appreciate the dialogue we have had and -- and the attempt to make changes and -- and trying to meet the situation that exists out there. Expansion of roads, dealing with the traffic, things that others have commented on at past hearings and -- and it -- it has come a long ways. One of the things -- you know, we talk about adhering to our Comprehensive Plan or the Ten Mile Plan and that's always a good thing, but we -- we are always also looking at what has changed that makes it so we can do different things or it's -- it's okay to do something different and -- and to me the game changer is the extension of Highway 16 that connects to the freeway. When -- when you look at that -- that design, it -- it's going to be different than say Ten Mile or Eagle Road and having those types of retail and service type things that are along those corridors. You have right-in, right-out. Access is real close. You notice those long on ramp -- on ramps, off ramps and everything is going to take place there at -- at that intersection at Franklin and, then, those services are going to spread out. To me it's -- it's more akin of what we are seeing at -- where the Amazon facility is at -- at Robinson Road and Franklin Road. It's -- it's going to be at a different type of thing and to me this -- this facility -- the I-L zoning is -- is appropriate for here. It -- it makes it work. There are challenges. You know, we need that north connector to Franklin Road, but it's on property they don't control, but that can come in time when that property goes to develop, we can have those connections made. They handle what they could handle and that is the right of way on -- on Black Cat Road. I -- I -- I think it will fit our Ten Mile Plan. It is some use that we envision as part of that. It is -- I think Council Woman Strader is -- is correct in her -- her assessment that this is what is needed and what is moving to in many ways. The -- Deputy Chief Bongiorno does give me pause. It is a seven minute time to -- to response time, but at the same time I know we have done some other things in other areas where the -- the times are stretched a little bit, knowing that we will have to build a fire station in north Meridian. We will have to build a fire station in south Meridian and now those are happening. We do have to build a fire station here in this western -- if you want to say -- yeah, I will just call it western Meridian. That -- that will serve -- serve that area and -- and that work is beginning. We are searching for -- for land and Mark's out there, so we will put a bug in Mark's ear. So, to me I think with the -- the changes that Council Woman Strader has -- has doggedly pursued and made sure we have -- have in -- in this DA, I think Caleb makes some very good points about the property that -- for the R-15, some of those changes need to be made and I -- I think if we can do it -- a question for -- for Mr. Nary -- Mr. Nary after my comment and that is, you know, if -- if we just want to have the DA coming back to us for final review, can we -- do we need to vote on annexation tonight and, then, do that or if we reschedule -- if we have another hearing, even if it's next week, does it have to be re-noticed.

Nary: So, Mr. Mayor, Members of the Council -- and, again, I would say I want Caleb to weigh in. I think if you want draft findings and a draft development agreement, I would think your earliest time to be able to see that would be September 6th, which I think might already be a little full. I would suggest if that's what your intent is -- you continue it so that you have an opportunity to comment -- not necessarily for public comment, but for you to make sure the findings of the DA, that Planning is comfortable with what it is, all of you are comfortable. I did hear a little bit of concern about wanting to really see the language. So, you are not really necessarily going to vote on -- on approving it tonight, you are going

to vote -- you are going to direct the staff to prepare findings with the desire to approve this project, with the conditions that have been discussed with the specific notes that have come up tonight, like, for example, the additional information that Ms. Nelson provided about providing access to that small out-parcel that's adjacent to Franklin Road, that that would be included. I -- I think that would -- that's what I would envision and I don't know if Caleb has a different thought on that, since Planning is the one that has to craft this, but I think -- I don't -- I think one week is a little tight, because, really, the deadline for one week is tomorrow morning.

Hood: Yeah.

Nary: So, really -- and we don't have a meeting in two weeks. So, it really would be 9/6. But I think Mr. Johnson had told me earlier that we also have a pretty full night. But I think at that one we are really reviewing the findings in the DA. I don't think we are talking about a lengthy hearing.

Strader: Mr. Mayor?

Simison: Councilman Strader.

Strader: Yeah. I mean wouldn't we normally be -- help me out, because I don't understand how this is different. Like for -- for most projects wouldn't we normally be approving it in general subject to reviewing the findings, because, then, we would put those on a consent agenda. I guess I'm just wondering why -- if it's really important that we not vote on it tonight or we -- or if we can vote on we desire to approve the project and directing staff to prepare these findings and the DA with these conditions -- and we can list them if we -- I have them if we need. I'm just trying to understand how it's different. That's all.

Nary: I guess, Mr. Mayor, Members of the Council, Council Woman Strader, I think the only thing that's different is I wasn't -- I wasn't sure without any specific language, other than what's been crafted by the applicant and what's been commented on in a memo, that all of you were comfortable -- at least four of you are comfortable enough to send -- to approve the project subject to just the findings, bringing them back on a future Consent Agenda, which might be on the 6th or might be on the 13th, depending on if there is language that needs to be wordsmith out a little bit more. But if that's the desire you certainly can approve it. I guess what I was hearing from a couple of you was I'm not ready yet. I want to see the language, I want to -- I want to know what the specific wording is, not the converse, not just based on the conversation, but actually read it. So, it really is your -- your decision. If you are comfortable enough to make a decision based on what you have and that's the direction you want to give us and we will craft the findings subject to the agreement between both parties, that's certainly within your authority. So, it's up to you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I had raised that sort of sideways process, only because the manner in which we got here is a little sideways and it didn't originate with language crafted by our staff and if this project, you know, has the head nods and direction to go forward from Council, which I don't -- we have got to hear from three more, so hear from three more and see if this thing goes that route. But if -- if it did have that approval, even the general head nod and direction, I think that's what the applicant is comfortable with. If it takes two weeks to craft the language and bring it all back -- or three, that's not the concern. I think the concern from the applicant's perspective of get the direction that we are all on board with this and let's just make it right. I -- a matter of a week at this last stage to ensure the language is right, we -- we talked about it. I don't have a record of it. I didn't take notes specific enough to make sure something is not missed. That was the only reason to not be in a rush, if there is direction, but we will see what the other Council Members say and it might --

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thanks, Council Member Borton. I think you are kind of tracking right where I am at and, you know, my biggest concern about this project has always been -- I think as with most of Council has been the roadway network and making sure that both existing residents, future residents, as well as the users are going to be able to access these roads efficiently. I want to commend the applicant for -- for their work and their effort to make that happen. I was meeting with some folks a couple weeks ago and they were going on that I think the City Council sometimes continues too many of these meetings and the result of those really speaks for themselves. It's a better project for our community. It's a better project for the applicant. It's a win across the board. I -- I'm supportive conceptually of what we have been discussing tonight. I would like to see the -- the findings come back from staff. I think it also gives the applicant an opportunity to review and make sure what they thought was going to be covered was covered. What we as Council think is going to be covered before we make a decision here in -- in two or three weeks and, then, Mr. Mayor, if I can real quick, you know, we are a team and we don't -- we don't pass out game balls and I know that we -- we may not take some action, but if we did have a game ball, boy, I sure think it goes to Council Member Strader tonight. I just wanted to thank you for -- being -- maybe this is a good decision for Council to put me in a -- in another state, so I'm relatively quiet through the meetings, so I just want to thank Council Member Strader for her very thorough review and questions and -- and the applicant and staff for working through that all.

Simison: Council, any other comments from anybody? Just for -- you know, I -- I have met with the applicant like many of you before they did and I have never been a proponent of this project. I'm still not. I know it doesn't matter. I know the votes were here last time. I knew they were going to be here this time. But I do think that we are stretching our services and our growth area for this community further than where we are. We are,

essentially, asking ACHD to now re-divert their funding to other roadways in this area when we have other road areas of our community that we have somewhat identified as a priority, potentially along Ustick take it out to the high school out there. I'm just concerned about extending our services, fire, roads into this area. The job information is much better. I mean I'm -- I'm -- I'm pleased to hear about the -- the -- the job numbers. I'm excited to hear who it is and expect to see that press release as soon as this is announced about who is -- who is staying in our community or who is staying in the valley and coming to this location. But, you know, in my opinion on behalf of this city staff, who voted -- who recommended denial, your emergency services, who have concerns and, quite frankly, a road network -- I was hoping the applicant was going to come back and build all the roads and that ACHD wasn't going to be the one that was going to be funding it, because I do think that this -- if they want these time frames to be upheld it is going to impact other roadway priorities in our community, but I think that most people would say is a need right now, whether it's Black Cat, Ustick, McMillan, Linder Road overpass, these projects are going to compete with those dollars for those projects. But as I stated, I -- I have heard -- I have heard your comments and I could have just stayed quiet, but I felt it's important for me to put that information from my standpoint out there, that I think it's going to be a challenge for our community to continue to -- really you are opening up a new sector of our community that we have been trying to hold back a little bit and it's going to be harder for the next one to come in to continue to hold that line, which we -- we have that request all the way up and down Black Cat to the west. You are kind of jumping over a little bit. Not far, but it -- it's -- it's enough to make the conversation different as we move forward up in this area of our community, so -- but it has been a process and I appreciate the work that everyone did and -- and go from there. So, thank you for allowing me to say a few words.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: With that discussion the public hearing is still open and the consensus chatter has been some direction to staff that we are on board with the project, we talked about perhaps three weeks, but if the applicant wants to -- I don't want to make you head nod, but if you want to come up and -- if you think that's an awful idea, that's a great idea, or there is some issue that we haven't contemplated. Maybe there is -- you bet.

Nelson: Thank you for your patience. We -- we are just looking to get to the finish line as -- as quickly as possible, so we would ask -- there has, as Caleb noted, been a lot of back and forth and so -- and I think the notes were pretty clear. I think several of us were taking pretty good notes about what the -- the discussion was tonight. So, we would ask for a condensed time frame. This is not to go draft all the conditions. So, as -- as short as possible. You know, also we -- you know, we lean towards the approach that -- that Strader outlined -- Council Member Strader to have the -- the vote as you normally proceed and come back with the findings to have that presented then. That would get us even closer to the finish line to handle that at findings. But at a minimum we would just ask for the shortest time frame possible. Thank you for letting us weigh in on that.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Simison: I'm willing to give it a try. We could see. And if I miss stuff you interject, help me out. I think -- yeah. Thanks, Councilman Cavener, that was very sweet. Yeah. Can I -- can I -- question though. Can I make a motion without -- can I leave the public hearing open or do I have to close it?

Simison: You must close the public hearing.

Strader: And we would have to reopen it if we go back. All right. Well, I move that we close the public hearing.

Borton: I will second.

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

MOTION CARRIED: ALL AYES.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: After considering all staff, applicant, and public testimony, I move to approve File No. H-2021-0064 as presented in today's hearing date with the following modifications: We direct staff to draft appropriate DA provisions and findings for final approval as per normal course of business, going off of the August 16th memo, but with any additional changes that are needed to be made by staff and with the following modifications: Under Condition 1-1.1A we will remove the word primary in reference to self-storage facility, reflecting that self storage will not be a permitted use on the property. In addition, we will note that vehicle impound sales and repair will not be a primary use on the property and that any use of vehicle impound sales and repair would be conditioned upon keeping the inventory of vehicles inside of the building. Under Condition 1-1.1B we would note after applications, including our architectural design review process. Under Condition 1-1.1C1 we will add the building facades fronting on and adjacent to Black Cat Road, Interstate I-84, and north facing facades facing Franklin Road will all be considered frontage for the purpose of applying the development guidelines. Further down under Condition 1-1.12G, just to reflect the discussion. We will allow the Rosenlof Drain to be left open. Under Condition H-2, the east-west collector must be extended to the western boundary. We will add the language to reflect that it can -- that it must be done within 90 days from the end of the available connecting street on the western boundary. To clarify, meaning that the extension of the east-west collector must be accelerated to be faster than the applicant building to 960,000 square feet. If the stub street has been completed on the western boundary it must be completed within 90 days of that taking place. I will leave it

in the staff's discretion whether to specify the ramifications of not doing that in time -- would include building permits being withheld in the future and whether they want to include bonding as a condition. Under 1.2A I want to add a provision that building anything in the R-15 zoned property beyond the existing use would require a DA modification and a conceptual development plan. Okay. And, then, finally, a couple more new provisions need to be added specifying that the three acre parcel needs access to the arterial and that the applicant needs to work with the Fire Department to take any measures necessary under our normal course of business to mitigate the risk of a fire or an EMS event at the facility and noting that the building material must be primarily made of concrete, as the applicant has stated, and have sprinklers. I think I got it. I'm looking around.

Hoaglund: Mr. Mayor?

Simison: Do I have a second for discussion?

Hoaglund: Yes, I will second.

Simison: I have a second. Councilman Hoaglund.

Hoaglund: Yeah. I just -- on the access for -- for the -- the home at 350, to the collector. Not -- not -- not the arterial, because Black Cat would be the arterial. So, it's collector; correct?

Strader: Thank you, Councilman Hoaglund. Yes. That's correct. I will make that change to my motion.

Simison: Second agrees?

Hoaglund: Second agrees.

Simison: Discussion on the motion?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Kudos to Council Woman Strader. That was pretty darn accurate. I -- so, I just want to be clear in all of my questions this evening. I -- I don't -- I'm not opposed to this project and its purpose and its use. I'm happy to have members of our community that want to bring something like this forward. But I just still have too many questions to feel comfortable voting yes on the annexation. So, I won't be supporting it, but I -- I don't want there to be a misunderstanding that I'm not supporting any application at all, it's just I don't -- I'm not supportive of this particular motion at this time for the annexation before we vote that the -- that I just have too many questions that I need answered before I can say yes on the annexation.

Simison: Is there further discussion on the motion?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: You might have -- it might have been mentioned, but the motion includes the catch all, you know, any and all other remarks from the applicant and staff that were discussed, but might not have been specifically addressed in the motion itself?

Strader: Mr. Mayor, absolutely. If I did not -- I thought I stated that, but if I did not I absolutely intended to.

Borton: Okay.

Hoaglund: Second agrees.

Simison: Second agrees.

Hood: Mr. Mayor?

Simison: Mr. Hood.

Hood: I -- I agree. I think the motion was -- tracked with my notes very well and I'm not trying to belabor this, but I do want to bring up one concept that's a little bit different than what we have talked about tonight. Like the old adage, I think a picture is worth a thousand words and I would like your general blessing -- I don't think we have to open up the public hearing again, but if they have some concerns with this that's fine, but I think on a couple of these items -- like, for example, on B, Council Woman Strader, your motion mentioned to include the DES process. I think if we can just attach to the development agreement, the submitted renderings, and things like that that will help. So, just as an example -- and if you say don't do that I'm -- I'm open to that, too, but I -- I would like to include the roadway phasing exhibit that we saw tonight in the development agreement and I think that will really help on page two, because there is a lot of square footage things, but to have the picture to go with the words I think will help and there may be -- need be some slight tweaks that match the words based on what was said with the 90 days and all that, but I think it will be clear, then, for future when someone reads this -- well, what are you talking about? And same with, you know, the concept plan. So, putting the concept plan in there, so it's -- it's referenced, but it's an exhibit. So, I just wanted to generally get head nods. I saw some over here, but I think there will be some wordsmithing -- and I don't want to take too many liberties in that. I appreciated at the beginning of the motion you added that, but I just wanted to make sure that's not a big deal for anybody and it doesn't seem like it is. The other thing I want to just give you a heads up, then, that I will likely include, as I talked to the applicant about modifying the exhibit that shows the phasing for the roadway exhibits -- and, again, I'm not trying to belabor this too much, but we do run into issues sometimes with the building official and

occupancy. I'm not worried about the first one. That makes sense. Prior to first occupancy we -- we have a hammer there. Sometimes, though, the developer is out of the picture when you get down the line to phases two, three and four and you made reference to withholding building permits potentially. I'm much more comfortable with withholding building permits than occupancy, because sometimes you get a developer and they sell a lot to somebody who is building the building and we hold up the building occupancy for something the developer is on the hook to do. So, building occupancy isn't always the best hammer, because we hold someone's feet to the fire that wasn't initially on the hook to perform. So, just -- I will talk with legal a little bit about that, but we have had issue after issue with withholding occupancy and if we can make that more we will withhold building permits we are not so far down the line and someone is just chomping at the bit to get in their building and yet we say, oh, you are missing a tree over here. Well, it's not my responsibility. That was the developer that was suppose to put the tree in. So, again, I'm -- just don't be surprised --

Strader: Mr. Mayor?

Hood: -- and we may need to talk about that and pull it off the Consent Agenda potentially if the applicant doesn't agree to some of that and we will talk about it, but --

Simison: Council Woman Strader.

Hood: Yeah.

Strader: I believe my motion specified building permits, but I'm happy to clarify that that could be -- I actually gave Planning some pretty wide berth to add whatever conditions are necessary and encourage them to do that.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Yeah. I just -- Mr. Mayor, Members of the Council, Council Member Strader, I heard building permits as well, so I -- I think we are okay, but I -- I think what -- Caleb is right is that, you know, we want to make sure we are real specific, so we will -- we will have that conversation with the applicant. The only other thing I was going to suggest -- and this is mostly, again, I think kind of the warning that Caleb has had, that we are not talking about the current planning staff today, we are talking about a future planner five years from now. I know Ms. Nelson said that, you know, again, part of their construction is these buildings are predominantly concrete. I don't want someone to have to figure out how much is predominantly concrete. I looked at the renderings and I think that's what we normally do is attach renderings. I would imagine these buildings appear to be -- in the pictures to be concrete, glass and steel. So, I would assume that's the general material that these buildings are made out of that are consistent with the drawing. So, I would suggest instead of just identifying concrete, it say concrete, glass and steel and, then, consistent with the -- with the renderings that are submitted. So, then, a planner doesn't have to go

figure out does this have too much concrete, not enough steel, too much steel, not enough concrete -- I don't think we are going to care. I think --

Strader: Mr. Mayor?

Nary: -- we need to say what does it look like.

Simison: Council Woman Strader.

Strader: Great suggestion. So moved.

Hoaglund: Second agrees.

Strader: In addition --

Simison: Second agrees.

Strader: -- I would like to also add to my motion that planning staff may add as an exhibit any renderings, roadway phasing exhibits, concept plans, any slide of any presentation or attachment on the public record that will further clarify the findings and DA provisions.

Hoaglund: Second agrees.

Simison: Second agrees. Is there further discussion on the motion? Then Clerk will call the roll.

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

Simison: Five ayes. One no. And the motion is agreed to.

MOTION CARRIED: FIVE AYES. ONE NAY.

FUTURE MEETING TOPICS

Simison: Thank you all for your time, energy, and diligence on this item and with that we already did Item 5, so are there any future meeting topics or do I have a motion to adjourn?

Hoaglund: Mr. Mayor, I move we adjourn our meeting.

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

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 9:52 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

_____	/ /
MAYOR ROBERT E. SIMISON	DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM **TOPIC:** Approve Minutes of the August 23, 2022 City Council Work Session

Meridian City Council Work Session

August 23, 2022.

A Meeting of the Meridian City Council was called to order at 4:32 p.m., Tuesday, August 23, 2022, by Mayor Robert Simison.

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

Members Absent: Treg Bernt.

Also present: Chris Johnson, Bill Nary, Dave Miles, Laurelei McVey, Tracy Basterrechea, Kenny Bowers and Dean Willis.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is August 23rd, 2022, at 4:33 p.m. We will begin this afternoon's work session with roll call attendance.

ADOPTION OF AGENDA

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

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move adoption of the agenda as published.

Cavener: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

CONSENT AGENDA [Action Item]

- 1. Approve Minutes of the August 9, 2022 City Council Work Session**
- 2. Approve Minutes of the August 9, 2022 City Council Regular Meeting**

- 3. Calvary Chapel Treasure Valley Water Main Easement**
- 4. Victory Commons No. 2 Sanitary Sewer Easement No. 1**
- 5. Final Order for Outer Banks Subdivision (FP-2022-0014) by JUB Engineers, Generally Located at the Southwest Corner of W. Franklin Rd. and S. Ten Mile Rd.**
- 6. Findings of Fact, Conclusions of Law for Brightstar Overland (H-2022-0044) by Hatch Design Architecture, Located at 2940 E. Overland Rd.**
- 7. Findings of Fact, Conclusions of Law for Denial of East Ridge Subdivision (H-2022- 0037) by Laren Bailey, Located North of E. Lake Hazel Rd., Between S. Locust Grove Rd. and S. Eagle Rd.**
- 8. Findings of Fact, Conclusions of Law for Julie Rivers Office Condominiums (SHP2022-0009) by Julie Rivers Development, Located at NE Corner of W. Ustick Rd. and N. Linder Rd.**
- 9. Animal Welfare and Enforcement Agreement by and Between the City of Meridian and The Idaho Humane Society**
- 10. Recipient Agreement Between City of Meridian and Meridian Co-Op of Gardeners for Fiscal Year 2022 Neighborhood Grant Funds**
- 11. Recipient Agreement Between City of Meridian and American Legion Post 113 for Fiscal Year 2022 Neighborhood Grant Funds**
- 12. Recipient Agreement Between City of Meridian and Anita Burgess for Fiscal Year 2022 Neighborhood Grant Funds**
- 13. Resolution No. 22-2340: Reappointing Rob McCarvel to Seat 2 of the Meridian Development Corporation, reappointing Kit Fitzgerald to Seat 7 of the Meridian Development Corporation, and appointing Brad Hoaglund to Seat 1 of the Meridian Development Corporation**
- 14. Finance Department: Citywide Fee Updates**
- 15. City of Meridian Financial Report - July 2022**

Simison: First item up is the Consent Agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move approval of the Consent Agenda and for the Mayor to sign and Clerk to attest.

Cavener: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

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

DEPARTMENT / COMMISSION REPORTS [Action Item]

16. Public Works: Public Works Week Sponsor Proceeds Donation

Simison: So, we will move on to Item 16, which is our Public Works -- the Public Works Week sponsor proceeds donation and we will turn this over to Director McVey.

McVey: Okay. Mayor and Council, thank you. So, I get to come in front of you today and not ask for money, which is rare, but actually give away money, which is really exciting. So, we were able to bring back Public Works Week after a two year hiatus due to COVID and that was a really really exciting thing. We really embraced Public Works Week because it allows us to highlight our Public Works staff and highlight the work that we do, which is often unseen, right, because water and wastewater services are underground, out of sight, out of mind. So, we really appreciate that opportunity to bring what we do to the community. So, this year we just brought back the Expo, because we weren't quite sure what would be going on with the world, but we had really good attendance and in Public Works, you know, we have a lot of scientists and engineers, so we have a very scientific method for determining attendance. It is based on the number of hot dogs that are eaten. So, we anticipate we had around 750 people attend, which was a really great turn out. As part of Public Works Week we collect donations from our sponsors to help us offset some of the costs to the city. So, I would like to really quick acknowledge those sponsors on the record. We were able to collect 4,600 dollars in total from the following list of sponsors. Advanced Control Systems. Bowen Collins and Associated. Brown and Caldwell Civil Survey. HDR. Idaho Water Engineering. Jacobs. JC Constructors. JUB Engineers. Mountain Waterworks. Treasure Valley Drilling and Republic Services. It should also be noted that Republic Services generously donated the T-shirts that all the staff got to wear, which was over a thousand dollars in donated T-shirts. So, at the end of the event, after we cover all of our expenses, each year we are able to donate those extra donations to some organizations that are important to Public Works and so that's what we are here to do today to give some funds back to these important groups. So, the first one that I would like to give is to our Parks Department. So, if Director Siddoway

could come up. We were -- we have a donation of \$507.50 for the Care Enough To Share scholarship program.

Siddoway: Thank you.

McVey: All right. And our second organization, also important to Public Works, is with our SWAC. So, if Commissioner Cory could join me up here. So, we are -- the expo donation of \$761.25 to the Solid Waste Advisory community recycling fund. And our last donation is to an organization that's really important to Meridian and Public Works Expo donates to this each year is the Meridian Food Bank. So, if Dan Clark can join me up here. We are donating \$2,537.49 to the Meridian Food Bank. So, that's our presentation, quick, fun thing and we appreciate your guys' continued support of Public Works and Public Works Week.

Simison: Thank you, Laurelei, and I know I speak on behalf of everybody, thank you to your team in putting that on and bringing it back to the community, as well as being able to reinvest in some of our partnership with needs here in the community and that's just being part of what Public Works does. So, thank you. And, Council, anyone have any comments or comments they would like to make?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: As the Public Works liaison it's been fantastic to see how this department does what they do and to get to know Laurelei and being elected right before COVID happened I haven't had the opportunity to go to so many of these events, because they haven't existed for the last two years. So, I did get a chance to go to the Expo. It was much more awesome than I thought it was going to be and I just want to say when I saw this on the agenda I was really excited that -- that Public Works was able to share this with the other commissions and important members of our community. So, thank you for doing that.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Similar to Council Member Perreault. I mean when these events go away we kind of realize we take them for granted and there is one thing I quickly learned after returning to the Expo is what a -- what a service that provides to our community, to our kids. My six year old was like on fire for Public Works and was talking to his grandparents and his friends about what happens when you flush the water and clean water and all that. So, you have got a great brand ambassador. But I just also think it's such in line with the Median Way to do a great event for our community and, then, also continue to pay it forward by providing donations to three worthy causes. I just appreciate you and your team. A significant amount of work that you put into this and appreciate the -- the impact you are making on community.

17. Idaho Transportation Department District #3 Eagle Road Corridor Update

Simison: Thank you. I'm moving on, Item 17 is the Idaho Transportation Department District 3 Eagle Road corridor update. It looks like we won't do an introduction from staff, so it looks like Dan is going to come forward and introduce himself. Dan, first of all, thank you to you and the team, for Caleb and everyone else, for being here. We really appreciate it. We know there has been talk about in the city, in the media, and we appreciate you being here for the dialogue today. So, with that I will turn it over to you.

McElhinney: Thank you, Mayor. Thank you, Council Members. I'm Dan McElhinney. I'm the chief operations officer for Idaho Transportation Department and we are very glad to be here. We have had a long time partnership with the City of Meridian and the city of Eagle, of course, on Highway 55, Eagle Road, and we -- we really do appreciate all the teamwork to date and we are here to help kick off a corridor traffic safety review and so with our partners from ISP and, of course, our partners at ACHD for our traffic signals, City of Meridian, city of Eagle, IT and our Office of Highway Safety, we will be working over the -- the next few months on a corridor traffic safety review. So, we are going to talk a little bit about that and I do -- I do appreciate the -- the chief and the police department overall for their teamwork with Office of Highway Safety. They -- they recently received a grant for 43,000 dollars. It's a long term grant for -- it's the one year period since October and the stats rolling in, chief, are -- are really good. This is not just on 55, but here in this city over 260 different citations -- 200 speeding citations using the Office of Highway safety awarded grant and Meridian PD. Eight DUI arrests and 135 other violations since October and the data is still rolling in and we want to say thank you to the chief and his team for that partnership. Today we are going to present some near-term and some long-term ideas that our safety review working group will look at and as well keep the Council updated on and the potential for additional grants is there, too. So, it's great to do a safety review and give us an opportunity through the office side with safety. With me today, of course, is District Three District Engineer Caleb Lakey. ISP Lieutenant Jussel, who will also present. Sergeant Madenford of ISP. And John Tomlinson, our recently promoted, but still leadership on Office of Highway Safety to help with the presentation and questions. Our presentation gives us an opportunity to first celebrate that interagency teamwork and partnership and we are going to rely on that teamwork which also includes COMPASS and ITD staff here in District 3 on the planning and -- and -- and long-term regional route of State Highway 55. We are going to present traffic conditions currently, a.m., p.m. and weekend traffic data that we have to date and talk about the updates that we have done for traffic safety on the six and a half mile corridor. We will -- we will go into the crash data brief -- briefly, the Office of Highway Safety provide us recent crash data and, then, we will summarize near-term possible solutions and long-term proposals as well. So, it will take us about 20 minutes or so and, then, we will open it up for questions. Thank you. Introducing our District Engineer Caleb Lakey.

Lakey: Good afternoon, Mr. Mayor, Members of the Council. Pleasure being here today. Again, my name is Caleb Lakey, I'm a District 3 engineer for ITD. ITD is a state agency divided into six administrative regions. District 3 is the southwest corner of the state or

the ten counties here in the southwest corner of the state. So, Meridian is -- is one of several communities that -- in that region, as well as State Highway 55, one of several U.S. highways -- state highways, interstate, that -- that we manage here locally. So, I would like to provide a little bit of a background to State Highway 55, Eagle Road. I think it provides an important context to our discussion today and leads into what -- what Chief of Operations Officer McElhinney talked about or the things we might consider as we -- we look at Eagle Road and we look at how Eagle Road is -- is operating. It really -- I would invite you to keep in mind that a highway operates as a system, it's part of a greater whole and so as we make changes in one location they are going to have secondary and tertiary effects in other parts of the system and so it's always a give and a take. It's always a balancing effort that's made as we consider making changes, whether that be to lane configuration and striping, median barriers, et cetera. There is -- there is tradeoff to all those things. Here on the screen just to start off with, I want to provide you with some context to the volume of traffic that we carry on Eagle Road. Fifty-seven thousand vehicles as an average daily traffic. That's -- that's a high volume. So, by comparison if you look at Broadway, 24,500. Fairview, 28. Chinden 25.5. State Highway 44, 32.5. You can see the context and -- and the artery, really, that 55 Eagle Road plays. You don't need the numbers to know that, you know that just by driving the road you can see the volume that it plays -- that it -- that it carries. But it really serves as a prime north-south connector in the valley. It was designed that way and many of the features of the highway are for that purpose of -- of moving traffic north -- north and south. So, again, a little bit of a -- of a look back at how we got to where we are today. In 1990s State Highway 55 was added -- or a portion was added from Fairview to I-84 that really kind of completed 55 as we know it today. Prior to that US 30 went down Fairview and so that transaction happened in the early '90s, but 55 has been around longer than that, obviously. Way back in 1930 and we built two bridges across the Boise River for a total cost of 54,000. I wish we could build bridges for 54,000 dollars today. But just to give you kind of some context. The highway has been around for a long time and it has morphed and changed and adapted and re-adapted and re-adapted as things have developed and redeveloped along its corridors. I -- I grew up here. I distinctly remember driving between my home and west Boise and -- and Meridian for events and seeing friends and I can picture the corner of Ustick and Eagle Road and it was a two way stop condition. There was a stop sign with a red flashing light on top and four cornfields and you stopped, you made double sure you cleared, because it was a highway and over the top you would go and when -- after I left for college and came back home I sometimes would get lost. I was looking for the cornfields and the flashing light and I couldn't find them for -- for years and -- and just the development continues to happen and changed the landscape of Eagle Road and traffic continues to increase as we see -- see growth in the area. I thought it instructive as we look back at the aerial imagery, as Google Earth is so cool in this regard, you can go back in time and so this is a 2022 shot -- aerial shot of State Highway 55, Eagle Road, from Eagle on the right-hand side of your screen to I-84 on the left. We have put a red dot on The Village and, you know, this is kind of an epicenter; right? As everybody knows that -- that landmark. You can see the -- the development, obviously, the residential areas, as well as the commercial districts. You know, the highway, a six and a half mile corridor. We have got two to three lanes. We are almost done with the third lane all the way from The Village southbound carrying over 50,000 cars a day, with a peak hour of over 4,000

cars and, really, we kind of have these three segments. We kind of have what I -- the hospital region, which is that first half mile or so at the far southern end from the -- the freeway and, then, you add in -- you come into this -- what I would call the business region. It's more -- more commercial district that stretches from Franklin say through about Chinden, roughly, and, then, once you pass Chinden it really drops off -- maybe McMillan it kind of drops into more residential; right? And you can see those transitions happen along the highway and we actually have three speed zones. There is a short 50 mile an hour speed zone on the far southern end. The majority of the highway is signed at 55 miles an hour and there is a short 45 mile an hour zone at the far north end as we transition into Eagle and correspond -- or the conjunction there with 44 and the -- the vergence of traffic that takes place there at that -- at that major -- major intersection. So, as we step back -- let's step back ten years. I, again, kept that red dot on the screen, just for illustrative purposes. Ten years actually makes quite a big difference. 2012 you can see a large part of the commercial district is not as dense. Still quite a bit of commercial -- or, excuse me, residential, but there has been a pretty good change there. Go back another ten years, 2002, significant change. I mean the growth is really -- it's breathtaking in many regards and it's -- it's -- you can see in this case going back 20 years, not only the commercial, but also a lot of residential is peeled back. If we go back even further, '92, you started getting out of the range of Google Earth really good, but you can see '92, ten more years, it's -- there is nothing out there. This is -- this is much more like the highway I described growing up here. It was cornfields and -- and stop controlled all the major crossroads. So, it's changed a lot and -- and my purpose in pointing that out to you as Council Members and as the Mayor is that the highway has been here and it has -- has been developed upon and -- and built around and -- and used as it should be and the highway has adapted and changed to -- to meet that and it will continue to do that. But that does create some scenarios where we have to come together and think about what that looks like going forward. As we talk about what we have done in the past to be responsive to change, there are 15 signals on that highway. If -- if the highway was strictly built and maintained to move traffic we wouldn't have any signals; right. It would -- it would be a struck corridor. Exclusive access. There was a time when it was planned to be that way. It's not developed that way and so we have 15 signals. Those signals are not all at major crossroads. The majority obviously are at mile crossroads and you have half miles and we even have some quarter mile signals. Those -- those signals serve several functions. Primarily, obviously, is access. Protected turning movements. They also meter traffic though. It's -- it's very difficult to get from one end to the other without hitting a red light, if not several red lights, and so as we think about the operations of the highway, we consider speeds, et cetera, those signals help us in that regard, because they are breaking up and platooning to some degree how traffic flows and functions on the highway. Signals come with a tradeoff as well. I will show you a bit later the majority of our accidents happen at signals; right? Intersections. Because that's where you have traffic making diverging movements and conflicting points. As I mentioned we do have these 15 signals. They are managed by ACHD through a cooperative agreement. They have the traffic management center. So, they have operational control. We still own them, but they do have operational control and they incorporate them in their larger signal management center, which is a major benefit. If there is an incident or a change to be made, they can adjust timing, et cetera. We have driven this corridor -- I mean I have

driven it many times. It's not my daily commute per se, but I have -- I have commuted on it, I have -- I have driven on it for recreation, et cetera. You know, 13 and a half to 16 and a half minutes is a good average if you are not hitting it during a peak congestion period. So, it usually flows pretty good. It can get congested. It carries a lot of traffic and if something happens certainly that will change it as well. But we did some of those field checks back in August. Also I wanted to mention to you that we have -- you know, we have adjusted -- and I'm going to talk about it more in the next slide here, about -- about medians, but we have changed access at locations. So, for example, at The Village southbound there was a left-in that was restricted years ago there. That was done in coordination with the city, with -- with the police department. Of course, there is a lot of interest in reopening that and the developer of The Village has come to us with the plan of how they could do that and coordinate that -- a signal there for protected left in with the Fairview signal, such that you wouldn't hit -- if you could imagine heading northbound on Eagle Road, if you hit a red light at Fairview, you would never hit a red light at the next one; right? So, it would be coordinated. So, if you are stopped already at Fairview, it would stop a little bit of traffic there at the intersection and let them cross, because that's essentially three to four lanes there and that's why we closed it, but, otherwise, it's not going to add delays on northbound traffic. So, that's an innovative way that we can adjust -- we certainly can't put signals everywhere for every access point along 55, but that's an example of one where we have made an adjustment and we think will work pretty well. Again, they coordinate mobility and safety at the same time. Something else we have done to be responsive to the changes is we have coordinated with ACHD for an automated signal performance measure system. What that means is there is some observation technology that goes with the signal that -- that can see how that signal is operating and it can make recommendations. It doesn't automatically change. It's not artificial intelligence type thing. But it can make recommendations to the operators of, hey, we are -- you know, peak hour there was more vehicles at the signal than what are getting through. We could be -- change a little bit of green time here and modify that there and so we have invested in that with ACHD. That -- that is in operation and is trying to collect data and as it starts to create kind of a baseline it will start producing some recommendations on how we can optimize, I guess is the best word, the flow of traffic, because as you all well know there is a -- there is a peak hour. There is a pulse. There is other times when the -- when the -- the highway, excuse me, is -- is wide open and -- and doesn't function the same. There is times when ACHD will give what we -- we call equal preference to all four legs of an intersection. Other times when they give priority to Eagle Road; right? We have got traffic gaining in the morning or the afternoon. It's going to give priority to the prime north-south mover. And, then, we have -- we have also added turn lanes -- you have seen these. I mean there has been turn lanes, turn pockets added over time, adjustments made for dual lefts, additional right turn lanes. There has been small modifications over and over again to adjust for what the -- what the traffic is -- is warranting or needing to have to operate safely. Something else we did -- and -- and this one -- I wouldn't say it was really super popular when we did it, but the access control medians back in 2013, 2015. Prior to that Eagle Road looked a lot like Meridian Road south on 69 looks like. There was a five lane cross-section with an open median and what that created was a scenario where there -- you could -- you could enter that middle lane at any point for making turning movements and so that was a safety concern and so

those medians -- the raised medians were -- were installed and we have actually seen a lot of great benefit from that, especially on the -- on the safety side. It does create in some instances what we call out-of-direction travel where you have to go past maybe the place you want to go and U-turn and come back. That was a newer movement when you first did it. I think traffic has become pretty accustomed to that now. You are seeing it in more places. It actually functions pretty well. The biggest thing these medians do is they eliminate the left out movement, which is the most dangerous. When traffic is coming out and having a driver, as you can think about this, clearing two to three lanes to your left and trying to coordinate that with two to three lanes from your right, there is -- there is way too many variables there for the human mind to correlate that super effectively and we see poor decisions made and so when you eliminate the left-outs you can improve the safety there. But, again, as I mentioned before, there is a balance and I keep going back to this -- between access to businesses, safety, and the operation of the highway in this instance. But we have gotten positive feedback and those who knew -- knew 55, Eagle Road, prior to the medians and those who know it now can tell the difference. Those who maybe weren't -- weren't around when the highway operated previously don't quite see the change. But there definitely was a change when we installed those. So, we recently did some speed checks on the highway. Now, these speed checks were staffed from -- from my office using radar to collect speed on -- on vehicles and those vehicles are representative of what we consider unimpeded flow. So, you know, if there is a platoon of cars coming we try and capture the first vehicles, the ones that aren't following the vehicle in front of them and, you know, we are not -- we are not law enforcement, so we don't influence the way cars behave around us, just simply data collection and so what you have here on your screen is several collection locations we took just here recently this month in preparation for this meeting. What I want to highlight to you as you look at these speeds, both northbound and southbound, you know, northbound 56 mile an hour, 53, 57, 59 along the corridor. Southbound 46. It's a little slower than that construction zone and these are 85th percentile speeds. Average speed would have been a little lower than this. Fifty-seven. Fifty-eight. Fifty-seven. So, as you are looking at a posted speed currently, at 55 miles an hour, these speeds are where we kind of would expect to see them and law enforcement can certainly speak more to that. I know anecdotally drivers say, oh, well, if you are, you know, only ten over law enforcement is not going to do anything. You know, that's -- that's debatable. But what we expect to see and -- and what we are seeing -- I think those -- those marry in this case. So, we did those. That was at 7:00 to 9:30 p.m. across the top there. You would say that's after the p.m. peak and more of a free flow condition. We also went back out 7:00 to 8:00 a.m. in the morning commute and we saw very similar, 54 northbound, 58 southbound. Now, again, keep in mind this isn't -- this isn't your ends of the spectrum, this is your 85th percentile. The rationale behind that is that if you use 85th percentile those -- those data points captured, that represents a reasonable and rational -- rational driver in the 85th percent of -- of all the data collected. So, I -- you know, as we talk about speed and we talk about traffic and highway management, there is -- there is education, there is, obviously, the engineering behind the highway and there is enforcement. The three E's of that and our partners at ISP are a big part of that. Captain Sly, the district commander, and his team have been great partners with us and very responsive to -- to needs we have, focuses we have, concerns we have and, vice-versa, we try and be very responsive to them in any aspects

they have, especially during winter maintenance and focus areas they are seeing in their patrols, but I might ask Lieutenant Jussel if he would like to add anything here about the enforcement or anything else on there you would like to add? Good? Okay. I will point out that in coordination with Lieutenant Jussel we are planning a focus patrol on State Highway 55, Eagle Road specifically, in September -- first part of September. So, that is upcoming and when the -- when the state police do those for us, just like the statistics that Chief of Operations Officer McElhinney shared earlier, we will get a report from them of, you know, here is how many contacts we had, here is speeding violations. If there is any sort of other citations given. Following too close, failure to yield, et cetera. And we can certainly share those with you. So, as a review of the crash data, this information was pulled from the Office of Highway Safety and what I did here was pull the last five years of -- of information. So, 2017 through 2021. The first thing I would like to point your attention to is the -- the picture there at the top, the -- the heat map if you will, is relatively uniform. What that points to us is there is not a certain hotspot along Eagle Road or one specific intersection that's saying this -- this is a problem. We are seeing uniform distribution. Crashes are independent and random actions. You can't predict where a crashes are going to be. When you start having crashes at a certain place you can start seeing correlations. So, that's the first thing. You will see there has been 2,000 total crashes over the last five years with four fatalities. Every fatality is certainly a tragedy and our goal is to eliminate all fatalities and -- and that is a -- a challenging goal. We do everything we can at the highway department to design, maintain, and operate highways in a manner that's safe. There are independent operators in every one of our vehicles in the highway that make independent decisions about how they going to operate their vehicle and those decisions sometimes result in tragic consequences. So, we are going to see these. There is over 200 fatalities statewide every year and, of course, we are always targeting how to reduce that even further. The -- the biggest causes of crashes on this map -- I would like to highlight to you again, as I mentioned earlier, intersection related. Okay. So, we are seeing these where people are making turning movements. If traffic was just moving straight north-south we would cut a large part of these out. We also see distracted driving. Unfortunately that's not a surprise as well. Following too close, failure to yield, are further down the list, but still a -- a contributor to -- failure to yield, for example, still seven percent contributor to the overall numbers. I mentioned there has been four fatalities. There was the fatality in 2021 at Bald Cypress. In 2020 there was a driver that changed lanes and hit a motorcycle. Drug and alcohol were involved. In 2018 there was a vehicle turning right that struck a pedestrian. No alcohol involved. And in 2017 there was a pedestrian struck and there was alcohol involved. So, I don't know that I see a commonality in those four fatalities. Again, every one is tragic and -- and we mourn the loss of -- of any one of those individuals, but as we look at how we manage the highway and what we might do differently, that information doesn't necessarily point us to one specific thing to look at. From a temporal distribution year over year, again, pretty consistent distribution. So, we are not seeing that -- we are not seeing a seasonality to it and, as I previously mentioned, we are seeing those intersections be a large contributor. So, how does 55, Eagle Road, compare to other roads as far as crash data goes? Keep in mind Eagle Road is -- is designed as a highway. It has what we call rural drainage from the majority of it. That means we have got large shoulders and swales to capture the drainage on the side of the roadways, compared to

an urban drainage where you would have curb and gutter and things we pulled in a lot closer. What we have found over years and years of traffic engineering is that what the driver perceives influences their speed much more than a sign does and we are actually seeing this work pretty well in our construction zone, south of -- south of town here, where we have barrels and large equipment close to the lanes, people react differently than when there is nothing right by the lanes. As a matter of fact, I instruct my operations crews when they are going out to set up temporary traffic control to create a visual feature for the driver that gives them a visual cue beyond just putting up a sign, where we have barrels that -- that give you a visual perception that you are losing some lane width, that there is things along the roadway that give you a sign. There is -- that -- that cues you to shy away a little bit, to create a safer work zone. That's what a driver really responds to. And so as a driver drives an urban street, they see sidewalks, they see pedestrians, they see storefronts much closer than they would on a more rural street. We look at -- at Broadway. I mentioned this earlier. You know, smaller ATD, 24,000, curb and gutter. Fairview 28,000, curb, gutter, sidewalk. So, the highest crash rate -- when you talk crash rates, this is the number of crashes per hundred million vehicle miles traveled. Okay. So, you add up all the vehicle miles traveled on the highway and how many crashes are occurring. The worst segment on Eagle Road is an 80.3, which puts it about number 262 on our list of -- of crash locations in the state. The crash rate from -- and that was from westbound I-84 to about St. Luke's. So, that first piece up there, the first congested area. The crash rate overall, I-84 down to State Highway 44, is a 40.9 in the last four years. So, to give some context, we actually had to go outside the state. Eagle Road is unique in the state. I don't have in -- in -- in my peer groups across the state, north Idaho, east Idaho, they don't have an Eagle Road. They don't have a -- a two to three or -- we think of that as a four or six lane highway with this volume. As a matter of fact, there is some -- some larger roads that carry the same volume as Eagle Road in other parts of the state, so we -- we looked at Seattle. A member of our staff had worked in that area and knew a comparable road in Seattle that was the same size, just to give you some comparison, and it was a 65.8 over the last five years and 74.2 in 2020. So, if you are just looking at the numbers, again, Eagle Road, tip to tail, 40.9, we are below what we are seeing in a comparable road. It's hard to create an exact comparison, but to give you some sort of context and, then, as we look in the state of Idaho, number 262 on the list. Again, those traffic counts I showed you earlier, but I added to this bullet here a bullet for State Highway 16. We had a great groundbreaking story for State Highway 16 yesterday. That's going to be a reality to connect Chinden all the way to the freeway. Why is that important here? Well, that's going to create another option for drivers that's going to be a north-south connector -- mobility connector. That highway is designed and will be built as a controlled access facility. It will only be accessed at the major crossroads and, eventually, it will be designed with interchange type crossroads there. Excuse me. So, that will give drivers another option. It's not going to take all the traffic off Eagle Road. There is -- there is -- there is way too much of a draw at Eagle Road. There is way too much of a great community here in Meridian to say Eagle Road is going to start seeing a dramatic drop in -- in vehicles. However, it -- you know, there is going to be options for drivers and I suspect that we are going to see some drivers actually travel over to 16 to head north or south, versus come down Eagle Road if they are looking to go tip to tail. If they are going to be frequenting stores or businesses or residential areas, of course, they will be using

55. So, as we talk access, this really is -- is teamwork with the city and business and development. It's -- it's case by case; right? Every time a development application comes in and we talk about direct access to the highway, what does that look like? Of course we have the IDAPA policy that guides that. You know, access from a local road is preferred if possible as per safety mobility reasons. You know, that starts talking about the -- the options for backage roads or frontage roads, cross-access type scenarios. IDAPA spells out minimum distance between access points and it spells out that parcels cannot be denied. We can't landlock a parcel access. So, those are some of our guide boards and, of course, changing or restricting access has consequences as I said earlier. So, if we restrict, for example, left-ins, left-outs, whatever it may be, we are going to, essentially, force vehicles to choose a different route and most likely that case is going to be a U-turn at a different intersection. U-turns are effective, but U-turns have their own conflict points. They usually are a lower conflict, lower speed, but they do come with their own set of considerations and so that's something to keep in mind. As we zero in on unsignalized left turns, which is of interest for the conversation -- between Franklin and Chinden there are six channelized mid-block accesses. So, those access points at Lanark, Presidential, Florence, Bald Cypress, West Meadowdale and Sedona are those channelized access points where you can make a left-hand turn into a road, but you can't turn left back out of the roadway. As you looked at those and examined the crash data there, there has been four to seven crashes at each. The types vary some, but the commonality is a failure to yield as a contributing factor and most have resulted in property damage and some with injuries. So, again, there is some commonality as we look at specifically those turning movements along the highway and we also have two U-turns in that same area that are strictly U-turns. There is no access point, just a U-turn. So, my intent has been to paint a little bit of a picture, again, of the history of Eagle Road, how we got to where we are today. Highlight some of the considerations in access and speeds and in reviewing crash data that we might consider as we look at how 55, Eagle Road, operates today and into the future. Again ITD has been and will continue to be a partner with the city and with our other transportation agencies to effectively manage the state highway and we realize that those things will continue to change. In summary, the speed checks completed this summer don't suggest a speed change is warranted. Our crash statistics to date are not unreasonable compared to similar roadways in Idaho or in the area and access and the land use planning and forethought is -- is crucial; right? We -- we will continue to respond to access requests, but access from local businesses using frontage or backage roads is best and so we look to -- we look to partner on those things. As Chief Operation Officer McElhinney mentioned, we are proposing a corridor operational study to review the corridor in coordination with state police, Ada County Highway District, City of Meridian's team, to say, okay, you know, we are -- we are adding a third lane southbound. That's changing things. I mentioned the upcoming signal there at Meridian Road -- or, excuse me, at the Meridian Village. Take a look at this. Are there other things we can do? Are there other -- other things -- other tradeoffs we want to entertain as we look forward to what Eagle Road is going to be moving -- moving forward into the next generation. We would like to update you as a Council next spring with that. Things to be considered. Of course speeds. How we might enhance visual messaging, if that's digital boards, striping, signage -- additional signage or additional access control. What are some of the things we have recently done and completed. So, we have done

a signage review and made some updates, specifically at Bald Cypress and the other channelized left turns. That bottom left picture there is -- we added a placard underneath, left turn yield to through. That's an additional reminder to the driver as they are seeing that sign is directly in front of them. We also identify that as you sit in those left-turn lanes, the way they are currently designed is you are directly opposing traffic coming towards you. So, you have got a left turn opposing you directly and as you sit there it's hard to see around them, because you are straight on with them. Additionally, at night their lights are basically straight in your eyes and so we are going to -- going to be repaving Eagle Road starting this fall and into next year and as part of that repaving effort we are going to restripe those left turn lanes. All we are going to do is simply shift the line over a foot or two, so that you are offset just slightly enough so that as a driver you are not staring into the car across from you, you are looking down the side of the car. It's a small improvement. We think it will make -- it will make a difference. I mentioned the third way -- the third lane widening in coordination with Meridian Village there. That's looking good and nearing completion. Corridor paving. We are going to mill out and repave the whole corridor. We appreciate your patience and partnership with us -- is that we have worked with that road and crews have worked tirelessly, I promise you, to -- to maintain the roadway. We have had a few areas give us a little bit more of a headache than others. We are still committed to that, but that whole section is getting repaved. Just for a second, think about how much pavement that is. You know, six and a half miles by four or six lanes is -- is a lot. So, that contract is -- is let and is starting. We are going to start on the south end and focus by the hospital, grab the westbound on ramp and, then, push north as much as we can before the weather turns and we will be back in the spring, summer to finish that up and, then, a refresh of the stripes, of course. A small thing. We are doing a little U-turn. We call them loons project at Ustick and McMillan. It was brought to our attention that if you -- we have signed those for U-turns at Ustick, for example. If you are northbound and you want to do a U-turn, that's a legal movement. The problem is you only have two receiving lanes to turn into. So, if your vehicle is much larger than a traditional sedan, you might have problems and you probably will and so you can go out there and you can see some evidence of that. So, we are doing something to address that. We are going to create a loon -- it's a little bit of a bulb out, if you will, of asphalt to accommodate that turning radius. We are looking to accomplish that with our own operational crews yet this fall and, then, when the paving comes back through they will kind of clean that up and make it a bit more permanent. So, a little bit of a minor enhancement there. And I already mentioned with the state police enhanced enforcement this September, a focus solely on State Highway 55 to give an emphasis there. So, what are my recommendations to you as the Mayor and Council? My recommendation is that as a city you dedicate staff time to participating in that operational corridor study. I would recommend to you that you invite us back in the spring to report out on those findings and, finally, I would recommend to you that the -- the city consider co-hosting an open house to communicate that with our other partners and -- and stakeholders. Mr. Mayor, Members of the Council, with that I will conclude my remarks and -- and certainly stand for any questions you may have for me or other members of my team.

Simison: Thank you, Caleb. Council, questions?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I have three questions, if I may. Would you like me to share them all now or just go in order?

Lakey: Could you go one at a time, please?

Perreault: Okay. The first is you mentioned the automated signal performance measure system that was installed earlier this year. Was that installed at every light along Eagle Road or just a couple of the intersections?

Lakey: Mr. Mayor, Council Woman, yes, it's -- it's the whole corridor.

Perreault: Okay.

Lakey: So, it will -- it will collect data on how the whole corridor operates.

Perreault: Thank you. Secondly, you mentioned what -- that we are not at a place where we warrant a speed change. What would be the metrics that would, then, cause that consideration to happen? You -- you said there is crash -- you know, crash numbers. Is there a standard at which point, then, the state would look at changing the speeds that's a national standard or is that something that ITD decides on their own or how does that work?

Lakey: Mr. Mayor, Council Woman, the -- the majority -- the -- the largest metric is, as I mentioned, to the 85th percentile. So, it would be speeds collected on the corridor, what speed the traffic is traveling at 85th percentile representing what we consider a reasonable and rational -- rational driver is operating and so you could do a corridor speed study to see what the corridor -- how the corridor is functioning and what those speeds are showing you and, then, from there consider modifying speed. Now, as part of that modification you have that speed study and -- and the collected data as a -- as a backbone, if you will, and, then, of course, as engineering judgment comes into play of, well, what other factors are there to consider. I mentioned to you if you were in a highly urbanized area with a curb and gutter and sidewalk and, you know, maybe a school and -- and other things happening right there on the highway, how does that influence, how does that play with the drivers and the visual cues they are receiving versus the highway, you know, mistakes at the I-16 headed out towards Emmett; right? I mean you are in the open area -- no one perceives any reason to not drive a slower speed and they are going to drive what they feel comfortable with for the most part; right? There is -- there is always outliers in that regard.

Perreault: Okay. Thank you. And I have noticed that a lot of the -- the slowdown on Eagle, especially between the Interstate and Fairview, our construction trucks and not just because of the -- the road work that's being done, but just because there is a lot of

construction going on in that area in general. How does ITD handle those or do they handle them differently than other types of traffic? Is there a way to require them to stay in a particular lane or -- I mean -- I realize you can't change -- don't need to change the speed limit for them, because they are slower, but they -- they cause a lot of the congestion. So, are you having conversations with, you know, developers, construction teams about taking alternative routes? I just -- it's -- it's really bad in that section, such that I think it's at a point of -- of danger. But you would have better statistics than I would.

Lakey: Mr. Mayor, Council Woman, we surely take it into consideration. I -- I can't speak specifically to the complete thought process on the current construction, but I might share with you that there was a large discussion about this upcoming paving project. Again, you know, six lanes by six and a half miles, that's a large impact. We have a general operating policy in D-3 that we don't work on Eagle Road during the day. It's night time work. And so as we looked at the upcoming paving project, how do we -- how do we not limit the contractors that are being ineffective with what they are doing? You know, talking about a large mill and paving operation, there is a lot of equipment, a lot of obstructions and so we coordinated with ACHD to do full closures at night time. So, what you will see as a driver and as a citizen here is one day you will drive the road and the next day you are going to come out and there is going to be new black asphalt down. You are not going to see construction work happening -- the paving work happening during the day to address exactly the issue you are talking about. Now, the -- the southbound lane isn't quite the same type of project. There is different type of work in there that maybe parts or partials of it could happen at night or not happening at night -- different type of project. This large scale project I just want to emphasize, that consideration is on our mind. It's something we try and consider as best we can to say how can we coordinate this to reduce impacts, reduce concerns for the drivers and still produce a product that's -- that's quality and -- and desired the way we want it.

Perreault: Mr. Mayor, a follow-up, please.

Simison: Council Woman Perreault.

Perreault: Thank you. I probably didn't ask my question clearly. I didn't mean the construction trucks for the roadway project, I meant just trucks in general from grocery trucks, to semis, to other construction projects -- projects like hotels that are going in along that corridor, cement trucks, gravel trucks, all coming off of the Interstate. That's -- that's where I was going with that. Like a long-term problem, not just the construction piece.

Lakey: Mr. Mayor, Council Woman, I apologize. I, obviously, focused on the other. We -- we don't have the ability to dictate who drives on the state highways, but the State Highway 16 coming into play -- I will point you back there. It's going to provide an alternative for a larger vehicle that says I want to get across the valley. It might cost me a couple of miles to the west, but I know once I get on it I'm not going to have stop and go traffic, I'm not going to have the grade coming off the railroad tracks -- not going to have railroad tracks and go across them. I mean so that's the best answer I have as far

as how we are addressing that. There is so much happening on Eagle Road, all the way from, you know, childcare facilities, all the way up to heavy construction happening all in the same area as you get this conglomerate of activities. It's -- it's not homogeneous who is the user type and everyone is -- is currently using the same infrastructure, whether or not they want to go from the freeway to Eagle or they just want to go a quarter mile down and get a cheeseburger, they are all in the same infrastructure and so part of that is providing other large infrastructure for relief, but I also will point out that we have a great grid and relief system already planned out. I mean the local road system here is actually great on the one mile square when you have neighboring roads like Cloverdale, Locust Grove, and you got every mile -- McMillan, Ustick, you have got -- you have options to get there. Everybody likes Eagle Road, though, because they know they can start moving the direction they want to go the quickest.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I got a couple questions. So, you say that you don't see an issue -- a commonality between the four fatalities, but isn't it true that vehicles that are moving faster are inherently more dangerous?

Lakey: Mr. Mayor, Council Woman, vehicle speed certainly can be a contributing factor; right? And as -- as vehicle speeds increase that changes the result of the crash. But there are many factors involved in a crash and so to solely point to one and say if that changed, the crash would change, I don't think we can do that.

Strader: Yeah. So, I -- where I kind of have an issue is your analysis is this road is meant for people to go fast and people are going fast. The 85th percentile is going the speed limit, but the -- the problem is the context of the speed of the road and what's around it has changed. So, if you go to your slide, back when this was constructed, there wasn't a gigantic city surrounding this road and now there is. So, we do have neighborhoods. We do have schools. We do have huge shopping districts. So, I'm struggling with -- I think what I'm hearing from you is people are going the speed limit it's meant to be. We don't see a problem. But my feedback to you is I have heard our community does see a problem, because we now have a huge city with a huge highway going through it at speeds that are dangerous. Do you have any feedback? Because that's my feedback for you.

Lakey: Mr. Mayor, Council Woman, I don't know that I have feedback. I would offer a couple of thoughts and maybe Chief Operations Officer McElhinney would like to say a few words, but, again, the development has -- has joined the highway; right? The highway has been there and so we have made -- made conscious decisions over time to develop, grow, live, recreate, whatever it is along this highway and for good reason, because the highway gives us the connectivity that we like to have and so that comes with a tradeoff of what the highway function is with what the context of the land use is. So, there is going to -- there is going to be a tradeoff there. We don't have a -- you know, if -- if we were to

-- let's just say adjust the highway, because we want to adjust to what the current land use is, at what point does that -- does that dynamic shift back? I mean there is lots of users on the highway from the opposite perspective, if I may try and represent, there is other users of the highway that are saying I -- I don't recreate here, I'm not shopping here, this is -- this is a mobility corridor for me. So, we have got multiple users that we are trying to balance and find the blend of what is the most appropriate response or all of them, not exclusive one side or the other.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. And not to get emotional, but that's where I have a big issue, because I feel like families of Meridian are sacrificing their kids so that people from Eagle can have a fast commute into Boise and I don't think four fatalities is an acceptable level of fatalities for -- I don't think there is an acceptable level, but certainly that is not acceptable. How many crashes are there in the state of Idaho every year?

Lakey: Mr. Mayor, Council Woman, I could find out the number of total crashes. I don't know if anybody -- thank you. Thank you, John. Twenty-eight thousand.

Strader: Yeah. So, where I'm struggling a little bit -- the major roads that you gave as comps that are not outside of the state, have half of the traffic running through them on a daily basis and just looking at the statistics and how the road is being used -- like the road is not being used as a highway, it's a hybrid. It's like an arterial that's being used to access business districts and it's trying to be a highway at the same time and so I just feel like there is a big disconnect between what you guys are seeing and what maybe some of us are seeing. Maybe not all of us, but maybe some of us. So, I guess the question for you would be, you know, there are other cities in Idaho that have highways running through them that have made land use decisions where their cities have built up around the highway, but the highway slows down when it goes through their city; right? McCall. I can think of tons of examples. So, what does it take to show you that the speed limit should be lower as it goes through a city?

McElhinney: Thank you, Mr. Mayor and Council Member Strader. This is Dan McElhinney again, chief operations officer for ITD across the state. These are great questions we are going to present to that traffic safety working group that I mentioned in the opening, to take a look at the corridor overall and we are open to feedback on the speed limits and, remember, there is -- there are three zones on this corridor 50, 45 and 55 miles per hour, depending on if it's, you know, hospital zone, major intersections or residential. So, this is a great time -- that's why we are here today. This is part of our kickoff for that, so we -- we really do appreciate the question. It's very important to us as your engineers for ITD for the state in supporting the highways, that we take every accident seriously and -- and we get very very concerned when there is serious accidents, of course. So, we have some ideas that we have already presented on the interim. The lieutenant could also fill in on some of the enhanced enforcement. The signing alone isn't always the solution.

We have over 50,000 average daily traffic a day. That traffic is -- until we build other, you know, supportive routes, like 16 is -- is not going to slow down for us overall in the volume numbers, but if we can do more on the enforcement end, we can make this a smarter corridor, so drivers have a sense of congestion ahead or maybe we will talk about variable speeds during certain times of the peak hours or off peak hours, that's -- that's going to be great for our working group to really be challenged with, because we know the importance of it for the city, as well as for the region. So, I just wanted to propose that and some of the things to look at will be speed feedback signs, possibility closing some of those mid block left turns and -- and leading everybody to a U-turn at those four major mid block turns and that's a discussion with the Council, as well as local businesses and those are areas of serious concern for accidents as well and I just want to be sure we -- we let you know we are open to all ideas.

Simison: And if I could just pile up on a couple -- because we have talked about the -- the -- some of these options over time and I appreciate the fact that we are going to work together to look at them. First, I -- you know, our staff will be committed to -- to participate in whatever it is that we are doing from police, to our transportation, to myself, to my office. I also encourage you to include Boise. Boise does have a mile and a half of this road and I know that they are interested in what happens on this corridor as well in the conversations. The thing that I would hope that you would do -- and I don't want to put words in your mouth, but for what I have heard is speed studies are done at night on Eagle Road, because that's when traffic flows. I would ask that you, please, take into consideration all hours of the day traffic as you look at what the -- what rate that the speed can flow, because I think without that information of a variable speed is going to be considered -- it can't be considered, you know, to -- to know what is that rate at 2:00 to 5:00 o'clock, you know, the -- the evening hours. So, that would be my ask is that, you know, as you look at the speed, you just don't do it at night and if it's -- if you are going to close down and only do construction at night, you know, there is a reason why you are only doing construction at night, just because that's when -- that's when the road is not used and, of course, people are going to drive at the posted speed limit or a little faster, you know, from that standpoint. That's -- that's the nature of it and we get that and we understand it. So, please, take into consideration all hours of the day usage of this road to see what makes the most sense and we are -- at least from the -- what I can do is I'm committed to having staff -- myself, who ever may be there full time on this project.

McElhinney: Thank you, Mayor. Thank you, Mayor, and thank you, Council, and we do have the capabilities with -- with some time to -- to expand our -- we did an August check -- early August check, focusing on a.m. and p.m. peak and weekend. But as a team we do want to do more and -- and cover the season as well, because sometimes, you know, the summer is different than fall -- is different than the winter. So, we look forward to working with the team on that.

Simison: And, Councilman Borton, it looks like you are on -- would you like to ask questions as well?

Borton: Yeah. Yeah. Just one question and a comment. I don't think Council Woman Strader's question was answered. Some objective feedback is it's -- it's absolutely too fast. Her comments are spot on. It is too fast. Speed is one hundred percent a factor in crashes. It's just an obvious truth. It's -- it is absolutely too fast for the way it is designed and the way it's built out and I would think the community that this -- this highway is ripping through, its perspective on that would be paramount. The question that -- that I heard was what's the objective metric? What's the -- the benchmark past which some decision maker says now we agree it's too fast. What is it? Is there some measurable finite determination that tips -- that makes the decision maker say it's flipped, it's too fast, we are changing it. If it's a matter of subjective perspective, I will give you tons of it. A subjective perspective from our community is it is too fast and I can get a hundred people for every one that says it's not, a hundred people that say it is, including everybody that crashes more than one a day on this stretch. So, I know you guys are the messengers, so I could not be more emphatic that it is too fast and whoever gets killed after August 23rd, will suffer at the hands of the glacial pace of government. Again, that's not maybe your -- your fault in this, but between now and when decisions get made, we are going to watch slow grinding process on what's an obvious problem. So, the one question I have -- and -- and I can't be more emphatic, because, hopefully, that's some input as to what our community is saying with the speed on Eagle Road and one question is if it was determined -- if whatever that metric was, if today was the day that it was determined Eagle Road should go to 45 miles an hour, can you just briefly state what's the process of that? I mean is -- is the process of actually doing it a 12 month process once the decision is made? If you know that would be helpful to know, because our community is going to want to understand the absolute soonest they may see relief on this stretch once the decision is made. So, I appreciate your input on what the answer to that is.

McElhinney: Thank you, Mayor. Thank you, Council Member Borton. Dan McElhinney again. You know, as for state highways, if we had speed -- speed related accidents -- and I know -- I know speed is a factor in all accidents. Definitely. But the --

Borton: Thank you.

McElhinney: -- the corridor doesn't -- it's a difficult corridor in that it is serving so many different needs and that first -- that first issue is that over 50,000 vehicles a day. So, to jump to reducing the speed limit, which -- which we have reduced speed limits in certain zones and that's what the traffic safety review team needs to look at and, then, try to balance out how does that combine with other features for a smarter corridor or closing some of those mid block left turns or helping the corridor be smarter, how does that serve the corridor overall and if it -- if it happened to be at 45 is that -- what are the congestion issues related and can all of us say, well, you know, maybe the balance is there, we just haven't had a chance to go into those details as a -- as a partnership. So, I'm not going to predict what the safety review team is. Today we brought what data that we had, so that we are with Caleb and his team's help, just educated on -- on the corridor and the history and -- but we are definitely looking ahead and -- and we will need that help from the cities, Boise and Eagle as well.

Cavener: Mr. Mayor?

Simison: Councilman Borton, did you have a follow up? I don't want --

Borton: I'm okay. Thanks.

Simison: Councilman Cavener.

Cavener: Thanks, Mr. Mayor, and I will -- I guess I will be the third Council Member that's been direct in saying I have heard from a lot of our citizens that are really concerned about speed on Eagle Road. So, recognize it is a unique thoroughfare, it does serve a lot of people. Mr. Lakey, appreciate the history. It was a nice walk down memory lane and I know that there is no simple solution to this, but you did also present some options and I wanted to respond in kind to a couple of them. So, first, I know we didn't talk a whole lot about what is going to entail in the safety review, but you guys are the experts on that. It is often I think an approach to wait until that report is complete and in a pretty pdf with lots of great images and it's a final product you can put in a bow and deliver to us, but I would really encourage you to share that data with all of us in real time as that comes in. This is something we are hearing from a lot of our community about and being able to see what you are seeing sooner rather than later I think helps us communicate to our citizens about what you guys are learning. The second piece about community engagement, I am one that I like the speed on Eagle Road. I -- I use that as a place to get from Point A to Point B and so I may be a minority amongst the Council, but I'm also one that have heard so much from our citizens that this is a big deal to them. So, you had mentioned some listening and I think that many of us on Council -- that's something Meridian does really well is we are proactive in going and talking to our community about the things that are on their mind and I think we would offer to partner with that and if you are hearing one thing and we are hearing one thing, it would be great to put us in a room together, so we can hear from our community and I think the Council would be supportive of that. And -- and, then, the last piece that I would just suggest -- not just for Meridian, but for across the state is you guys -- you know, you represent a certain district. It's much more macro than the local level that we look at it as and I think where some of the frustration comes is that we are used to -- when we hear a problem from our community we can work collaboratively and solve it pretty quickly and I -- and I would encourage you all as a state agency that I think does a great job, to just go from good to great and find opportunities or mechanisms, so if a city -- if a local jurisdiction identifies a problem, that we can work with you proactively to address it sooner rather than later. I just think that's a great way of -- of good governance and that the same constituency you serve and the same constituency we serve and as much as we can all be in that same car together I think our citizens and our taxpayers benefit.

Perreault: Mr. Mayor?

Simison: Let me -- since time is short, let me see if Councilman Hoaglund -- he hasn't spoken yet.

Hoaglun: Thank you, Mr. Mayor. Just a couple of questions. I need some clarification on one thing. You talked about fall paving kicking off and that -- that's going to be a major project, because that is a well used highway. When is that going to start taking place -- when do construction barrels start coming out and -- and things like that?

Lakey: Mayor, Councilman, it's imminent. I -- I should have an exact date for you. I can find it out. But the contract has been let. I expected any day starting up -- starting up here, so -- I don't have the exact date. I can find out and follow up to you, but it will be starting very shortly.

Hoaglun: And -- and to follow up on that, Mr. Mayor. One of my things that I -- if -- if you start to say September and, then, we have -- there is -- there is a -- if ISP is going to do enhanced enforcement, I mean if you have construction barrels and all that, as we know, and -- and you mentioned, there is impact to speeds and so it's -- it's a little interesting to not have it fully operational to do enhance enforcement or is enhanced enforcement to -- for safety and construction on that. That's why I'm trying to figure out what the purpose of this enhanced enforcement is. Is it for -- be due to the construction or is it just because to -- to regulate and maintain appropriate speeds on the current -- current highway?

Lakey: Mr. Mayor and Councilman, so the coordination I have made with Lieutenant Jussel and his team is specifically to address any concerns your Council is noting. The fact that it may correspond with construction, as you say kicking off on Eagle Road, we may seize the moment and do some additional construction enforcement additionally, but --

Borton: Okay.

Lakey: -- they will not be working the whole stretch of Eagle Road. So, if we want to get out away from the construction influence, we can certainly go to the other end of the corridor and work there. We can work -- we can work anywhere on the corridor. So, I think we will probably just seize the moment and take advantage of both. But, you know, they are not -- they are going to -- if they write a citation for speed we may -- we may see some of that data, but they are not there to collect speed data per se, it's an enforcement action.

Hoaglun: I appreciate it, Mr. Mayor and Caleb. Yeah. I was just curious as to what -- if there was a particular purpose or if -- in this case it can be dual purpose. That's not an issue. I -- I would also like to understand -- and -- and you can send the information to -- to me and I can disseminate it, but I'm interested in learning more about that left turn into The Village that they are proposing and how that works, just from the fact that -- there is -- there is westbound traffic on Fairview that does head north on Eagle and there is quite a bit and if that's going to slow that up some more, we have a lot of people going down Records now, which is on the east side of The Village and the west of Kleiner Park and we have -- in fact, we have worked with Ada County Highway District and recently lowered that speed there, just because of the complaints we were getting from residents and others and safety with the -- with the park and different things. So, all those things have

that impact and I know you talk about encouraging, you know, other local access points and whatnot, but just to make sure that that is -- see if there is any concern there. Don't know if there will be, but just need to understand how that's going to work a little -- a little better. But when you get the chance on that. And -- and, then, my last question, Mr. Mayor and Caleb, was -- I was trying to remember when that lower speed limit went into effect on the north end in the -- in the Eagle area. Was that when the -- when the highway moved outside of Eagle and it would -- became the bypass or was that -- when -- when -- when did 45 miles per hour take effect in that northern half -- northern portion of -- of the highway?

Lakey: Mr. Mayor, Councilman, I can -- again, I can tell you when it happened. I don't have the date with me today. I believe you are correct. When we -- when we changed the alignment of State Street and made the alternate route, that whole intersection was reconfigured and I believe at that time it was modified. Whether or not it existed prior to that I -- I don't know. I would have to look into it for you. But, again, the point there is it's not slowing down because we are entering Eagle city limits, it's slowing down because we are coming to a major T intersection, essentially. Traffic can continue north, but the majority is diverging east and west.

Hoaglund: And Mr. Mayor? Your point to that -- and that's why it's 45 up closer to the Interstate and -- and towards Franklin because of that major intersection and those congestion points that really are -- are serious. It's very similar to that. Is that a correct assumption on my part?

Lakey: Yes. That goes into my -- Mr. Mayor, I apologize. It goes back to my comment about, you know, there is a speed data collection that's the backbone of a speed study, but there is engineering judgment as far as what other activities are happening, turning movements, roadside features, et cetera, and that would be an example of that.

Hoaglund: Okay. Great. Thank you.

Simison: Council Woman Perreault.

Perreault: Thank you very much. I know we are primarily discussing Highway 55 this evening, but we had brief conversations on the dais when we have had applications along Highway 69 between the Interstate and Kuna that -- that -- that we not repeat history and so I'm hoping that you all are taking that into account and looking how not to go that direction with Eagle Road. We are very cognizant of it as we are having conversations with developers that want to bring projects into that, seeing a lot of commercial growth there on -- on the -- in the Kuna part of it, but really -- really don't want to be having this conversation again in a decade for that stretch. So, I just wanted to put that out there. Thanks.

Simison: Thank you. Council, any additional questions or comments at this time? Well, thank you for being here. We look forward to working with you just to -- to solve these issues and as we say, the -- you know where I am on this. We -- we have had many frank

conversations from -- from that standpoint. You know what we will be advocating for. But I'm also for overall safety in the corridor and I'm open to all conversations, but if it doesn't include speed, then, it's not a conversation that's going to go far in my -- in my area, so that will be my focus, just so you know, but we have -- we have talked about that, so -- thank you both for being here and -- and we will be in touch and having more conversations soon.

Lahey: Thank you, Mayor, and on behalf of the our working group, with Meridian Police and ISP, and moving ahead we really appreciate this opportunity to talk about safety on the highways and really this has been a fantastic safety meeting, safety awareness. Hope we get the word out about, you know, driver safety. I think the enhanced enforcement, also those opportunities with our Public Affairs Office also just gets the word out. You know, just drive safely and drive well. Thank you. Thank you, Council.

18. Mayor's Office: Update to City Council on Housing Assistance Program Funded via the American Rescue Plan Act

Simison: Okay. Next item on the agenda is Item 18. Hopefully this can be a very very quick item for us. If it's going to go later we can go ahead and pause and come back if we need to, but -- but it's Mayor's office Updates to City Council on the housing assistance program funded via the -- ARPA.

Miles: Good evening, Mayor and Council. It should be fairly quick. So, I don't have a formal presentation for you. What I'm handing out is just an updated draft of the information that's in your packet. That's also been e-mailed around to you all. With one minor edit, change, update what I will call it -- under the third row down of available funding, we just added a note at the suggestion to clarify that this is one time ARPA funding. So, with that -- what you have got in front of you is the proposal that you all discussed with me about ARPA funding being allocated towards housing assistance, essentially emergency rental housing -- emergency housing assistance, whether it's rental housing assistance, the things that are listed in the ARPA guidance for housing affordability, housing assistance programs. We have worked with our staff in both Legal, Finance and in the CDBG program to put together some of these points. Essentially, it follows the ARPA guidance to the T for housing assistance and so with that I will stop and leave any questions to you all, other than I do want to say a big thank you to Legal, Finance and CDBG for sitting down with me and going through this and putting this together pretty quick.

Simison: Dave, one quick question. Do we have to have the application period be open for 30 days? Is that required under the ARPA guidance?

Miles: We don't -- Mr. Mayor, we don't have to. That was just based on natural flow of how things generally work, giving applicants enough time to get information put together and put it packaged up and sent in, working through the software system, felt like that was an appropriate time to try and time within -- as close as possible to the fiscal year start.

Simison: My -- my -- my suggestion is we reduce that, because I think we know who our applicant -- applicants are and if they are -- they have been following this close enough, I think they should be able to get in an application within a two week period. That would be my suggestion to -- to try to move this faster to get it closer to the day, but that's my two cents. Council, additional questions, comments?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I initially kind of had the same kind of thought as let's try and move this quickly. I also think, though, that any applicant that is going to take this seriously is going to need a little bit of time and -- and September 1 is next week. So, I'm -- I'm not opposed to the 30 day -- would rather get good clear applications than quick applications. Unless there is some benefit that we get by shortening it for two weeks, I would just prefer to leave it for the 30 days.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. Dave, there is a requirement for an -- the eligible applicants that they report to the city on a regular basis. Can you give more thoughts on what that reporting will look like? So, for example, one of the requirements is that they be Meridian residents that they are serving. Do they -- when they come in with their applications do they need to show that they can track Meridian specific services, like residence specific to Meridian -- excuse me -- services specific to Meridian residents and what would that look like as far as the reporting goes? Some of the nonprofits in our area do track things that way and some of them don't. So, can you talk a little bit more about that?

Miles: Sure. Mr. Mayor, Council Woman Perreault, so two pieces to that I think I heard. So, on the front end in the application the expectation is that the applicant describes how they can go about tracking per the records and per the ARPA guidance how they can keep track of who they are helping and who they are assisting. On the reporting side of things, it would be similar to the CDBG program where they are allocating funding to a program, whatever -- whoever the agency may be and whatever their programs are, specifically who they are helping, what they are funding, whether it's rental assistance. As an example, we currently see -- when we get reimbursement requests through the CDBG program they provide us the check, who it's made out to, the address of the folks where it's being -- where the funds are being sent to. So, I do think it's a fairly standard procedure in this type of program and I also think from the city's perspective it's good assurance and insurance to ensure that gaining and getting that information helps us ensure that they are meeting the requirements of the agreement and the ARPA guidelines. So, it's an insurance policy for us.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I was comfortable with compressing the schedule, too. I think it's on everyone's radar, if that's -- that's an option. I agree with the Mayor, I think that makes sense and I like the fact that you really have a narrow focus in the eligible services on efforts to retain housing, whether it's real or not, and it's trying to -- to empower individuals who already reside in Meridian to retain their ability to continue to do so, which I think is a fantastic, little more narrow scope for this. So, hats off on the team putting it together quick.

Miles: Thank you.

Perreault: Mr. Mayor, one more question.

Simison: Council Woman Perreault.

Perreault: Thank you. I don't see on here that there is any kind of minimum -- or it probably wouldn't be minimum, but a maximum request. So, I assume that we will just take the applications one by one and make a decision and kind of weigh their need and weigh their qualifications and make a determination on the amount that we -- that would be awarded?

Miles: Mr. Mayor, Council Woman Perreault, I think you are tracking with our thought is we don't know -- number one, we think we know or we have some idea of which agencies, which groups may apply. We don't know who may apply. We don't know what amount they may be asking for beyond what we have heard in the past and I think it's evaluate the applications when they come in based on what they are asking for and the merits of their application.

Simison: All right. Seeing nothing else, move -- move forward and let's -- let's -- we know who the possible applicants are. Let's see if we can reach out and see if they can do a -- even a one week, you know, time frame reduction, you know, it's --

Miles: Duly noted. We will work as quickly as possible and work with what we can get.

EXECUTIVE SESSION

- 19. Per Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.**

Simison: Fair enough. Thank you. So, I assume we want to vacate the last item, Mr.

Hoaglund: Yeah. Mr. Mayor, yeah, we won't have time to fully go through the Executive Session before the start of our next meeting. So, we will -- we do have that on the agenda

for our regularly scheduled meeting, so we will take that up at that time. So, we will vacate Item No. 19 and so I would move that we adjourn the work session.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 5:50 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT E. SIMISON

DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM **TOPIC:** Approve Minutes of the August 23, 2022 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:05 p.m., Tuesday, August 23, 2022, by Mayor Robert Simison.

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

Members Absent: Treg Bernt.

Also present: Chris Johnson, Bill Nary, Caleb Hood, Tracy Basterrechea, Kenny Bowers, and Dean Willis.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is August 23rd, 2022. It's 6:05 p.m. We will begin this evening's regular City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Next we have the community invocation, which will be delivered this evening by Daryl Zachman of Calvary Chapel Treasure Valley. If you all would, please, join us in the community invocation or take this as a moment of silence and reflection.

Zachman: Thank you, Mayor Simison and Council. Heavenly Father, we do just thank you for your presence tonight. We thank you for your power and grace and, God, we thank you for how you have blessed our city. Continue to bring people from all over to this city, Lord. We know that with that comes added challenges and so today we do just pray, Father, for your grace and your power and wisdom and great ideas, Lord. For Mayor Simison and our City Council members, that they might ensure justice and peace and equality for all in our city. Lord, we thank you that you are able to do exceedingly and abundantly above all we ask or think and we ask these things in Jesus' name, amen.

ADOPTION OF AGENDA

Simison: Thank you. Appreciate you being here this evening. Up next is the adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Just a reminder. We do have the Executive Session at the end of this, which is -- has been published. But I move adoption of the agenda as published.

Borton: Second.

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

MOTION CARRIED: SIX AYES. ONE ABSENT.

PUBLIC FORUM – Future Meeting Topics

Simison: Mr. Clerk, do we have anyone signed up under public forum?

Johnson: Mr. Mayor, we do not.

ACTION ITEMS

1. Public Hearing for Shops at Victory (H-2022-0060) by WL Victory Crossings, LLC, located at 3300 S. Eagle Rd.

- A. Request: Development Agreement Modification to change opening hours of operation for a drive-through coffee establishment from 6am to 5am.

Simison: Okay. So, we will go into our Action Items. First item is a public hearing -- and I always get confused on these, Mr. Nary. We need to continue it because it's a noticing error, but do I open it?

Nary: Mr. Mayor, Members of the Council, no. Since it's going to be renoticed for a new date -- and I think it's already been -- I think the sign's already gone up and everything. So, there is nothing to do for this one.

Simison: Okay. So, do we take formal action to continue it or not continue it or just ignore it?

Nary: I think -- I think it's -- it's -- it's noted on the agenda that's it's going to be continued. It will be continued to a date certain that's already been determined prior to this meeting, so I don't think there is any other action you need to take.

2. Public Hearing for Meridian Academy Play Field (H-2022-0031) by The Land Group, Inc., located at 2311 E. Lanark St.

- A. Request: Rezone of 13.8 acres of land from the I-L to the C-G zoning district to allow a sports field expansion.

Simison: Okay. Then with that we will go on to Item 2, which is a public hearing for Meridian Academy -- Academy Playfield, H-2022-0031, and we will open this public hearing with staff comments from Mr. Hood.

Hood: Mr. Mayor, Members of Council, I am about midway of cleaning up -- or finishing off Alan's projects, so to bear with me this evening. But I am pitching in for him and -- and getting these to the finish line, hopefully. So, the application you have as Item No. 2 on your agenda is the rezone of 6.2 acres of a roughly 13.8 acre site that's currently zoned I-L or light industrial and the 6.2 acres is proposed to be rezoned to C-G or general retail and service commercial. The property address is 2311 East Lanark Street. It is located just north of Franklin Road and south of the railroad tracks. If you are familiar with that area, there is a bunch there, so part of this property is up near Franklin and, then, it dips down towards the -- the railroad tracks in that area. In 1992 a CUP was approved for an alternative high school, with playfields and a district maintenance facility has subsequently been constructed on the property. This property is on our future land use map designated as civic to reflect the existing school nature, but there is an industrial use and I will go into that a little bit more on this site as well. The applicant, which is the school district, wants to construct a new playfield on the southern side of the property. Since that -- the original annexation and conditional use permit the I-L zoning district has been changed to no longer allow educational institutions, so we did discuss with the applicant the potential to do a conditional use permit to expand an existing nonconforming use. They have decided, though, to move forward with the subject rezone, which will create a split zone parcel, but staff is supportive of either option provided to them, so this request is my understanding is being rezoned primarily because the district maintenance facility is also on the property, which is not solely ancillary to the Meridian Academy. So, you can kind of see that existing maintenance office near the middle of the parcel on the west side. The applicant has stated that school district related light industrial uses, such as equipment repair, fabrication and manufacturing, may occur in this facility. Again, accordingly, the applicant wants to keep that property and, then, the southern half, if you will, of the property where the ball fields are today zoned light industrial. Access to the site occurs from East Lanark Street, an industrial collector. That -- that road today dead ends essentially into the site. On ACHD's master site map -- master street map, excuse me, East Lanark is shown to extend across the property east to west and eventually out to Eagle Road. There is just one more parcel between the subject property and the connection to Lanark that would, then, get you out to Eagle Road. Additionally, a future collector is also shown on the ACHD master street map extending along the eastern

property line north to south, approximately in -- if you can see my cursor -- this location. So, down that grade that I was talking about before and into the site. After discussing with ACHD, they have responded that the north-south collector is no longer required or needed, but the applicant is required to dedicate 54 feet of right of way for East Lanark Street, that east-west collector that I mentioned previously, and to construct that street as a 40 wide -- 40 foot wide collector with curb, gutter, and sidewalk with a future building permit issuance on this site. This application is, again, just the rezone and there is no building currently planned for the site or part of the subject application, for the sports field, and I will let the applicant's representative go into a little bit more of that, but because there are no vehicle -- no new vehicle trips proposed, didn't trigger the requirement for Lanark Street to be constructed at this time. Staff is recommending approval of the subject rezone request. When I checked just a few minutes ago there was no written testimony since the Planning and Zoning Commission of July 21 and, as I mentioned, the applicant's representative, who, being the school district. Matt Adams with The Land Group is here and unless you have any additional questions, Mr. Mayor, I will -- I'm done with my presentation.

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

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Is this the only parcel that's preventing Lanark from going completely through? I don't remember from the map in the staff report.

Hood: Mr. -- Mr. Mayor, Council Woman Perreault, no, there is one -- you can't see the whole parcel, but there is an existing R-1, which is a county zoned property, that hasn't really developed to its urban density. Again, it's not in the city. That then would connect out to Lanark and out to Eagle Road. So, yeah, there is still one other property in between.

Simison: Thank you. Any additional questions? Okay. Then, Matt, would you like to come forward on behalf of the applicant?

Adams: Good evening. Matthew Adams. 462 East Shore Drive, Eagle, Idaho. I do have a presentation. So, Mr. Mayor, Council Members, I'm really excited to be here presenting something that's east of McDermott Road. I think we are all looking forward to this. Excellent. Thank you, Caleb. All right. So, I'm just here to present on behalf of the owner why do we want to do a rezone and we will be pretty quick. The -- the reason is that currently the playfield is where the baseball diamond is. So, the students of this school walk across the parking lot, utilize the ball field -- the outfield of the baseball field. When Lanark is extended through, that's not a situation that district staff wants to try to manage and monitor and so this site is overdue for an expansion or a creation of a playfield that's adjacent to the school. They have identified that they would like to do that on the south side. We met with staff. They laid out the option of -- of a CUP, because we have a nonconforming use, or we could do a rezone. What we looked at is because we think we

want to be able to do -- we, the district, wants to do this and may have other projects in the future, sometimes they have greenhouses or different things like that, but they also see the need for potential expansion of their maintenance facility in the future. So, the decision was made keep maintenance, keep north of Lanark as light industrial, rezone the school to support the playfield development. The -- what would this playfield potentially look like? This is not an athletic field. This is not a sports field. This is a playfield for the students at the school. There are not athletics that are done on a field that are supported at this school itself, so these are examples that show the character of what this field could look like. Clearly we have some grade change from Franklin down to the school, so there would be some sort of treatment to manage that -- that hillside. But this is the character. No lights. No lines. No striping. No bleachers. None of that athletic type of improvement. So, that's what it could look like. And, then, finally, after review of the staff report, we have no objections to any of the conditions in the staff report and we understand the point made by Planning that at anytime we do pull a building permit on these parcels that would trigger the need to extend Lanark. The district understands that. So, we are here to simply ask for approval of the rezoning. Thank you.

Simison: Thank you, Matt. Council, questions? Councilman Cavener.

Cavener: Dean, I'm sorry. The buttons are funky tonight. I'm good now. Thanks, Brad. I know. Sorry, Matt. Appreciate you working with us through our technology -- my technology challenges. Is it contemplated that the public would have access to this field when school is not in session or not being -- not using the field?

Adams: Mr. Mayor, Councilman Cavener, great question. Yes, all Meridian schools are open to the public and usually only their football stadiums are fenced and locked. So, this would be similar treatment to many of their schools. It would be open, just as the ball field is today.

Cavener: Okay. Thanks.

Simison: Council, any additional questions for the applicant? Okay. Thank you very much, Matt.

Adams: Thank you. Appreciate it.

Simison: Mr. Clerk, do we have anyone signed up to provide testimony?

Johnson: Mr. Mayor, we did not.

Simison: Okay. Is there anybody present that would like to provide testimony on this application or anybody online who would like to use the raise their hand feature to provide testimony? Seeing no one coming forward or raising their hand, would the applicant like any final comments? Okay. Applicant has waived for any final comments. So, Council, do I have a motion to close the public hearing?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move we close the public hearing on Item H-2022-0031.

Borton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: It's pretty cut and dry. Excited for the school. It's got a good track record and supports a lot of students in our community and happy to see this progress take hold. So, after considering all staff and applicant and public testimony, I move to approve File No. H-2022-0031 as presented in the staff report on the hearing date of August 23rd, 2022. Include all staff and applicant testimony.

Borton: Second.

Perreault: Second.

Simison: I have a motion and a second. Is there discussion on the motion? If not, Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to. Have a good evening, Matt.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

3. Public Hearing for Ten Mile Public Storage (H-2022-0016) by Kimley-Horn and Associates, Inc., located at 4065 N. Ten Mile Rd.

- A. Request: Annexation of 5.797 acres of land with the I-L zone district, and request for elimination of required 25 ft. residential landscape buffer, to allow two self-storage buildings, by Kimley-Horn.

Simison: Council, next item up on our agenda is Item 3, a public hearing for Ten Mile Public Storage, H-2022-0016. We will open this public hearing with staff comments.

Hood: Thank you once again, Mr. Mayor, Members of the Council. This is a proposal to annex 5.79 acres of currently zoned RUT land in Ada county to the I-L or, again, light industrial zone to allow for the expansion of an existing self storage facility for two additional self storage buildings. Again, the currently -- the property is currently zoned RUT in Ada county and its address is 4065 North Ten Mile. Between the existing self storage facility and the subject property is a narrow strip of land, which is a portion of a 41 acre parcel owned by the City of Meridian. So, you can see the majority of that 41 acres here and a square shape and, then, there is a flag or a flagpole that comes out to Ten Mile Road that bisects what would otherwise be one contiguous storage facility if the subject annexation application is approved. There is an existing access to the -- the storage facility out to Ten Mile Road and, then, the city uses the flag portion of this for -- my understanding is for someone that's farming the 40 acres right now and we have been working with the applicant to consolidate their property and basically exchange -- swap the -- the property on -- that's the flag now currently on the south side for what you see highlighted in red through a property boundary adjustment through the county. That keeps their parcel whole and as far as the city is concerned access is access and it's not as an important and, then, we can -- they will use one access to Ten Mile and the gravel road that will be reconstructed with the swap can, then, also be used by properties to the north in the future as they annex and develop in the city. So, once the -- the property boundary is completed, again, the city would -- would take ownership of essentially the same amount of acreage, just in a different part of the property for access. This -- the -- that -- that exchange and -- and the landscape buffer that would be otherwise required north to the existing -- existing residential uses was discussed during July 20 -- the July 21st Planning and Zoning Commission hearing. Staff had a condition for a five foot wide landscape buffer along that northern boundary. The Commission did strike that condition and instead required the building, Building B I believe it is, to meet the architectural requirements listed in Condition 1-D. That road essentially would serve as a physical barrier, but there wouldn't be any landscaping there. So, the building would look nicer, be subject to design standards, but there wouldn't be any trees required. I will note the applicant is proposing a fence along that property line, which does help with the screening and the architectural look there from neighboring properties, but that -- that is something that we received some comments on e-mail on 8/8 from Kathy and Andrew Griffard, which I understand is the proper -- one of the property owners to the north who do oppose the request to eliminate the landscape buffer along the north boundary. So, that's it in a nutshell. I will show you the conceptual plan. Again, this is just an annexation application. So, things can change slightly, but this is the concept plan as currently shown. Essentially the existing agricultural access that goes back to the city's 40 acres would be paved and, then, they would have access again for the -- this next phase of the self storage facility with the two buildings that you can see highlighted here, so -- there are some elevations and I think that's my last slide, so I will just -- I will leave it there and I will stand for any questions you may have.

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

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Caleb, that comment -- that e-mail that you referenced kind of caught my eye with the -- the feedback from the neighbors concerned about the landscape buffer. When I see these elevations, I don't -- to me it just looks like another -- another storage unit and so I'm -- I'm trying to -- I guess kind of understand what -- what you have just presented in terms of we are going to make this look nicer versus the concerns of the neighbors about the loss of a landscape buffer and maybe just trying to wrap my head around why removing the landscape buffer makes sense. I guess why you guys are recommending and onboard with that.

Hood: Mr. Mayor, Councilman Cavener, just -- just to be clear -- so, staff did recommend the landscape buffer initially. The Planning and Zoning Commission is the one that actually struck that condition in favor of dressing up, if you will, that Building B. I don't know if the applicant is prepared tonight to address any changes to comply with the design standards or not. I can -- I thought I could get to it fairly quickly -- read to you, you know, the changes in horizontal, vertical, colors, materials. There is a condition in there. So, again, you have to kind of imagine, because I haven't seen anything necessarily, but, again, maybe the applicant has some things they are working on with the elevations to comply with.

Cavener: I can wait to hear from them. Thanks, Caleb. Appreciate the clarification.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you, Caleb. So, the property to the north is still in the county, but it is designated as mixed-use, nonresidential; correct? So, there is not -- is that one of the reasons why that we should make consideration and not have a landscape buffer, because there is not intended to be homes there in the future or from the -- from that perspective can you share your thoughts?

Hood: Yeah. Mr. Mayor, Council Woman Perreault, yeah. No, it's -- it's a good point and something that should be considered. You got to kind of walk that balance of respecting that someone lives there today, but, yes, over time it's going to be probably something very similar, a nonresidential industrial even type of use. So, that is why I think maybe there was some -- could be some compromise on a lesser landscape buffer, because maybe a full 25 foot fully, you know, landscaped out buffer over time maybe is overkill if you will. You can also look -- and I don't have a great -- actually, I have got Google Earth up. If you want I can show it -- to just show where that there is a couple of homes. One of them is near Ten Mile Road and, then, one a little bit further back. If you bear with me I can kind of show you that -- how they sit on the property and maybe what that will do and that kind of gives you a good gauge of how close to the property lines they are. But,

yeah, those are -- those are something to consider and, again, why maybe something in between 25 and nothing makes some sense or a fence and some building elevations. So, I think it's a good point and, again, I didn't originally work on the staff report, so it's a little tough for me to defend what, you know, staff recommendation or the Planning and Zoning Commission did, but I will pull that visual up for you all. So, I will just say a disclaimer. I'm not quite sure how recent this aerial is, but it does give you a little bit of perspective to how close some of those structures are. So, the subject property is right here and, then, widens back out.

Stewart: Caleb, the subject property is to the north.

Hood: Yeah. Sorry. That's why I don't think the aerial is super -- so, there is the -- there is the farm access road that we are talking about back to the larger 40 that opens up. So, you know, the -- we can measure how close the home is. The homes are -- structures are -- this will be the -- the principal dwelling on this property. It looks to be an accessory structure here. So, some separation from the larger building that's on the -- on the west side of the property. I believe these are gone on the subject site, but there is a home fairly close to Ten Mile and, again, fairly close to that first building. Fairly close isn't an exact number. But, again, just hope to give you a little bit of perspective on the lay of the land out here. Thank you, Warren.

Simison: Council, additional questions for staff? Okay. Is the applicant here and like to come forward? If you would state your name and address for the record, be recognized for 15 minutes.

Anderson: Good evening. Good evening, Mr. Mayor, Members of the Council, staff and residents. Aaron Anderson representing Public Storage out of Glendale, California. Give me a sec while he loads up our presentation. So, I have some slides prepared and, then, we can get into sort of some of the discussion you guys are having. I think I can shed some light on some of that conversation.

Borton: Did you say Glendale, California?

Anderson: Yes, sir.

Borton: What's that near?

Anderson: Los Angeles. Oh, there we go. Thank you, Caleb. Okay. I'm going to give you guys a brief introduction to who Public Storage is and -- and how we operate. So, our company was founded in 1972. So, this year we are proudly celebrating our 50th anniversary and if you believe Wikipedia we are the founders of the modern storage industry as you know it today. We are the largest owner-operator of self storage in the world and we have about 3,000 facilities currently in our portfolio and that number grows every month. We operate in 39 of 50 states and at present we have six active facilities in the state of Idaho. Three of those six are located in the City of Meridian and it's important to highlight that this proposal before you tonight is considered an expansion, so once this

project has been completed that number won't change. So, we grow our business in three ways. One is through acquisition where we buy functioning stabilized properties and rebrand them in our image. We third-party manage, so Public Storage operates, but we do not own. And, then, new development. This is where we purchase property to facilitate new ground development and on occasion repurpose existing structures as adaptive reuse. So, we are one of the few, if not the only self storage operator that has a full in-house development team. That includes acquisitions, developers, architects, civil engineers, all working under the Public Storage banner. So, jumping into the project. Our timeline. We started this process back in October of last year and we had a pre-app. Following that pre-app we ended up redesigning our facility. We originally presented a three story building, but what we are presenting tonight is just a single level development. We had a neighborhood meeting in February of this year. We discussed any potential concerns with our neighbors to the north and those who did show up to the meeting were largely supportive of the project and it remains fundamentally the same as it did some six months ago. Following that second pre-app we submitted formal application. Standing before the Planning Commission in July, ultimately ending up here before you tonight. So, taking a look at the project aerial, you can see we are located along Ten Mile. It's currently developed to a single family home, which has recently been vacated by the former owner. Directly to the south that is our facility and it's important to note that we have purchased the property and we closed escrow in October of last year. Looking at the zoning map, you can see we are currently in Ada County, zoned RUT. Our entire -- the entire block here is, essentially, surrounded by the City of Meridian, so absorbing this parcel into your jurisdiction makes sense here. For some further context, you can see how the parcel fits into the future land use map, remaining consistent with the current uses, as well as the city's long-term vision for this particular area. You can also see the proximity of this facility. That little icon on the left of the screen there, that's the water treatment facility, which makes this a good use type and good fit for this area. So, looking at the city's growth area map, you can see this site is located in an area served by all necessary utilities, such as water, sanitary sewer, gas and electric power, as well as fire department services. So, here is a closer look at the aerial of the site and you can get a better idea of what it looks like in its present state. And, then, here is the site with the site plan that we are currently presenting to you tonight. You could see this proposed road location highlighted with the orange dashed line. That's the access road swap. We worked with Planning, Public Works, and ACHD, collectively came up with this proposal to deed a portion of our property in exchange for that sliver of road at 25 feet that's on the south of our boundary. So, the benefits of this configuration. It eliminates a curb cut from Ten Mile. It allows for future access to the northern -- northern parcels as development continues in this area. It provides a path for public utilities that will benefit our project, as well as future and current uses, and it allows for uninterrupted access for the farmer, who currently leases that farmland to the west and for us it creates that contiguous boundary between our existing property and what we are proposing. So, this makes it a more seamless and true expansion of our facility. So, here is a look at the building elevations. These are slightly updated from what you saw on the screen earlier. This was in response to the comments we received from the Planning Commission. So, we added some articulation on that north elevation, which is the one up there on the top. That's our biggest building. And, then, we also added some additional interest on the east and west sides

of the building. So, with that we have reviewed the staff report and we accept all the conditions of approval as presented and our commitment here is to execute the development agreement, to relocate and construct the access road at our sole expense. Provide that enhanced architecture on the northeast and west building elevations. Install the utility connections from Ten Mile for the future uses to the north. And we are also committed to installing a security gate along that Ten Mile access point that we will ultimately install. And we have worked with the property owners to the north and what we have agreed to is to install a privacy fence along their boundary. So, north of the road to screen their view of our property once it's been constructed. And with that we are requesting your approval tonight and thank you for your time and I can answer any questions that you may have.

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

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: What are the square footages of the two buildings?

Anderson: A hundred twenty-five thousand gross roughly.

Perreault: Together?

Anderson: Together. Combined. Yes.

Perreault: Do you know the separate --

Anderson: Individually? Not off the top of my head, but I could certainly pull up a copy of the site plan.

Perreault: So, it's essentially like the size of a large Costco size wise?

Anderson: I don't know what the size of a typical Costco is.

Perreault: A hundred and twenty. Give or take. Okay. I just wanted to get in my mind's eye a feel for, you know, the -- the actual size and the height of the -- of the larger building.

Anderson: I think it's 18 feet to its highest point. So, it's 14, I believe, to the eave and, then, the roof is pitched. So, I think it's 18 to the top of the peak. They are not very tall. Very similar to what's out there at the property next door. It's -- we are trying to match what we did at the property next door.

Perreault: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Could you walk through the architectural changes? I'm sorry, it just didn't --

Anderson: They are subtle.

Strader: Okay.

Anderson: But the previous elevation that you saw just had I believe bear CMU on the north. So, if I could -- I don't know if this mouse will help me out here. I can't point to anything. But the articulation is, essentially, EIFS, so it transitions. This is our architect's attempt at satisfying and trying to establish a little bit of rhythm on the north side of the building.

Strader: So, instead of just one giant wall that looks the same, I guess you have two different materials, but it's still -- I'm going to tell you, I'm -- I'm kind of struggling with elimination of the landscape barrier, even a small one with some trees, just because I look at this and, you know, I -- I mean we have seen some examples of self storage where they fit into the Ten Mile area and they really do have like truly architectural features. This doesn't really seem like it's changed a lot to me.

Anderson: Understood. And I think there is some confusion about this elimination of the landscape barrier. So, the conversation we had at Planning Commission was related to the 25 feet that we are needing to the city. So, we had a 25 -- or 20 foot access road and the original proposal was five feet left over to landscape on the city's side of the property line. So, we still have room between the back of our building and the edge of our property line to landscape. That didn't affect what we are going to do.

Strader: Okay.

Anderson: So, it was really do you eliminate the five feet and end up with a 25 foot road and that was the decision that was recommended at -- at Planning Commission, if that makes sense. I hope that clears it up a little bit.

Strader: I -- Mr. Mayor?

Simison: Council Woman Strader.

Strader: Not quite. So, are -- are you, then, saying because we wanted the road to be wider that that went away or are you saying that you are still going to put in a five foot landscape buffer anyway?

Anderson: We have room on our side of the property line. So, our buildings are not zero lot line. So, the conversation at Planning Commission was related to the 25 feet dedicated to the city and the city wanting five feet of that dedication to be landscaped in addition to what we are going to do.

Strader: Got it. So -- Mr. Mayor, if --

Anderson: I think it was a maintenance question. I'm sorry to interrupt, but I think it was a maintenance issue that the city thought -- or Planning Commission thought was not worth it. So, the recommendation was to eliminate it.

Simison: Council Woman Strader.

Strader: Do you mind walking through your landscaping plan of what you intend to put in and how that might help satisfy the neighbors' concerns?

Anderson: We don't have a full landscaping plan ready to present, but I mean you can see there is a little bit of buffer behind the building, so the dashed line -- I wish I could point to what I'm talking about on the screen. It's very small. I don't know if I can zoom in either.

Strader: I think I see it. It's --

Anderson: So, you see the gap. I mean look to the left of the screen where it says Building B.

Strader: Uh-huh.

Anderson: That's seven feet, I believe. So, that area is available for minor landscaping. But we would certainly be open to planting something in the room that we have.

Strader: We could -- I mean could that -- I'm sorry. Could it be trees? I mean what -- like little -- I mean there is a difference between like little tiny shrubs --

Anderson: Sure.

Strader: -- versus something that's actually going to screen the -- the view of the building.

Anderson: I would have to consult a landscape architect to -- before I committed to planting something back there, but we would be open to coming up with a landscape plan during the CZC process that satisfied your concern.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah, Mr. Mayor, Aaron --

Womack: Nicolette Womack. Kimley Horn. 110 West Idaho Street, Boise, Idaho. 83702. I just wanted to add walking north to south from the properties to the north there was concerns at Planning and Zoning Commission no one would see the landscaping,

because on the north property line of the road there is the fence and, then, there is a 25 foot gravel road and, then, there is another fence before you get to our building. So, they were talking about landscaping between the building and that second southern fence.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. To follow up on the fence. Then, Aaron, on the north side -- so on the north side of the road of that -- that will be the city access point, you -- you have -- you and the neighbors have agreed to install a -- I'm assuming it's a six foot fence and have agreed to the type of fence, whether it's vinyl or wood or what have you, for that particular fence?

Anderson: That's correct. So, one of the neighbors is actually here tonight. We met this afternoon. I have been working with them and we are working to get them an eight foot through Ada county. Vinyl material. Solid. Just to, you know, preserve their privacy, so they don't have to see what's going on on the farmer's road. Yeah.

Hoaglund: Okay. Thank you.

Anderson: But that's separate from our fence, so -- but, really, at the end of the day our buildings really provide security. So, the need for a second fence with a seven foot gap isn't really -- you know, our current facility just sort of backs up to that access road. So, we could potentially eliminate our fence, use that area to landscape, and soften the look of the backside of that building a little better.

Simison: Council, additional questions for the applicant? Okay. Thank you very much.

Anderson: Thank you for your time. I appreciate it.

Simison: Mr. Clerk, do we have anyone signed up to provide testimony?

Johnson: Mr. Mayor, we did not.

Simison: Okay. If there is anybody present that would like to come forward and provide testimony at this time, if you would like to do that, or if you are online use the raise your hand feature and we can bring you in for any comments. Okay. Come on forward. State your name and address for the record, be recognized for three minutes.

Bowman: Okay. I'm Larry Bowman. My address is 3475 West Doc Lane. We have the property that's on the west side of their border. We are the ones out in the middle of the field with the barn and our house back there. Five and a half acres. And, really, there is only two bordering neighbors, us and Danny Madsen and he's -- he's in agreement. We -- we both agreed today that an eight foot fence on our side, on our property that they are going to put in would block that, so all we have is -- is a nice fence down there and I think,

quite frankly, trees would be somewhat wasted in that space. I have got enough trees for everybody in here and the hawks love them and all the neighbors and there really isn't anyone else, other than maybe the Wiskus family up there that can even see it. Just -- that's all I have to say.

Simison: Thank you. Council, any questions? And Mr. Madsen is online in case he has any -- wants to refute anything that was said, just so we know he is here listening as well. Anybody else that would like to provide testimony on the item at this time? Okay. Seeing no one coming forward or raising their hand, would the applicant like to close with any final comments? Okay. So, he is waving -- they are waving any final comments. So, Council, I will turn this over to you for conversation, dialogue, and closing the public hearing when necessary.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. I will just kick things off. It seems with the agreement with the neighbors for the fencing and it is such a short strip and having the road that allows access to city property that's under lease and, then, another fence and just a short strip that -- I -- I think it's adequate without the landscaping and appreciate the applicant working with the neighbors and trying to reach agreement and -- and being successful in that makes our job much easier when that happens. Wish it happened more often, but I appreciate all that work and I think it's something that we can -- we can move forward with. So, Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I would move that we close the public hearing for Ten Mile Public Storage, H-2022-0016.

Cavener: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Hoaglund: And Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I would -- I'm trying to double check here what the DA requirements are, but I think I will just include the staff comments for the DA in -- in the motion. So, after considering all staff, applicant, and public testimony, I move to approve File No. H-2022-

0016 as presented in the staff report for the hearing date of August 23rd, 2022, and that all the staff comments for the DA be included in the -- in the -- in the motion.

Cavener: Second.

Simison: I have a motion and a second. Do I have discussion? If not, Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to. Thank you very much.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

EXECUTIVE SESSION

- 4. Per Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.**

Simison: And, Mr. Hood, again, appreciate seeing you back here. The next item on the agenda is Item 4, Executive Session.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Per Idaho Code -- I move that we go into Executive Session per Idaho Code 74-206(1)(f).

Borton: Second.

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

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

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

EXECUTIVE SESSION: (6:48 p.m. to 7:12 p.m.)

Hoaglund: Move we come out of Executive Session.

Cavener: Second.

Simison: Moved and seconded to come out of Executive Session. All in favor say aye. Any opposed? All ayes. Motion carries.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Hoaglund: Mr. Mayor, I move we adjourn.

Simison: Motion to adjourn. All in favor?

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 7:12 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

_____ MAYOR ROBERT E. SIMISON	_____ / / DATE APPROVED
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ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM **TOPIC:** Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement
No. 1

Project Name (Subdivision):

Apex Northwest Subdivision No. 1

Sanitary Sewer & Water Main Easement Number:

1

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

SANITARY SEWER AND WATER MAIN EASEMENT

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

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

(stamp)

Notary Signature

My Commission Expires:_____

August 24, 2022
Project No.: 21-210
Apex Northwest Subdivision No. 1
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

Parcels of land for a City of Meridian sewer and water easement being a portion of Lots 2, 3, 4, 6, 8, 9, & 10, Block 1 of Apex Northwest Subdivision No. 1 and further situated in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Southeast corner of said Section 31, which bears S00°32'22"E a distance of 2,700.07 feet from a aluminum cap marking the East 1/4 corner of said Section 31, thence following the easterly line of the Southeast 1/4 of said Section 31, N00°32'22"W a distance of 181.98 feet;
Thence leaving said easterly line, N89°43'32"W a distance of 212.31 feet to the southerly line of an existing City of Meridian sewer and water easement per Instrument No. 2022-033763, Records of Ada County, Idaho;
Thence following said southerly line, N89°43'32"W a distance of 59.08 feet to **POINT OF BEGINNING 1.**

Thence leaving said southerly line, S00°13'58"W a distance of 5.95 feet;
Thence N89°43'32"W a distance of 10.00 feet;
Thence N00°13'58"E a distance of 5.95 feet to a point hereinafter referred to as Point "A" on said southerly line;
Thence following said southerly line, S89°43'32"E a distance of 10.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 59 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence following the southerly line of said City of Meridian sewer and water easement, N89°43'32"W a distance of 211.52 feet to **POINT OF BEGINNING 2.**

Thence leaving said southerly line, S00°16'28"W a distance of 6.14 feet;
Thence N89°43'32"W a distance of 10.00 feet;
Thence N00°16'28"E a distance of 6.14 feet to a point hereinafter referred to as Point "B" on said southerly line;
Thence following said southerly line, S89°43'32"E a distance of 10.00 feet **POINT OF BEGINNING 2.**

Said parcel contains 61 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence N28°37'24"W a distance of 36.55 feet to the northerly line of said City of a Meridian sewer and water easement and being **POINT OF BEGINNING 3.**

Thence leaving said northerly line, N00°16'28"E a distance of 8.79 feet;
Thence S89°43'32"E a distance of 10.00 feet;
Thence S00°16'28"W a distance of 8.79 feet to a point hereinafter referred to as Point "C" on said northerly line;
Thence following said northerly line, N89°43'32"W a distance of 10.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 88 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "C", thence following the northerly line of said City of Meridian sewer and water easement, S89°43'32"E a distance of 134.35 feet to **POINT OF BEGINNING 4.**

Thence leaving said northerly line, N00°16'28"E a distance of 6.15 feet;
Thence S89°43'32"E a distance of 13.00 feet to a point hereinafter referred to as Point "D";
Thence S00°16'28"W a distance of 6.15 feet to said northerly line;
Thence following said northerly line, N89°43'32"W a distance of 13.00 feet to **POINT OF BEGINNING 4.**

Said parcel contains 80 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "D", thence N29°07'48"E a distance of 278.06 feet to **POINT OF BEGINNING 5.**

Thence N00°16'52"E a distance of 12.88 feet;
Thence S89°43'08"E a distance of 9.28 feet to a point hereinafter referred to as Point "E" on the westerly line of said City of Meridian sewer and water easement;
Thence following said westerly line, S00°16'52"W a distance of 12.88 feet;
Thence leaving said westerly line, N89°43'08"W a distance of 9.28 feet to **POINT OF BEGINNING 5.**

Said parcel contains 120 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "E", thence following the westerly line of said City of Meridian sewer and water easement, N00°16'52"E a distance of 24.31 feet to **POINT OF BEGINNING 6.**

Thence leaving said westerly, N89°43'08"W a distance of 7.97 feet;
Thence N00°16'52"E a distance of 10.00 feet;
Thence S89°43'08"E a distance of 7.97 feet to said westerly line;

Thence following said westerly line, S00°16'52"W a distance of 10.00 feet to **POINT OF BEGINNING 6.**

Said parcel contains 80 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as **POINT OF BEGINNING 6**, thence S77°24'57"E a distance of 34.80 feet to the easterly line of said City of Meridian sewer and water easement and being **POINT OF BEGINNING 7.**

Thence leaving said easterly line, S89°43'08"E a distance of 6.97 feet;

Thence S00°16'52"W a distance of 10.00 feet;

Thence N89°43'08"W a distance of 6.97 feet to a point hereinafter referred to as Point "F" on said easterly line;

Thence following said easterly line, N00°16'52"E a distance of 10.00 feet to **POINT OF BEGINNING 7.**

Said parcel contains 70 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "F", thence following the easterly line of said City of Meridian sewer and water easement, S00°16'52"W a distance of 52.43 feet to **POINT OF BEGINNING 8.**

Thence leaving said easterly line, S89°22'03"E a distance of 5.57 feet;

Thence S00°16'52"W a distance of 10.00 feet;

Thence N89°22'03"W a distance of 5.57 feet to said easterly line;

Thence following said easterly line, N00°16'52"E a distance of 10.00 feet to **POINT OF BEGINNING 8.**

Said parcel contains 56 square feet, more or less.

Said description contains a total of 614 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



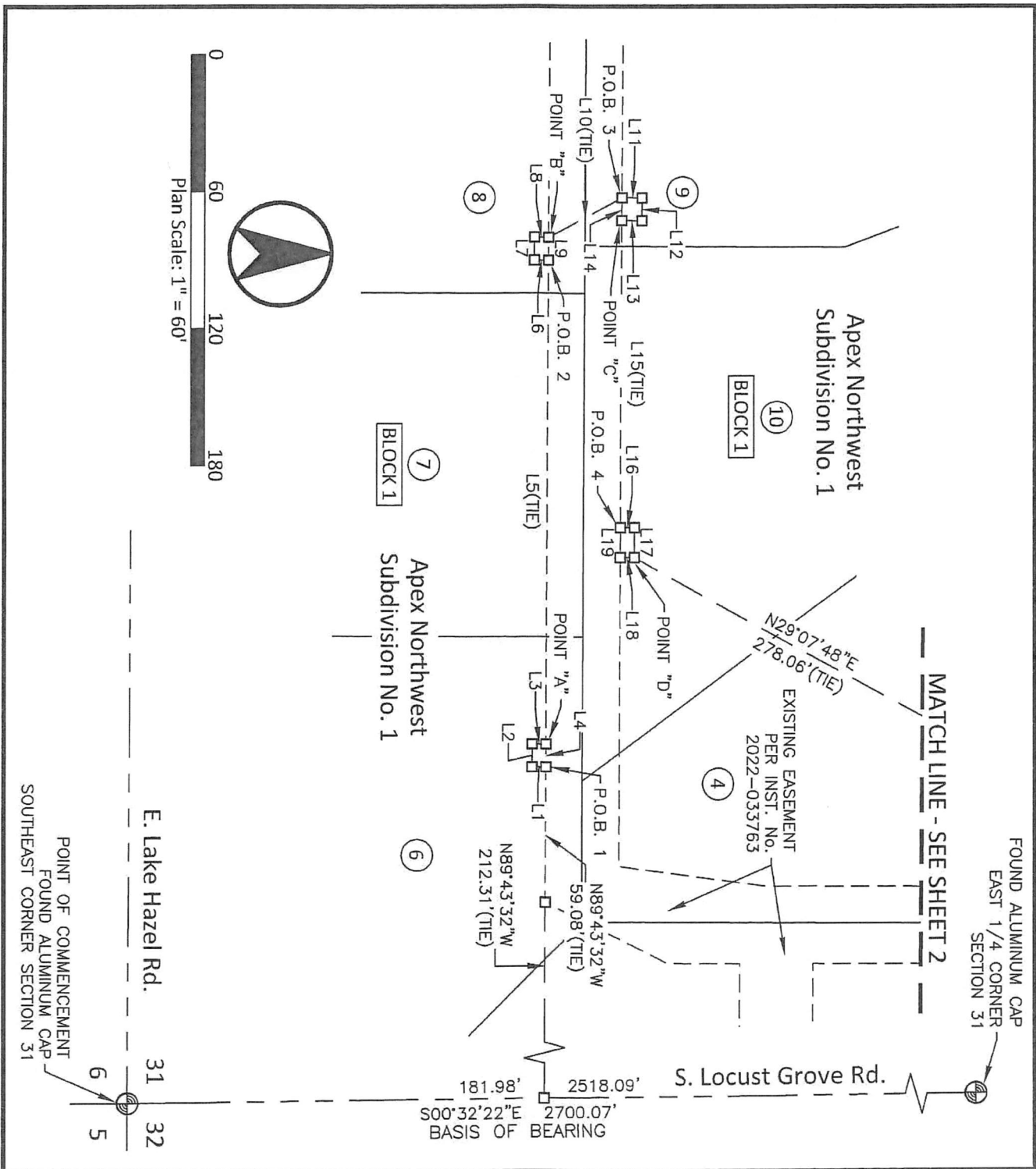


Exhibit B City of Meridian Sewer and Water Easement

Apex Northwest Subdivision No. 1
SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho

DATE: August 2022
PROJECT: 21-210
SHEET: 1 OF 2

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmen@idp.com

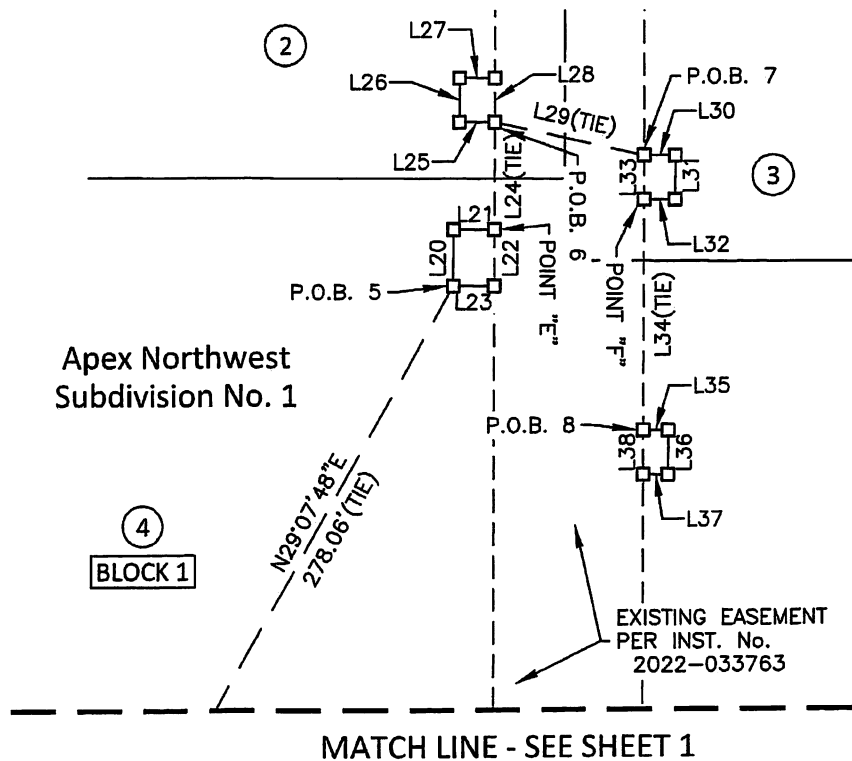
P:\21-210\CAD\SURVEY\EXHIBITS\220824 SEWER AND WATER EASEMENT APEX COMMERCIAL 21-210.DWG, TREY ZIMMERMAN, 8/24/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°13'58"W	5.95
L2	N89°43'32"W	10.00
L3	N0°13'58"E	5.95
L4	S89°43'32"E	10.00
L5	N89°43'32"W	211.52
L6	S0°16'28"W	6.14
L7	N89°43'32"W	10.00
L8	N0°16'28"E	6.14
L9	S89°43'32"E	10.00
L10	N28°37'24"W	36.55

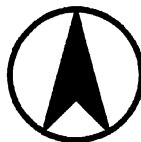
LINE TABLE		
LINE	BEARING	DISTANCE
L11	N0°16'28"E	8.79
L12	S89°43'32"E	10.00
L13	S0°16'28"W	8.79
L14	N89°43'32"W	10.00
L15	S89°43'32"E	134.35
L16	N0°16'28"E	6.15
L17	S89°43'32"E	13.00
L18	S0°16'28"W	6.15
L19	N89°43'32"W	13.00
L20	N0°16'52"E	12.88

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S89°43'08"E	9.28
L22	S0°16'52"W	12.88
L23	N89°43'08"W	9.28
L24	N0°16'52"E	24.31
L25	N89°43'08"W	7.97
L26	N0°16'52"E	10.00
L27	S89°43'08"E	7.97
L28	S0°16'52"W	10.00
L29	S77°24'57"E	34.80
L30	S89°43'08"E	6.97

LINE TABLE		
LINE	BEARING	DISTANCE
L31	S0°16'52"W	10.00
L32	N89°43'08"W	6.97
L33	N0°16'52"E	10.00
L34	S0°16'52"W	52.43
L35	S89°22'03"E	5.57
L36	S0°16'52"W	10.00
L37	N89°22'03"W	5.57
L38	N0°16'52"E	10.00



DATE: August 2022
PROJECT: 21-210
SHEET: 2 OF 2



0 40 80 120
Plan Scale: 1" = 40'

Exhibit B City of Meridian Sewer and Water Easement

Apex Northwest Subdivision No. 1
SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho



AGENDA ITEM

ITEM **TOPIC:** Belvedere Farms Sanitary Sewer Easement No. 1

ESMT-2022-0017 Belvedere Farms
Sanitary Sewer Easement No. 1

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 6th day of September 2022 between Belvedere L.C. ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

SEE ATTACHED EXHIBIT A

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

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

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 9-6-2022

Attest by Chris Johnson, City Clerk 9-6-2022

STATE OF IDAHO,)

; ss.

County of Ada)

This record was acknowledged before me on 9-6-2022 (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:



**TEALEY'S LAND
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713
(208) 385-0636
Fax (208) 385-0696

Project No.: 4939
Date: July 29, 2022

EXHIBIT "A"

DESCRIPTION OF
CITY OF MERIDIAN SEWER MAIN EASEMENT No. 1
FOR
BELVEDERE LC

A 20.00 foot wide strip of land situated in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 16, T.3N., R.1W., B.M., Ada County, Idaho. The boundaries of said strip of land are located 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of said Section 16, marked by a brass cap; thence along the South line of said Section 16
North 89°59'54" West 2620.01 feet to the South 1/4 corner of said Section 16, marked by an aluminum cap; thence along the North-South centerline of said Section 16
North 00°09'46" West 1328.76 feet to the Center-South 1/16 corner of said Section 16; marked by a 5/8" iron pin; thence along the North line of said SW 1/4 of the SE 1/4
South 89°58'59" East 206.46 feet to the POINT OF BEGINNING; thence leaving said North line at right angles
South 00°01'01" West 51.24 feet to a point; thence
South 55°23'59" West 141.88 feet to a point; thence
South 39°39'13" West 129.69 feet to a point; thence
South 38°08'42" East 212.79 feet to a point; thence
South 51°51'18" West 237.14 feet to a point on the centerline of the Ridenbaugh Canal as described in Instrument No. 2021-181806 which is also the Northeast line of Lot 1 of Block 1 of Kimber Ridge Subdivision as on file in Book 102 of Plats at Page 13492 in the Office of the Recorder for Ada County, Idaho which is the TERMINAL POINT of said centerline.

Said Strip of Land Contains 0.355 Acre, more or less.



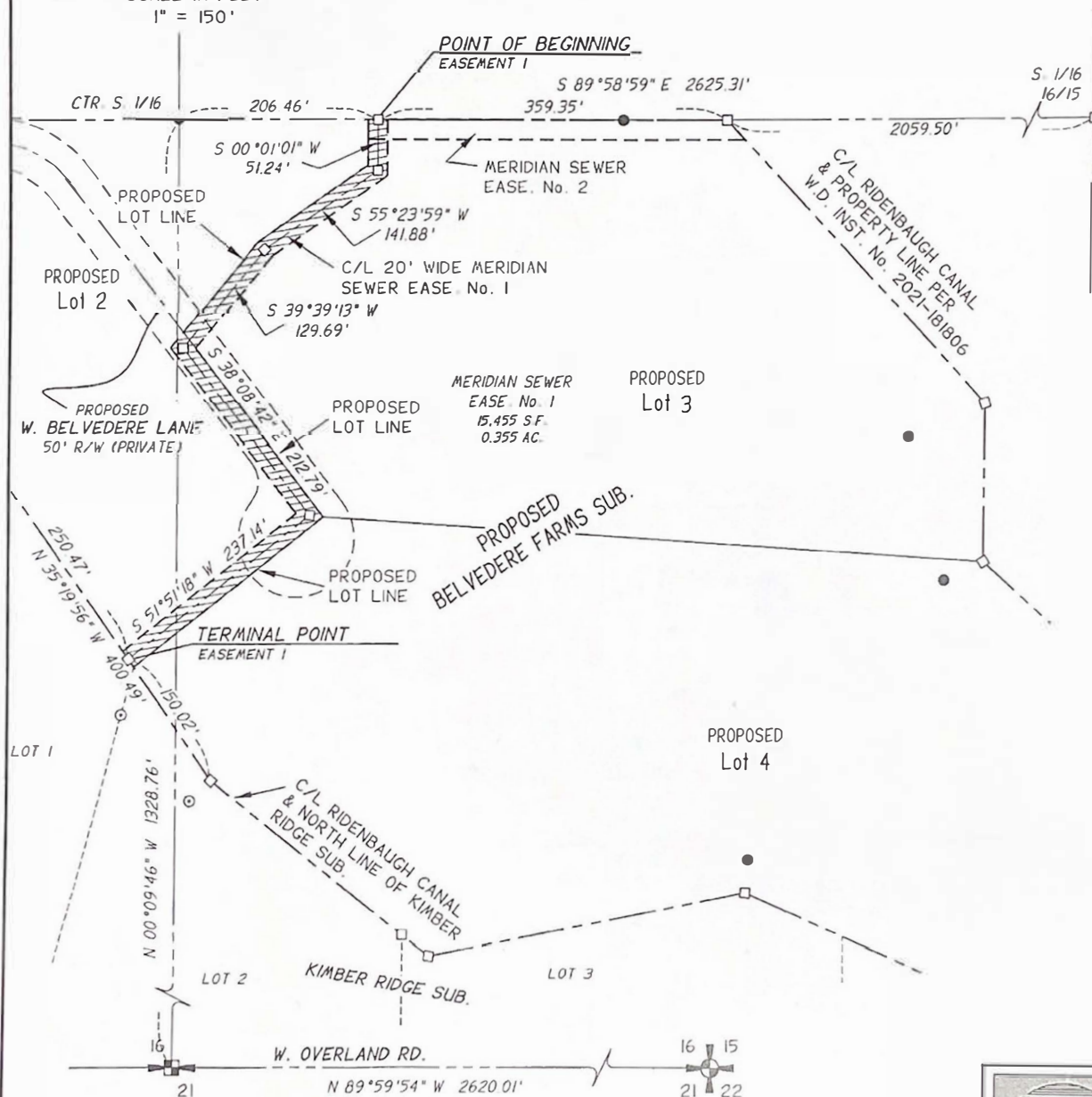


SCALE IN FEET

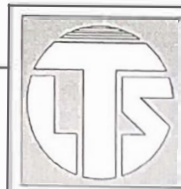
 $1'' = 150'$ 

CITY OF MERIDIAN SEWER
MAIN EASEMENT No. 1
FOR BELVEDERE LC

A PORTION OF THE SW 1/4 SE 1/4
& THE SE 1/4 SW 1/4
SECTION 16, T.3N., R.1W., B.M.,
ADA COUNTY, IDAHO



12594 W. EXPLORER DRIVE, SUITE 50, BOISE, ID 83713
208-385-0636





AGENDA ITEM

ITEM **TOPIC:** Belvedere Farms Sanitary Sewer Easement No. 2

ESMT-2022-0018 Belvedere Farms
Sanitary Sewer Easement No. 2

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 6th day of September, 2022 between Belvedere LLC, ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

SEE ATTACHED EXHIBIT A

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and 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 repair and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

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

THE GRANTOR 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.

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

Belvedere LC - ~~Mr W. H. Mason~~

This record was acknowledged before me on 08/12/22 (date) by Marc W. Herrman (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Belvedere, LC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)

EMILY SEABLE
Notary Public
State of Idaho
Commission No. 20222936

REV. 01/01/2020

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 9-6-2022

Attest by Chris Johnson, City Clerk 9-6-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 9-6-2022 (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: _____



**TEALEY'S LAND
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713
(208) 385-0636
Fax (208) 385-0696

Project No.: 4939
Date: July 29, 2022

EXHIBIT "A"

DESCRIPTION OF
CITY OF MERIDIAN SEWER MAIN EASEMENT No. 2
FOR
BELVEDERE LC

A 20.00 foot wide strip of land situated in the SW 1/4 of the SE 1/4 of Section 16, T.3N., R.1W., B.M., Ada County, Idaho. The boundaries of said strip of land are located 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of said Section 16, marked by a brass cap; thence along the South line of said Section 16

North 89°59'54" West 2620.01 feet to the South 1/4 corner of said Section 16, marked by an aluminum cap; thence along the North-South centerline of said Section 16

North 00°09'46" West 1328.76 feet to the Center-South 1/16 corner of said Section 16; marked by a 5/8" iron pin; thence along the North line of said SW 1/4 of the SE 1/4

South 89°58'59" East 196.46 feet to a point; thence leaving said North line at right angles

South 00°01'01" West 10.00 feet to the POINT OF BEGINNING; thence along a line parallel with said North line

South 89°58'59" East 378.82 feet to a point on the centerline of the Ridenbaugh Canal as described in Instrument No. 2021-181806 which is the TERMINAL POINT of said centerline.

Said Strip of Land Contains 0.174 Acre, more or less.

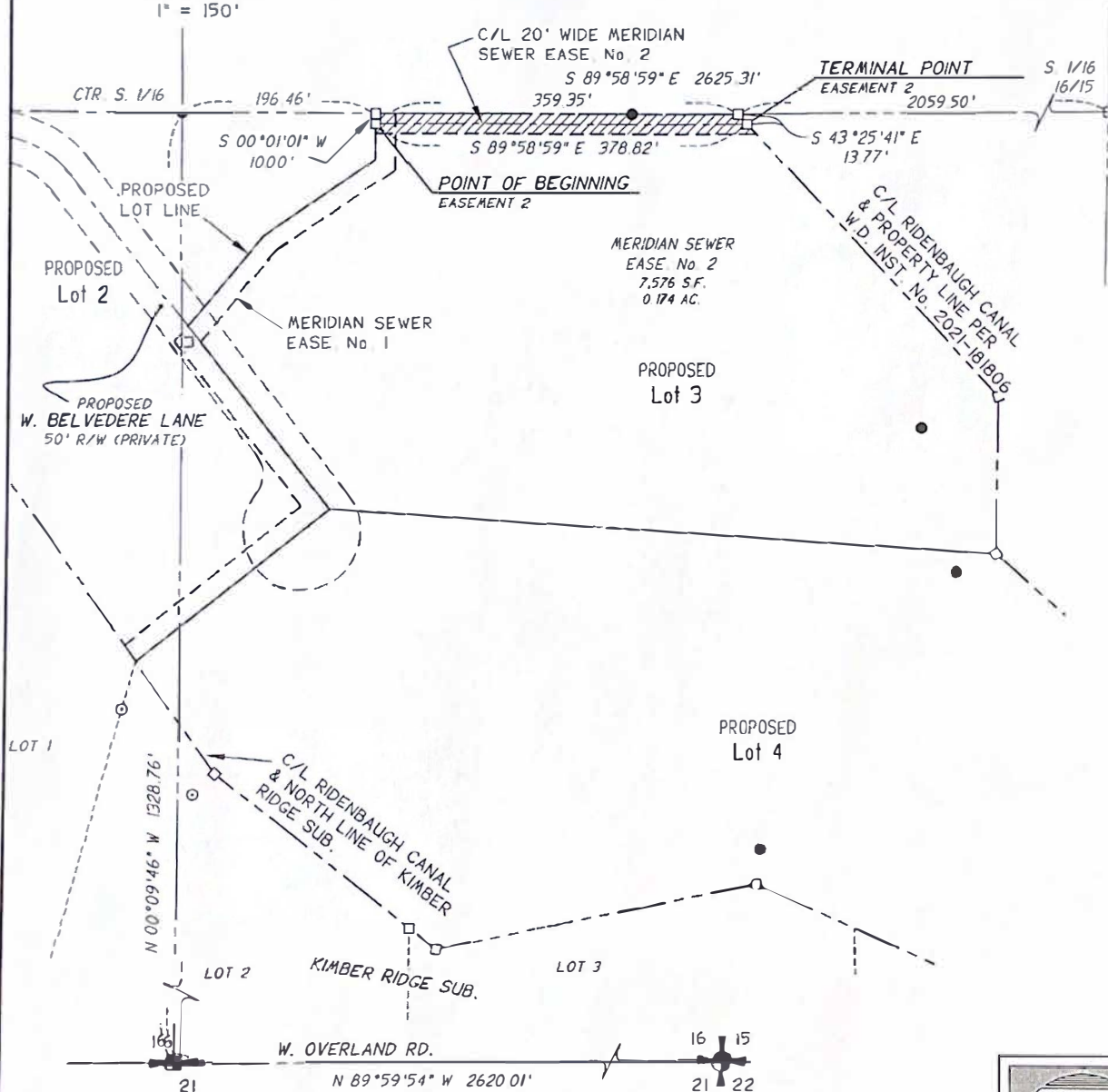




0 75 150 300
SCALE IN FEET
1" = 150'

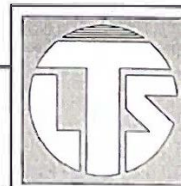


EXHIBIT "B"
CITY OF MERIDIAN SEWER
MAIN EASEMENT No. 2
FOR BELVEDERE LC
A PORTION OF THE SW 1/4 SE 1/4
SECTION 16, T.3N., R.1W., B.M.,
ADA COUNTY, IDAHO



TEALEY'S LAND SURVEYING

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





AGENDA ITEM

ITEM **TOPIC:** Eagle View Landing Apartments Sanitary Sewer and Water Main Easement
No. 1

Project Name (Subdivision):

Eagle View Landing Apartments

Sanitary Sewer & Water Main Easement Number:

1

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

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between
BVA Rolling Hills No. 1, LLC , BVABC Eagle View, LLC and BVABC Eagle View
Entertainment No. 1, LLC ("Grantor") and the City of Meridian, an Idaho Municipal
Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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

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

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

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

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTORS:

BVA ROLLING HILLS NO. 1, LLC
an Idaho limited liability company

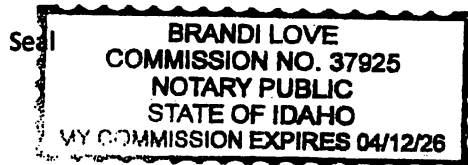
By: BV Management Services, Inc.,
Executive Manager

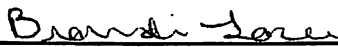
By: 
Cortney Liddiard, President

STATE OF IDAHO)
 :SS.
County of Bonneville)


On this the ^{25th} day of August, in the year 2022, before me a Notary Public of said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., 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: 4-12-2026

By: Brighton Corporation, Executive Manager

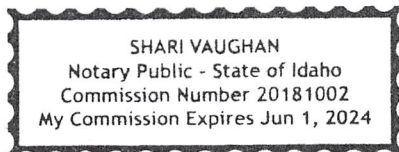
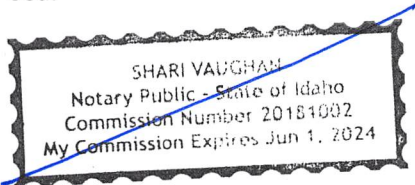
By: 
Robert L. Phillips, President


STATE OF IDAHO)
 :SS.
County of Ada)

On this the 26 day of August, in the year 2022, 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.

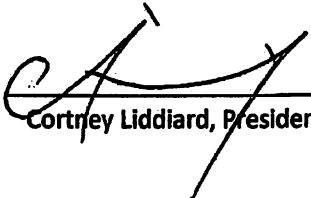
Seal




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

BVABC EAGLE VIEW, LLC
an Idaho limited liability company

By: BV Management Services, Inc., an Idaho
corporation, the Executive Manager

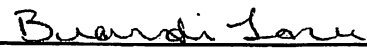
By: 
Cortney Liddiard, President

STATE OF IDAHO)
 :SS.
County of Bonneville)

On this the 25th day of August, in the year 2022, before me a Notary Public of said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., 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.

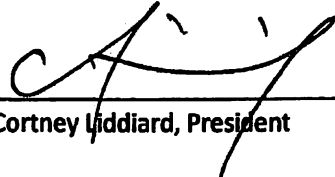
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.




Notary Public for Idaho
My Commission Expires: 4-12-2026

BVABC EAGLE VIEW ENTERTAINMENT NO. 1, LLC

By: BV Management Services, Inc., an Idaho corporation, the Executive Manager

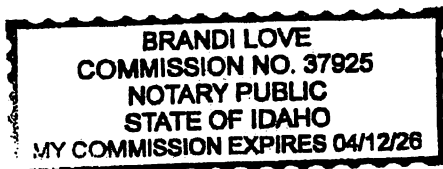
By: 
Cortney Liddiard, President

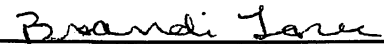
STATE OF IDAHO)
 :SS.
County of Bonneville)

On this the ~~25~~ day of August, in the year 2022, before me a Notary Public of said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., 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.

Seal




Notary Public for Idaho
My Commission Expires: 4-12-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

(stamp)

Notary Signature

My Commission Expires:_____

August 8, 2022
Project No. 20-219A
Eagle View Landing Apartments
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land being portions of Lots 13 through 15, Block 1 and Lots 8 through 10, Block 2 of Rolling Hill Subdivision (Book 18 of Plats, Pages 1202-1203), and portions of Lots 17 through 20, Block 1 of Rackham Subdivision (Book 120 of Plats, Pages 18582-18588) and a portion of Unplatted Lands, situated in a portion of the Northwest 1/4 of the Southeast 1/4 and a portion of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a found aluminum cap marking the Center 1/4 corner of said Section 16, which bears N00°05'15"W a distance of 2,653.59 feet from a found brass cap marking the South 1/4 corner of said Section 16, thence following the westerly line of said Northwest 1/4 of the Southeast 1/4, S00°05'15"E a distance of 710.50 feet;

Thence leaving said westerly line, S89°54'45"W a distance of 38.17 feet to **POINT OF BEGINNING 1.**

Thence S67°58'49"E a distance of 161.97 feet;
Thence N90°00'00"E a distance of 361.71 feet;
Thence N00°00'00"W a distance of 28.00 feet;
Thence N90°00'00"E a distance of 30.00 feet;
Thence S00°00'00"E a distance of 28.00 feet;
Thence N90°00'00"E a distance of 286.01 feet;
Thence N00°00'00"E a distance of 28.00 feet;
Thence S90°00'00"E a distance of 20.00 feet;
Thence S00°00'00"E a distance of 48.00 feet;
Thence N90°00'00"W a distance of 29.30 feet;
Thence S00°00'00"E a distance of 47.72 feet;
Thence N90°00'00"E a distance of 28.27 feet;
Thence S45°00'00"E a distance of 21.69 feet;
Thence S14°00'00"W a distance of 386.34 feet;
Thence N90°00'00"W a distance of 134.20 feet;
Thence S00°00'00"E a distance of 97.76 feet;
Thence N89°13'45"W a distance of 803.68 feet;
Thence N55°28'42"W a distance of 50.25 feet;
Thence N00°00'00"W a distance of 542.26 feet;
Thence S68°04'33"W a distance of 51.77 feet;
Thence N21°55'27"W a distance of 20.00 feet;
Thence N68°04'33"E a distance of 116.40 feet;
Thence N90°00'00"E a distance of 116.83 feet;
Thence S79°13'49"E a distance of 41.90 feet to **POINT OF BEGINNING 1.**

Said parcel contains 13.067 acres, more or less.

LESS AND EXCEPTING THEREFROM:

Commencing at a point previously referred to as **POINT OF BEGINNING 1**, thence S16°23'41"W a distance of 20.10 feet to **POINT OF BEGINNING 2**.

Thence S67°58'49"E a distance of 141.44 feet;
Thence S22°01'17"W a distance of 24.48 feet;
Thence S67°58'43"E a distance of 15.00 feet;
Thence N22°01'17"E a distance of 24.48 feet;
Thence S67°58'49"E a distance of 23.88 feet;
Thence S00°00'00"E a distance of 20.33 feet;
Thence N90°00'00"W a distance of 8.00 feet;
Thence S00°00'00"E a distance of 20.00 feet;
Thence N90°00'00"E a distance of 28.00 feet;
Thence N00°00'00"E a distance of 36.49 feet;
Thence N90°00'00"E a distance of 130.75 feet to a point hereinafter referred to as "POINT A";
Thence S00°00'00"E a distance of 443.72 feet;
Thence N90°00'00"E a distance of 63.07 feet;
Thence S00°00'00"E a distance of 48.47 feet;
Thence N89°13'45"W a distance of 226.67 feet;
Thence N00°00'00"E a distance of 38.59 feet;
Thence N90°00'00"E a distance of 20.00 feet;
Thence N00°00'00"E a distance of 20.00 feet;
Thence N90°00'00"W a distance of 45.00 feet;
Thence S00°00'00"E a distance of 58.26 feet;
Thence N89°13'45"W a distance of 301.28 feet;
Thence N55°28'42"W a distance of 15.67 feet;
Thence N00°00'00"E a distance of 228.93 feet;
Thence N90°00'00"E a distance of 109.96 feet;
Thence N00°00'00"E a distance of 38.89 feet;
Thence N90°00'00"W a distance of 20.00 feet;
Thence S00°00'00"E a distance of 18.89 feet;
Thence N90°00'00"W a distance of 89.96 feet;
Thence N00°00'00"E a distance of 290.87 feet;
Thence N68°04'33"E a distance of 39.21 feet;
Thence N90°00'00"E a distance of 111.07 feet;
Thence S79°13'49"E a distance of 38.05 feet to **POINT OF BEGINNING 2**.

Said parcel contains 6.038 acres, more or less.

ALSO LESS AND EXCEPTING THEREFROM:

Commencing at a point previously referred to as "POINT A", thence N90°00'00"E a distance of 20.00 feet to **POINT OF BEGINNING 3**.

Thence N90°00'00"E a distance of 105.96 feet to a point hereinafter referred to as "POINT B";
Thence S00°00'00"E a distance of 493.04 feet;

Thence N89°13'45"W a distance of 42.90 feet;
Thence N00°00'00"E a distance of 68.74 feet;
Thence N90°00'00"W a distance of 63.07 feet;
Thence N00°00'00"E a distance of 140.81 feet;
Thence N90°00'00"E a distance of 6.30 feet;
Thence N00°00'00"E a distance of 10.00 feet;
Thence N90°00'00"W a distance of 6.30 feet;
Thence N00°00'00"E a distance of 33.25 feet;
Thence N90°00'00"E a distance of 11.67 feet;
Thence N00°00'00"E a distance of 20.00 feet;
Thence N90°00'00"W a distance of 11.67 feet;
Thence N00°00'00"E a distance of 96.97 feet;
Thence N90°00'00"E a distance of 5.26 feet;
Thence N00°00'00"E a distance of 10.00 feet;
Thence N90°00'00"W a distance of 5.26 feet;
Thence N00°00'00"E a distance of 112.69 feet to **POINT OF BEGINNING 3.**

Said parcel contains 1.091 acres, more or less.

ALSO LESS AND EXCEPTING THEREFROM:

Commencing at a point previously referred to as "POINT B", thence N90°00'00"E a distance of 20.00 feet to **POINT OF BEGINNING 4.**

Thence N90°00'00"E a distance of 73.63 feet;
Thence N00°00'00"E a distance of 10.00 feet;
Thence N90°00'00"E a distance of 83.70 feet;
Thence S00°00'00"E a distance of 30.50 feet;
Thence N90°00'00"W a distance of 27.50 feet;
Thence S00°00'00"E a distance of 20.00 feet;
Thence N90°00'00"E a distance of 57.50 feet;
Thence N00°00'00"E a distance of 50.50 feet;
Thence N90°00'00"E a distance of 153.04 feet;
Thence S00°00'00"E a distance of 67.72 feet;
Thence N90°00'00"E a distance of 39.99 feet;
Thence S45°00'00"E a distance of 2.09 feet;
Thence S14°00'00"W a distance of 224.57 feet;
Thence N76°00'00"W a distance of 13.08 feet;
Thence S14°00'00"W a distance of 20.00 feet;
Thence S76°00'00"E a distance of 13.08 feet;
Thence S14°00'00"W a distance of 114.83 feet;
Thence N90°00'00"W a distance of 115.58 feet;
Thence N00°00'00"E a distance of 31.59 feet;
Thence N90°00'00"W a distance of 15.00 feet;
Thence S00°00'00"E a distance of 31.59 feet;
Thence N90°00'00"W a distance of 8.00 feet;
Thence S00°00'00"E a distance of 21.47 feet;

Thence N90°00'00"W a distance of 18.00 feet;
Thence S00°00'00"E a distance of 20.00 feet;
Thence N90°00'00"E a distance of 18.00 feet;
Thence S00°00'00"E a distance of 56.02 feet;
Thence N89°13'45"W a distance of 156.32 feet;
Thence N00°00'00"E a distance of 503.31 feet to **POINT OF BEGINNING 4.**

Said parcel contains 3.507 acres, more or less.

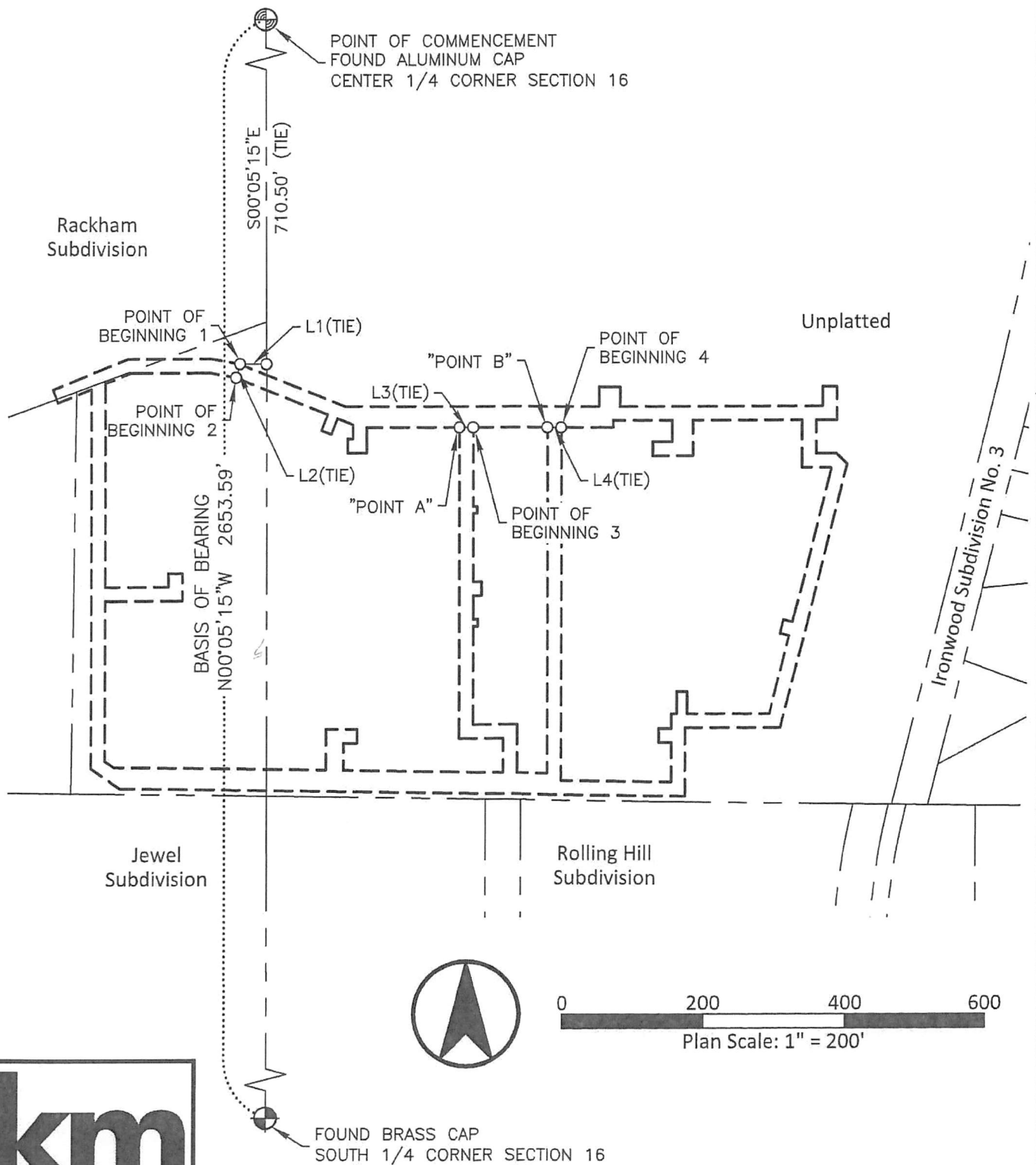
Said description contains a total of 2.431 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

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



P:\20-219A\CAD\SURVEY\EXHIBITS\220801 WATER-SEWER EXHIBIT 20-219A.DWG, TREY ZIMMERMAN, 8/8/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]



0 200 400 600
Plan Scale: 1" = 200'

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

Exhibit B - City of Meridian Sewer and Water Easement Eagle View Landing

DATE: August 2022

PROJECT: 20-219A

SHEET:
1 OF 4

Lots 13-15, Block 1, Lots 8-10, Block 2 of Rolling Hill Subdivision, Lots 17-20, Block 1 of Rackham Subdivision, and unplatted land in the NW 1/4 of the SE 1/4 and NE 1/4 of the SW 1/4 of Sec. 16, T3N, R1E, B.M., Ada County, Idaho

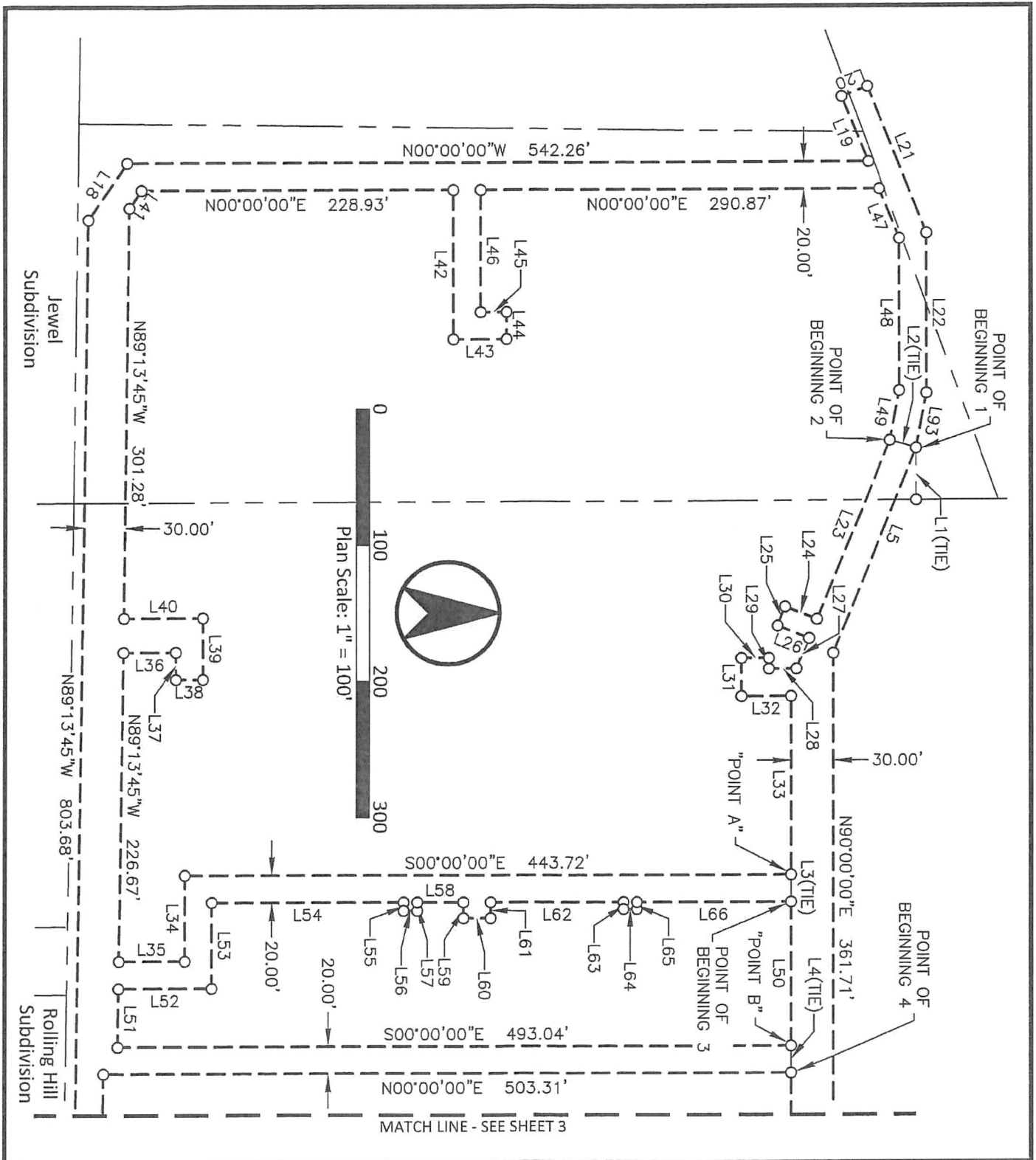


Exhibit B - City of Meridian Sewer and Water Easement Eagle View Landing

Lots 13-15, Block 1, Lots 8-10, Block 2 of Rolling Hill Subdivision, Lots 17-20, Block 1 of Rackham Subdivision, and unplatted land in the NW 1/4 of the SE 1/4 and NE 1/4 of the SW 1/4 of Sec. 16, T3N, R1E, B.M., Ada County, Idaho

SHEET:

2 OF 4

DATE: August 2022
PROJECT: 20-219A

km
ENGINEERING

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°54'45"W	38.17
L2	S16°23'41"W	20.10
L3	N90°00'00"E	20.00
L4	N90°00'00"E	20.00
L5	S67°58'49"E	161.97
L6	N00°00'00"W	28.00
L7	N90°00'00"E	30.00
L8	S00°00'00"E	28.00
L9	N00°00'00"E	28.00
L10	S90°00'00"E	20.00
L11	S00°00'00"E	48.00
L12	N90°00'00"W	29.30
L13	S00°00'00"E	47.72
L14	N90°00'00"E	28.27
L15	S45°00'00"E	21.69
L16	N90°00'00"W	134.20
L17	S00°00'00"E	97.76
L18	N55°28'42"W	50.25
L19	S68°04'33"W	51.77
L20	N21°55'27"W	20.00
L21	N68°04'33"E	116.40
L22	N90°00'00"E	116.83
L23	S67°58'49"E	141.44
L24	S22°01'17"W	24.48
L25	S67°58'43"E	15.00

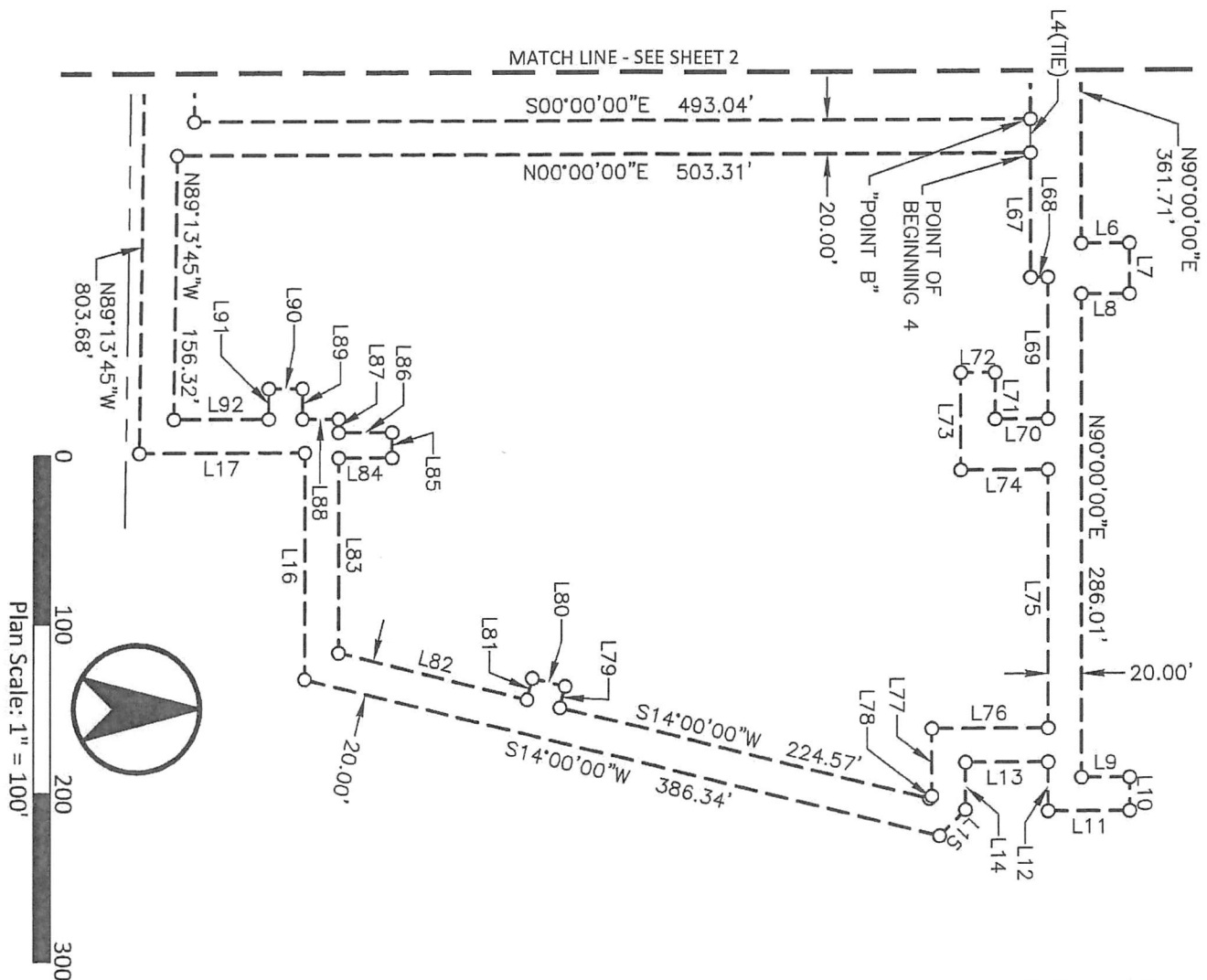


Exhibit B - City of Meridian Sewer and Water Easement Eagle View Landing

Lots 13-15, Block 1, Lots 8-10, Block 2 of Rolling Hill Subdivision, Lots 17-20, Block 1 of Rackham Subdivision, and unplatted land in the NW 1/4 of the SE 1/4 and NE 1/4 of the SW 1/4 of Sec. 16, T3N, R1E, B.M., Ada County, Idaho

DATE: August 2022
PROJECT: 20-219A
SHEET: 3 OF 4



LINE TABLE		
LINE	BEARING	DISTANCE
L26	N22°01'17"E	24.48
L27	S67°58'49"E	23.88
L28	S00°00'00"E	20.33
L29	N90°00'00"W	8.00
L30	S00°00'00"E	20.00
L31	N90°00'00"E	28.00
L32	N00°00'00"E	36.49
L33	N90°00'00"E	130.75
L34	N90°00'00"E	63.07
L35	S00°00'00"E	48.47
L36	N00°00'00"E	38.59
L37	N90°00'00"E	20.00
L38	N00°00'00"E	20.00
L39	N90°00'00"W	45.00
L40	S00°00'00"E	58.26
L41	N55°28'42"W	15.67
L42	N90°00'00"E	109.96
L43	N00°00'00"E	38.89
L44	N90°00'00"W	20.00
L45	S00°00'00"E	18.89
L46	N90°00'00"W	89.96
L47	N68°04'33"E	39.21
L48	N90°00'00"E	111.07
L49	S79°13'49"E	38.05
L50	N90°00'00"E	105.96

LINE TABLE		
LINE	BEARING	DISTANCE
L51	N89°13'45"W	42.90
L52	N00°00'00"E	68.74
L53	N90°00'00"W	63.07
L54	N00°00'00"E	140.81
L55	N90°00'00"E	6.30
L56	N00°00'00"E	10.00
L57	N90°00'00"W	6.30
L58	N00°00'00"E	33.25
L59	N90°00'00"E	11.67
L60	N00°00'00"E	20.00
L61	N90°00'00"W	11.67
L62	N00°00'00"E	96.97
L63	N90°00'00"E	5.26
L64	N00°00'00"E	10.00
L65	N90°00'00"W	5.26
L66	N00°00'00"E	112.69
L67	N90°00'00"E	73.63
L68	N00°00'00"E	10.00
L69	N90°00'00"E	83.70
L70	S00°00'00"E	30.50
L71	N90°00'00"W	27.50
L72	S00°00'00"E	20.00
L73	N90°00'00"E	57.50
L74	N00°00'00"E	50.50
L75	N90°00'00"E	153.04

LINE TABLE		
LINE	BEARING	DISTANCE
L76	S00°00'00"E	67.72
L77	N90°00'00"E	39.99
L78	S45°00'00"E	2.09
L79	N76°00'00"W	13.08
L80	S14°00'00"W	20.00
L81	S76°00'00"E	13.08
L82	S14°00'00"W	114.83
L83	N90°00'00"W	115.58
L84	N00°00'00"E	31.59
L85	N90°00'00"W	15.00
L86	S00°00'00"E	31.59
L87	N90°00'00"W	8.00
L88	S00°00'00"E	21.47
L89	N90°00'00"W	18.00
L90	S00°00'00"E	20.00
L91	N90°00'00"E	18.00
L92	S00°00'00"E	56.02
L93	S79°13'49"E	41.90



DATE: August 2022
PROJECT: 20-219A

SHEET:
4 OF 4

Exhibit B - City of Meridian Sewer and Water Easement Eagle View Landing

Lots 13-15, Block 1, Lots 8-10, Block 2 of Rolling Hill Subdivision, Lots 17-20, Block 1 of Rackham Subdivision, and unplatted land in the NW 1/4 of the SE 1/4 and NE 1/4 of the SW 1/4 of Sec. 16, T3N, R1E, B.M., Ada County, Idaho



AGENDA ITEM

ITEM **TOPIC:** Lost Rapids Apartments Sanitary Sewer and Water Main Easement #4

Project Name (Subdivision):

Lost Rapids Subdivision

Sanitary Sewer & Water Main Easement Number:

4

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

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20___ between GFI Meridian Investments II, LLC. _____ (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

(stamp)

Notary Signature

My Commission Expires:_____

August 11, 2021
Lost Rapids Townhomes
Project No. 17-192
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement being a portion of Lot 2, Block 1 of Lost Rapids Subdivision (Book 119 of Plats, Pages 18496-18501), situated in the Northeast 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the North 1/4 corner of said Section 27, which bears N89°17'35"W a distance of 2,647.29 feet from a found aluminum cap marking the Northeast corner of said Section 27, thence following the northerly line of said Section 27, S89°17'35"E a distance of 1,557.63 feet;

Thence leaving said northerly line, S00°42'25"W a distance of 1,065.06 feet to the northerly boundary line of said Lot 2 and being **POINT OF BEGINNING 1.**

Thence S65°08'20"E a distance of 38.25 feet;
Thence N24°51'40"E a distance of 13.55 feet;
Thence S65°08'20"E a distance of 122.65 feet;
Thence S60°55'34"E a distance of 90.18 feet;
Thence N29°04'26"E a distance of 26.39 feet;
Thence S60°55'34"E a distance of 10.00 feet;
Thence S29°04'26"W a distance of 26.39 feet;
Thence S60°55'34"E a distance of 49.68 feet;
Thence N29°04'26"E a distance of 4.46 feet;
Thence S60°55'34"E a distance of 9.48 feet;
Thence N29°04'26"E a distance of 21.15 feet;
Thence S89°15'45"E a distance of 206.43 feet;
Thence N00°44'15"E a distance of 7.83 feet;
Thence S89°15'45"E a distance of 11.69 feet;
Thence N00°44'15"E a distance of 22.69 feet;
Thence S89°15'45"E a distance of 10.00 feet;
Thence S00°44'15"W a distance of 30.52 feet;
Thence S89°15'45"E a distance of 118.28 feet;
Thence S00°35'20"W a distance of 47.17 feet;
Thence S89°24'40"E a distance of 30.54 feet;
Thence S00°35'20"W a distance of 10.00 feet;
Thence N89°24'40"W a distance of 30.54 feet;
Thence S00°35'20"W a distance of 91.62 feet to a point hereinafter referred to as "POINT A";
Thence S39°08'49"W a distance of 43.21 feet;
Thence S16°38'49"W a distance of 38.39 feet;
Thence N73°21'11"W a distance of 10.00 feet;
Thence N16°38'49"E a distance of 30.86 feet;
Thence N73°03'24"W a distance of 137.29 feet;
Thence S16°38'49"W a distance of 60.48 feet;

Thence S73°03'24"E a distance of 9.59 feet;

Thence S16°38'49"W a distance of 23.66 feet to the southerly boundary line of said Lot 2;

Thence following said southerly boundary line the following three (3) courses:

1. 6.51 feet along the arc of a circular curve to the right, said curve having a radius of 1,317.57 feet, a delta angle of 00°16'59", a chord bearing of N69°42'09"W and a chord distance of 6.51 feet;
2. 22.88 feet along the arc of a circular curve to the left, said curve having a radius of 334.50 feet, a delta angle of 03°55'10", a chord bearing of N71°31'15"W and a chord distance of 22.88 feet;
3. N73°28'50"W a distance of 33.72 feet;

Thence leaving said southerly boundary line, N19°54'31"E a distance of 74.68 feet;

Thence N60°55'34"W a distance of 15.63 feet;

Thence N29°04'26"E a distance of 10.61 feet;

Thence N60°55'34"W a distance of 104.84 feet;

Thence S29°04'26"W a distance of 30.57 feet;

Thence N60°55'34"W a distance of 10.00 feet;

Thence N29°04'26"E a distance of 22.24 feet;

Thence N60°55'34"W a distance of 29.21 feet;

Thence N29°04'26"E a distance of 8.33 feet;

Thence N60°55'34"W a distance of 84.45 feet;

Thence S29°04'26"W a distance of 30.44 feet;

Thence N60°55'34"W a distance of 10.00 feet;

Thence N29°04'26"E a distance of 30.44 feet;

Thence N60°55'34"W a distance of 84.37 feet;

Thence S24°51'40"W a distance of 7.76 feet;

Thence N65°08'20"W a distance of 16.78 feet;

Thence S24°51'40"W a distance of 22.63 feet;

Thence N65°08'20"W a distance of 10.00 feet;

Thence N24°51'40"E a distance of 30.35 feet;

Thence N65°08'20"W a distance of 92.10 feet;

Thence S24°51'40"W a distance of 3.55 feet;

Thence N65°08'20"W a distance of 58.79 feet;

Thence N89°15'45"W a distance of 70.22 feet;

Thence S54°08'43"W a distance of 3.85 feet to the boundary line of said Lot 2;

Thence following the boundary of said Lot 2 the following two (2) courses:

1. N00°42'24"E a distance of 13.00 feet the Northwest corner of said Lot 2;
2. S89°15'45"E a distance of 98.34 feet to **POINT OF BEGINNING 1.**

Said parcel contains 1.527 acres, more or less.

EXCEPTING THEREFROM:

Commencing at a point previously referred to as "POINT A", thence N73°11'44"W a distance of 20.83 feet to **POINT OF BEGINNING 2.**

Thence S61°38'49"W a distance of 26.09 feet;

Thence S28°21'11"E a distance of 7.20 feet;

Thence S61°38'49"W a distance of 5.54 feet;

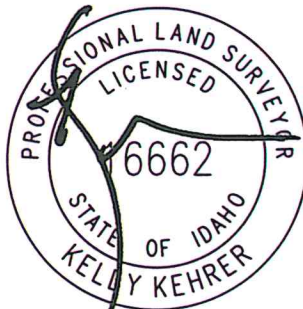
Thence N73°03'24"W a distance of 156.34 feet;
Thence N16°38'49"E a distance of 8.75 feet;
Thence N60°55'34"W a distance of 29.13 feet;
Thence N29°04'26"E a distance of 3.48 feet;
Thence N60°55'34"W a distance of 10.00 feet;
Thence S29°04'26"W a distance of 3.48 feet;
Thence N60°55'34"W a distance of 93.48 feet;
Thence S29°04'26"W a distance of 4.00 feet;
Thence N60°55'34"W a distance of 37.21 feet;
Thence N29°04'26"E a distance of 17.67 feet;
Thence S89°15'45"E a distance of 314.52 feet;
Thence S00°35'20"W a distance of 14.87 feet;
Thence N89°24'17"W a distance of 14.56 feet;
Thence S00°35'43"W a distance of 10.00 feet;
Thence S89°24'17"E a distance of 14.56 feet;
Thence S00°35'20"W a distance of 98.15 feet to **POINT OF BEGINNING 2.**

Said parcel contains 0.668 acres, more or less.

Said description contains a total of 0.859 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

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



8/11/2021

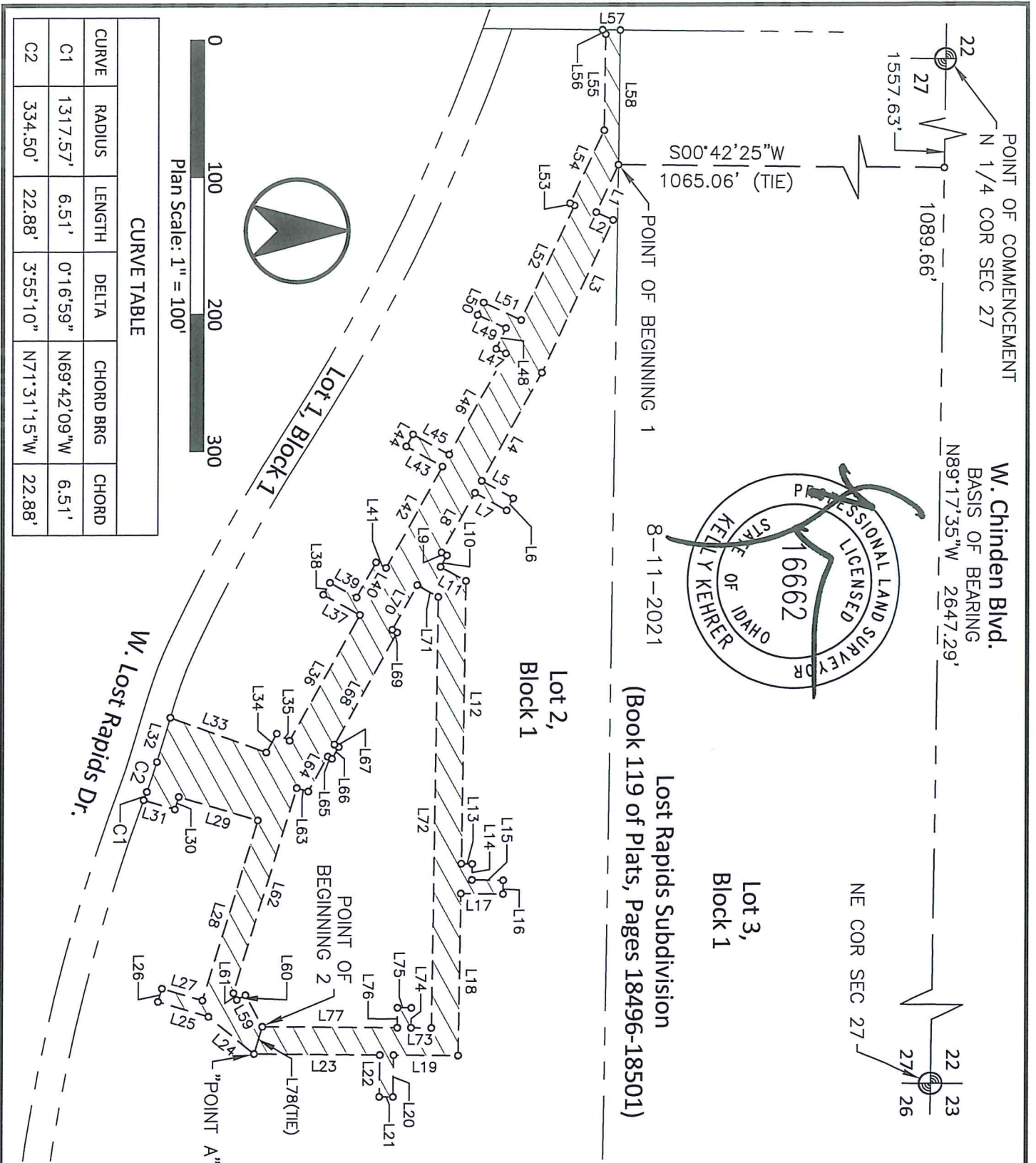


Exhibit B - City of Meridian Sewer and Water Easement Lost Rapids Townhomes

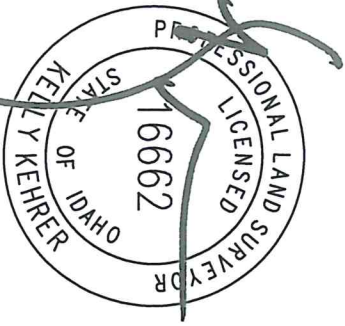
A portion of Lot 2, Block 1, Lost Rapids Sub., situated in the NE 1/4 of the NE 1/4 of Sec. 27,
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho

DATE: August, 2021

PROJECT: 17-192

SHEET:
1 OF 2

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmen@kmp.com



8-11-2021

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S65°08'20"E	38.25
L2	N24°51'40"E	13.55
L3	S65°08'20"E	122.65
L4	S60°55'34"E	90.18
L5	N29°04'26"E	26.39
L6	S60°55'34"E	10.00
L7	S29°04'26"W	26.39
L8	S60°55'34"E	49.68
L9	N29°04'26"E	4.46
L10	S60°55'34"E	9.48
L11	N29°04'26"E	21.15
L12	S89°15'45"E	206.43
L13	N0°44'15"E	7.83
L14	S89°15'45"E	11.69
L15	N0°44'15"E	22.69
L16	S89°15'45"E	10.00
L17	S0°44'15"W	30.52
L18	S89°15'45"E	118.28
L19	S0°35'20"W	47.17
L20	S89°24'40"E	30.54
L21	S0°35'20"W	10.00
L22	N89°24'40"W	30.54
L23	S0°35'20"W	91.62
L24	S39°08'49"W	43.21
L25	S16°38'49"W	38.39
L26	N73°21'11"W	10.00

LINE TABLE		
LINE	BEARING	DISTANCE
L27	N16°38'49"E	30.86
L28	N73°03'24"W	137.29
L29	S16°38'49"W	60.48
L30	S73°03'24"E	9.59
L31	S16°38'49"W	23.66
L32	N73°28'50"W	33.72
L33	N19°54'31"E	74.68
L34	N60°55'34"W	15.63
L35	N29°04'26"E	10.61
L36	N60°55'34"W	104.84
L37	S29°04'26"W	30.57
L38	N60°55'34"W	10.00
L39	N29°04'26"E	22.24
L40	N60°55'34"W	29.21
L41	N29°04'26"E	8.33
L42	N60°55'34"W	84.45
L43	S29°04'26"W	30.44
L44	N60°55'34"W	10.00
L45	N29°04'26"E	30.44
L46	N60°55'34"W	84.37
L47	S24°51'40"W	7.76
L48	N65°08'20"W	16.78
L49	S24°51'40"W	22.63
L50	N65°08'20"W	10.00
L51	N24°51'40"E	30.35
L52	N65°08'20"W	92.10

LINE TABLE		
LINE	BEARING	DISTANCE
L53	S24°51'40"W	3.55
L54	N65°08'20"W	58.79
L55	N89°15'45"W	70.22
L56	S54°08'43"W	3.85
L57	N0°42'24"E	13.00
L58	S89°15'45"E	98.34
L59	S61°38'49"W	26.09
L60	S28°21'11"E	7.20
L61	S61°38'49"W	5.54
L62	N73°03'24"W	156.34
L63	N16°38'49"E	8.75
L64	N60°55'34"W	29.13
L65	N29°04'26"E	3.48
L66	N60°55'34"W	10.00
L67	S29°04'26"W	3.48
L68	N60°55'34"W	93.48
L69	S29°04'26"W	4.00
L70	N60°55'34"W	37.21
L71	N29°04'26"E	17.67
L72	S89°15'45"E	314.52
L73	S0°35'20"W	14.87
L74	N89°24'17"W	14.56
L75	S0°35'43"W	10.00
L76	S89°24'17"E	14.56
L77	S0°35'20"W	98.15
L78	N73°11'44"W	20.83

Exhibit B - City of Meridian Sewer and Water Easement Lost Rapids Townhomes

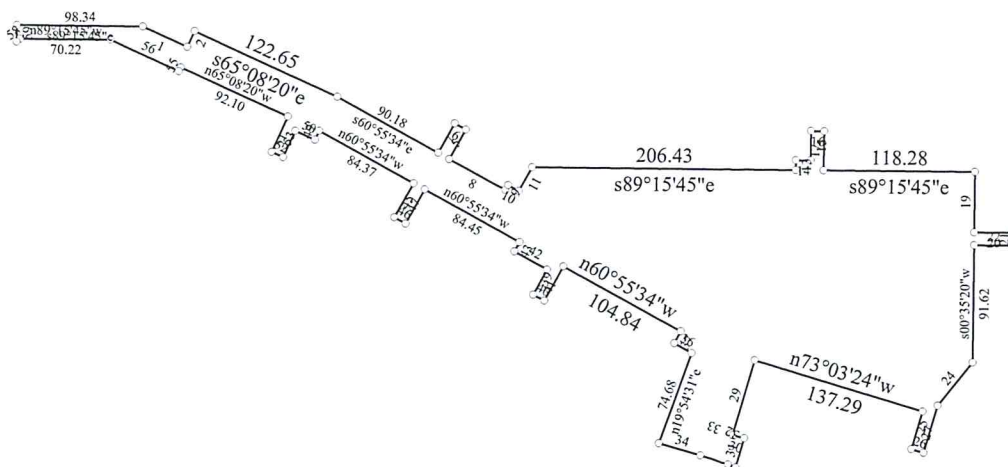
A portion of Lot 2, Block 1, Lost Rapids Sub., situated in the NE 1/4 of the NE 1/4 of Sec. 27,
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho

DATE: August, 2021

PROJECT: 17-192

SHEET: 2 OF 2





Title:

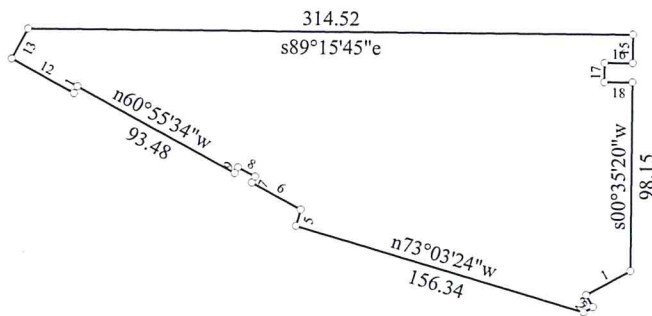
Date: 08-11-2021

Scale: 1 inch = 150 feet

File:

Tract 1: 1.527 Acres: 66510 Sq Feet: Closure = s85.4644w 0.01 Feet: Precision = 1/300821: Perimeter = 2419 Feet

001=s65.0820e 38.25	022=n89.2440w 30.54	043=n29.0426e 8.33
002=n24.5140e 13.55	023=s00.3520w 91.62	044=n60.5534w 84.45
003=s65.0820e 122.65	024=s39.0849w 43.21	045=s29.0426w 30.44
004=s60.5534e 90.18	025=s16.3849w 38.39	046=n60.5534w 10.00
005=n29.0426e 26.39	026=n73.2111w 10.00	047=n29.0426e 30.44
006=s60.5534e 10.00	027=n16.3849e 30.86	048=n60.5534w 84.37
007=s29.0426w 26.39	028=n73.0324w 137.29	049=s24.5140w 7.76
008=s60.5534e 49.68	029=s16.3849w 60.48	050=n65.0820w 16.78
009=n29.0426e 4.46	030=s73.0324e 9.59	051=s24.5140w 22.63
010=s60.5534e 9.48	031=s16.3849w 23.66	052=n65.0820w 10.00
011=n29.0426e 21.15	032: Rt, R=1317.57, Delta=00.1659 Bng=n69.4209w, Chd=6.51	053=n24.5140e 30.35
012=s89.1545e 206.43	033: Lt, R=334.50, Delta=03.5510 Bng=n71.3115w, Chd=22.88	054=n65.0820w 92.10
013=n00.4415e 7.83	034=n73.2850w 33.72	055=s24.5140w 3.55
014=s89.1545e 11.69	035=n19.5431e 74.68	056=n65.0820w 58.79
015=n00.4415e 22.69	036=n60.5534w 15.63	057=n89.1545w 70.22
016=s89.1545e 10.00	037=n29.0426e 10.61	058=s54.0843w 3.85
017=s00.4415w 30.52	038=n60.5534w 104.84	059=n00.4224e 13.00
018=s89.1545e 118.28	039=s29.0426w 30.57	060=s89.1545e 98.34
019=s00.3520w 47.17	040=n60.5534w 10.00	
020=s89.2440e 30.54	041=n29.0426e 22.24	
021=s00.3520w 10.00	042=n60.5534w 29.21	



Title:		Date: 08-11-2021
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.668 Acres: 29103 Sq Feet: Closure = n69.3441e 0.01 Feet: Precision =1/58638: Perimeter = 869 Feet		
001=s61.3849w 26.09	008=n60.5534w 10.00	015=s00.3520w 14.87
002=s28.2111e 7.20	009=s29.0426w 3.48	016=n89.2417w 14.56
003=s61.3849w 5.54	010=n60.5534w 93.48	017=s00.3543w 10.00
004=n73.0324w 156.34	011=s29.0426w 4.00	018=s89.2417e 14.56
005=n16.3849e 8.75	012=n60.5534w 37.21	019=s00.3520w 98.15
006=n60.5534w 29.13	013=n29.0426e 17.67	
007=n29.0426e 3.48	014=s89.1545e 314.52	



AGENDA ITEM

ITEM **TOPIC:** Olson and Bush Subdivision No. 2 Water Main Easement No. 1

Project Name (Subdivision):

OLSON AND BUSH SUBDIVISION NO.2

Water Main Easement Number: NO.1

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 _____ day of _____, 20____ between BVA Lanark, 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, it's successors and assigns forever.

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

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

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

Version 01/01/2020

Robert E. Simison, Mayor

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

(stamp)

My Commission Expires: _____

Date: October 13, 2021
Project: ID-LD-3868-21
Page: 1 of 1



EXHIBIT A
OLSON AND BUSH SUBDIVISION NO.2 WATER SERVICE EASEMENT NO.1

This easement is situated in a portion of Lot 11, Block 1 of Olson and Bush Subdivision No. 2, Book 90, Page 10508-10509, records of Ada county, Idaho and is located in a portion of the S.E. ¼ of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found 5/8" rebar marking the southeast corner of Lot 11, Block 1 of said Olson and Bush Subdivision No. 1; thence along the south boundary of said Lot 11,

- 1) N.88°10'23"W., 251.88 feet to the **POINT OF BEGINNING**, thence continuing along the south boundary of said Lot 11, Block 1,
- 2) N.88°10'23"W., 20.00 feet, thence leaving said south boundary;
- 3) N.01°49'37"E., 81.75 feet, thence;
- 4) N.46°49'37"E., 30.28 feet, thence;
- 5) S.88°10'23"E., 7.64 feet, thence;
- 6) S.01°49'37"W., 20.64 feet, thence;
- 7) S.46°49'37"W., 12.81 feet, thence;
- 8) S.01°49'37"W., 73.47 feet to the **POINT OF BEGINNING**.

 CALCULATED POINT



PAGE 001



AGENDA ITEM

ITEM **TOPIC:** Outer Banks Infrastructure and Offsite Water Main Easement

ESMT-2022-0216 Outer Banks Infranstructure and Offsite
Water Main Easement

WATER MAIN EASEMENT

THIS Easement Agreement, made this 6th day of September, 2022 between Franklin 10 Mile 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, it's successors and assigns forever.

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

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

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

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

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

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

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

GRANTOR:


Managing Member Franklin 10 mile LLC.

STATE OF ~~IDAHO~~ California

) ss
County of ~~Ada~~ Nevada

This record was acknowledged before me on 08/09/2022 (date) by Erik Pilegaard
(name of individual), [complete the following if signing in a representative capacity, or strike
the following if signing in an individual capacity] on behalf of Franklin 10 mile LLC.
(name of entity on behalf of whom record was executed), in the following representative
capacity: Managing Member (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 06/29/2023

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 9-6-2022

Attest by Chris Johnson, City Clerk 9-6-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 9-6-2022 (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: _____



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Exhibit A

**Outer Banks Subdivision
Utility Easement
Boundary Description**

Project Number 21-574 May 19, 2022

An easement situated in the northeast quarter of the northeast quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the north quarter-section corner of Section 15, Township 3 North, Range 1 West, Boise Meridian;

Thence S89°15'23"E, 2640.72 feet along the north line of Section 15 to the northeast corner of Section 15;

Thence S09°03'52"W, 386.23 feet on a random line to the west right-of-way line of S. Ten Mile Rd., the POINT OF BEGINNING:

Thence S00°11'38"E, 73.72 feet along the west right-of-way line of S. Ten Mile Rd.;

Thence 15.14 feet on a non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 34°42'31", a chord bearing of N72°03'20"W, and a chord length of 14.91 feet;

Thence N89°24'36"W, 177.48 feet;

Thence S00°35'24"W, 33.00 feet;

Thence N89°24'36"W, 27.00 feet;

Thence N00°35'24"E, 24.00 feet;

Thence N89°24'36"W, 17.00 feet;

Thence N00°35'24"E, 9.00 feet;

Thence N89°24'36"W, 148.20 feet;

Thence continuing N89°24'36"W, 34.00 feet across the easement to the interior;

Thence continuing N89°24'36"W, 55.70 feet;

Thence S00°35'24"W, 14.00 feet;

Thence N89°24'36"W, 22.00 feet;

Thence S00°35'24"W, 282.46 feet;

Thence S89°24'36"E, 52.00 feet;





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Thence S00°35'24"W, 16.00 feet;
Thence S89°24'36"E, 25.70 feet;
Thence N00°35'24"E, 312.46 feet;
Thence S89°24'36"E, 34.00 feet back across the easement to the exterior;
Thence S00°35'24"W, 298.46 feet;
Thence S89°24'36"E, 28.00 feet;
Thence S00°35'24"W, 9.00 feet;
Thence S89°24'36"E, 143.52 feet;
Thence N00°35'24"E, 32.00 feet;
Thence S89°24'36"E, 31.00 feet;
Thence S00°35'24"W, 27.00 feet;
Thence S89°24'36"E, 147.31 feet;
Thence 36.44 feet on a curve to the left, having a radius of 35.00 feet, a central angle of 59°39'20", a chord bearing of N60°45'44"E, and a chord length of 34.82 feet, to the west right-of-way line of S. Ten Mile Rd.;
Thence S08°39'52"W, 57.74 feet on a non-tangent line along the west right-of-way line of S. Ten Mile Rd.;
Thence S01°54'50"W, 12.60 feet along the west right-of-way line of S. Ten Mile Rd.;
Thence N80°22'42"W, 34.71 feet;
Thence N89°24'36"W, 145.35 feet;
Thence S00°35'24"W, 30.00 feet;
Thence N89°24'36"W, 21.00 feet;
Thence N00°35'24"E, 35.00 feet;
Thence N89°24'36"W, 171.00 feet;
Thence S00°35'24"W, 202.82 feet;
Thence S89°24'36"E, 24.00 feet;
Thence S00°35'24"W, 20.00 feet;
Thence N89°24'36"W, 24.00 feet;





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Thence S00°35'24"W, 80.70 feet;

Thence 24.47 feet on a curve to the left, having a radius of 35.00 feet, a central angle of 40°03'41", a chord bearing of S19°26'26"E, and a chord length of 23.98 feet;

Thence S39°28'18"E, 72.72 feet;

Thence 16.47 feet on a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 26°57'36", a chord bearing of S52°57'14"E, and a chord length of 16.32 feet;

Thence S59°25'10"W, 61.15 feet;

Thence 9.71 feet on a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 15°53'34", a chord bearing of N22°46'39"W, and a chord length of 9.68 feet;

Thence N30°43'26"W, 103.22 feet;

Thence N58°00'44"W, 264.33 feet;

Thence N89°24'36"W, 228.91 feet;

Thence S00°35'24"W, 229.62 feet;

Thence N89°24'36"W, 20.00 feet;

Thence N00°35'24"E, 240.62 feet;

Thence N89°24'36"W, 319.83 feet;

Thence S00°35'24"W, 236.67 feet;

Thence S89°24'36"E, 19.93 feet;

Thence S00°35'24"W, 20.00 feet;

Thence N89°24'36"W, 19.93 feet;

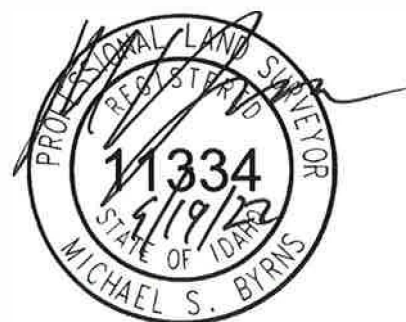
Thence S00°35'24"W, 95.87 feet to the south line of the northeast quarter of the northeast quarter;

Thence N89°15'02"W, 20.00 feet along the south line of the northeast quarter of the northeast quarter;

Thence N00°35'24"E, 372.48 feet;

Thence S89°24'36"E, 128.56 feet;

Thence N00°35'24"E, 170.99 feet;





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Thence N89°24'36"W, 128.56 feet;

Thence N00°35'24"E, 221.22 feet;

Thence N89°24'36"W, 24.50 feet to the east boundary of Baraya Apartments
Subdivision (Book 116 of Plats at Pages 17414 through 17416, records of Ada
County, Idaho);

Thence N00°35'22"E, 20.00 feet along the east boundary of Baraya Apartments
Subdivision;

Thence S89°24'36"E, 24.50 feet;

Thence N00°35'24"E, 67.98 feet;

Thence N23°07'42"E, 11.76 feet;

Thence S49°51'59"E, 20.09 feet across the easement to the interior;

Thence S00°35'24"W, 287.27 feet;

Thence S89°24'36"E, 86.59 feet;

Thence N00°35'24"E, 70.00 feet;

Thence S89°24'36"E, 20.00 feet;

Thence S00°35'24"W, 70.00 feet;

Thence S89°24'36"E, 42.86 feet;

Thence N45°35'23"E, 73.74 feet;

Thence S44°24'37"E, 20.00 feet;

Thence S45°35'23"W, 89.14 feet;

Thence N89°24'36"W, 24.14 feet;

Thence S00°35'24"W, 165.96 feet;

Thence S89°24'36"E, 89.56 feet;

Thence N00°35'24"E, 29.00 feet;

Thence S89°24'36"E, 20.00 feet;

Thence S00°35'24"W, 29.00 feet;

Thence S89°24'36"E, 81.71 feet;

Thence N00°35'24"E, 229.08 feet;

Thence N41°49'37"W, 18.93 feet;





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Thence N00°35'24"E, 5.64 feet;
Thence N89°24'36"W, 5.74 feet;
Thence N00°35'24"E, 20.00 feet;
Thence S89°24'36"E, 9.41 feet;
Thence S41°49'37"E, 43.14 feet;
Thence S00°35'24"W, 237.84 feet;
Thence S89°24'36"E, 105.50 feet;
Thence N00°35'24"E, 25.00 feet;
Thence S89°24'36"E, 20.00 feet;
Thence S00°35'24"W, 25.00 feet;
Thence S89°24'36"E, 111.84 feet;
Thence S58°00'44"E, 234.72 feet;
Thence N31°42'52"E, 5.00 feet;
Thence S58°00'44"E, 25.68 feet;
Thence N00°35'24"E, 289.66 feet;
Thence N89°24'36"W, 26.70 feet;
Thence S00°35'24"W, 8.00 feet;
Thence N89°24'36"W, 38.00 feet;
Thence N00°35'24"E, 8.00 feet;
Thence N89°24'36"W, 34.00 feet;
Thence N00°35'24"E, 120.26 feet;
Thence N89°24'36"W, 75.00 feet;
Thence N00°35'24"E, 21.00 feet;
Thence S89°24'36"E, 75.00 feet;
Thence N00°35'24"E, 87.20 feet;
Thence N89°24'36"W, 62.00 feet;
Thence S00°35'24"W, 12.00 feet;
Thence N89°24'36"W, 21.00 feet;





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Thence N00°35'24"E, 12.00 feet;
Thence N89°24'37"W, 299.78 feet;
Thence S00°35'24"W, 12.00 feet;
Thence N89°24'36"W, 21.00 feet;
Thence N00°35'24"E, 12.00 feet;
Thence N89°24'36"W, 59.34 feet;
Thence N42°35'40"W, 165.26 feet;
Thence N89°24'36"W, 99.13 feet;
Thence S45°35'24"W, 39.56 feet;
Thence N49°51'59"W, 20.09 feet back across the easement to the exterior;
Thence N45°35'24"E, 63.19 feet;
Thence S89°24'36"E, 98.24 feet;
Thence N00°35'24"E, 15.00 feet;
Thence S89°24'36"E, 22.00 feet;
Thence S00°35'24"W, 15.00 feet;
Thence S38°52'57"E, 44.05 feet across the easement to the interior;
Thence S00°35'24"W, 16.97 feet;
Thence S42°35'40"E, 107.02 feet;
Thence S89°24'36"E, 202.88 feet;
Thence N00°35'24"E, 11.00 feet;
Thence S89°24'36"E, 20.00 feet;
Thence S00°35'24"W, 11.00 feet;
Thence S89°24'36"E, 229.78 feet;
Thence N00°35'24"E, 81.00 feet;
Thence N89°24'36"W, 23.00 feet;
Thence N00°35'24"E, 14.00 feet;
Thence N89°24'36"W, 502.90 feet;



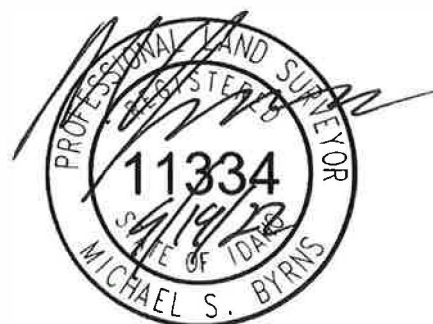


IDAHO
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GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Thence N38°52'57"W, 44.05 feet back across the easement to the exterior;
Thence S89°24'36"E, 176.00 feet;
Thence N00°35'24"E, 151.46 feet;
Thence N89°24'36"W, 35.00 feet;
Thence N00°35'24"E, 23.24 feet;
Thence N52°19'12"E, 38.21 feet;
Thence N00°35'24"E, 132.98 feet;
Thence 15.93 feet on a curve to the left, having a radius of 35.00 feet, a central angle of 26°04'21", a chord bearing of N12°26'46"W, and a chord length of 15.79 feet to the south right-of-way line of W. Franklin Rd.;
Thence S89°15'23"E, 51.24 feet on a non-tangent line along the south right-of-way line of W. Franklin Rd.;
Thence 16.20 feet on a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 26°30'44", a chord bearing of S13°50'46"W, and a chord length of 16.05 feet;
Thence S00°35'24"W, 150.51 feet;
Thence S10°22'21"W, 29.43 feet across the easement to the interior;
Thence S00°35'24"W, 142.46 feet;
Thence S89°24'36"E, 34.00 feet;
Thence S00°35'24"W, 9.00 feet;
Thence S89°24'36"E, 408.60 feet;
Thence N00°35'24"E, 151.46 feet;
Thence N89°24'36"W, 76.00 feet;
Thence S00°35'24"W, 5.00 feet;
Thence N89°24'36"W, 21.00 feet;
Thence N00°35'24"E, 15.00 feet;
Thence N89°24'36"W, 192.31 feet;
Thence S00°35'24"W, 30.00 feet;
Thence N89°24'36"W, 21.00 feet;





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Thence N00°35'24"E, 16.00 feet;
Thence N89°24'36"W, 43.00 feet;
Thence N00°35'24"E, 4.00 feet;
Thence N89°24'36"W, 89.30 feet;
Thence N10°22'21"E, 29.43 feet back across the easement to the exterior;
Thence S89°24'36"E, 117.48 feet;
Thence N00°35'24"E, 23.00 feet;
Thence S89°24'36"E, 38.00 feet;
Thence S00°35'24"W, 20.00 feet;
Thence S89°24'36"E, 223.13 feet;
Thence N00°35'24"E, 20.00 feet;
Thence S89°24'36"E, 54.00 feet;
Thence N00°35'24"E, 107.61 feet;
Thence 29.20 feet on a curve to the left, having a radius of 35.00 feet, a central angle of 47°47'47", a chord bearing of N23°18'30"W, and a chord length of 28.36 feet to the south right-of-way line of W. Franklin Rd.;
Thence S87°59'00"E, 20.74 feet on a non-tangent line along the south right-of-way line of W. Franklin Rd.;
Thence S89°15'23"E, 37.07 feet along the south right-of-way line of W. Franklin Rd.;
Thence N63°36'49"E, 2.08 feet along the south right-of-way line of W. Franklin Rd.;
Thence 17.27 feet on a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 28°16'23", a chord bearing of S14°43'35"W, and a chord length of 17.10 feet;
Thence S00°35'24"W, 138.29 feet;
Thence S89°24'36"E, 28.00 feet;
Thence S00°35'24"W, 48.00 feet;
Thence N89°24'36"W, 33.00 feet;
Thence S00°35'24"W, 134.46 feet;





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Thence S89°24'36"E, 165.20 feet;

Thence N00°35'24"E, 38.00 feet;

Thence S89°24'36"E, 27.00 feet;

Thence S00°35'24"W, 38.00 feet;

Thence S89°24'36"E, 141.63 feet;

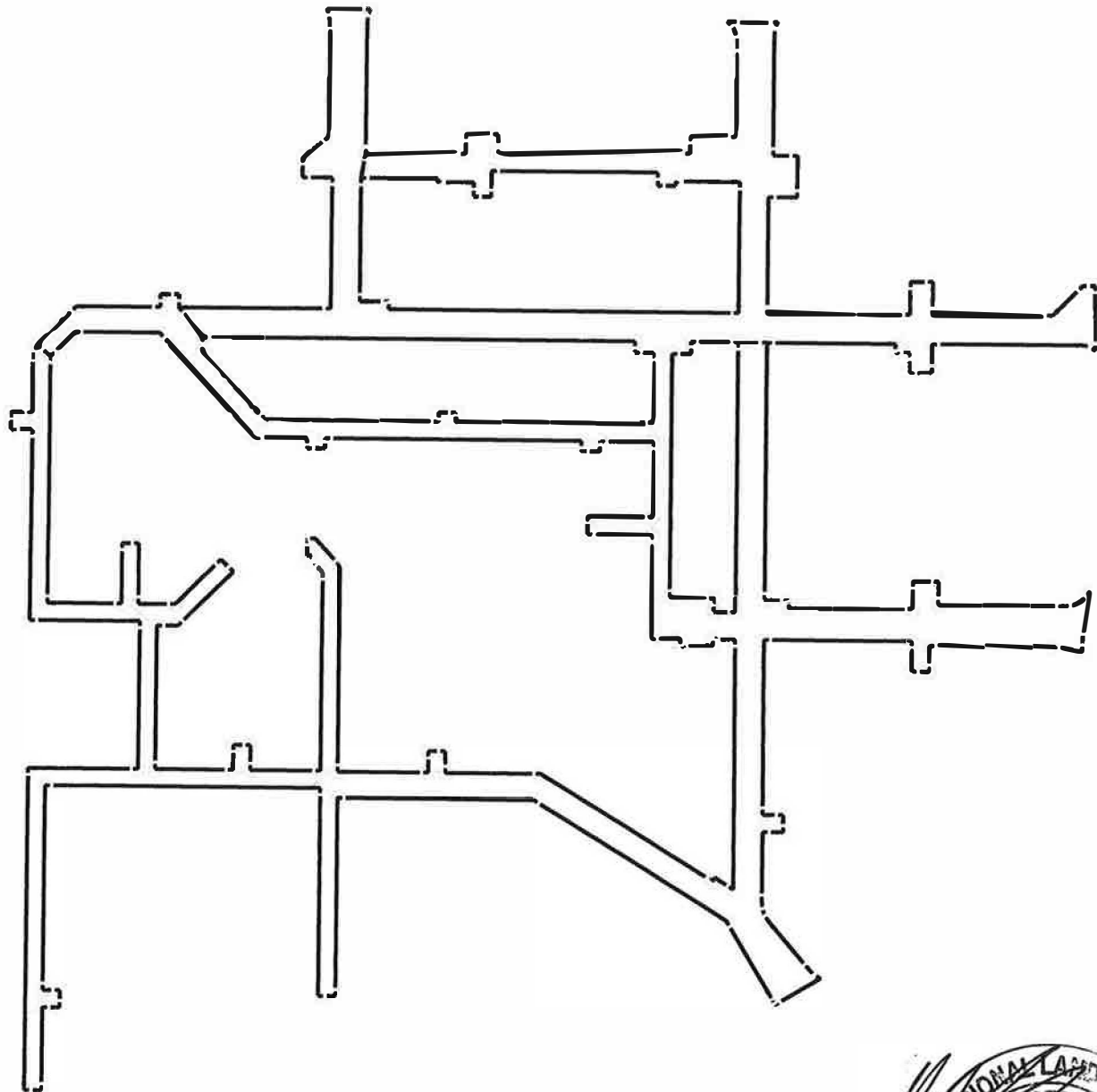
Thence N45°35'24"E, 49.60 feet;

Thence N89°48'22"E, 14.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 5.03 acres, more or less.



Exhibit B



Outer Banks Utility Easement Closure

5/19/2022

Scale: 1 inch= 200 feet

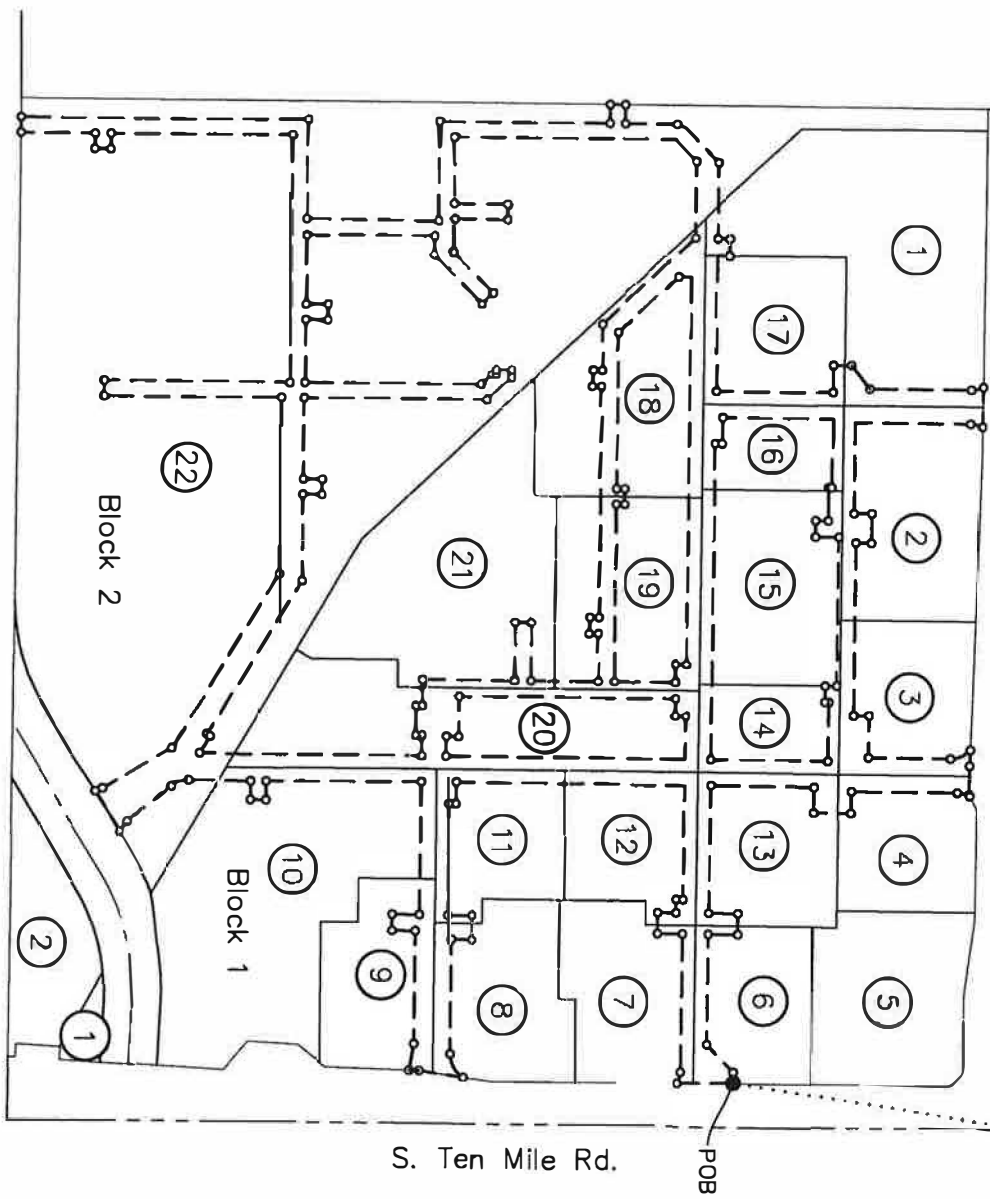
File:

Tract 1: 5.0251 Acres (218893 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=15312 ft.

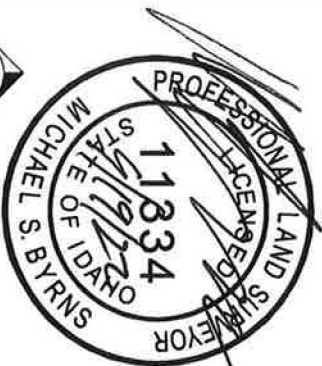
S.10 1/4
S.15

Basis of Bearings
S89°15'23"E 2640.72'

S.10 S.11
S.15 S.14



Baraya Apartments Subdivision



Scale: 1" = 250'



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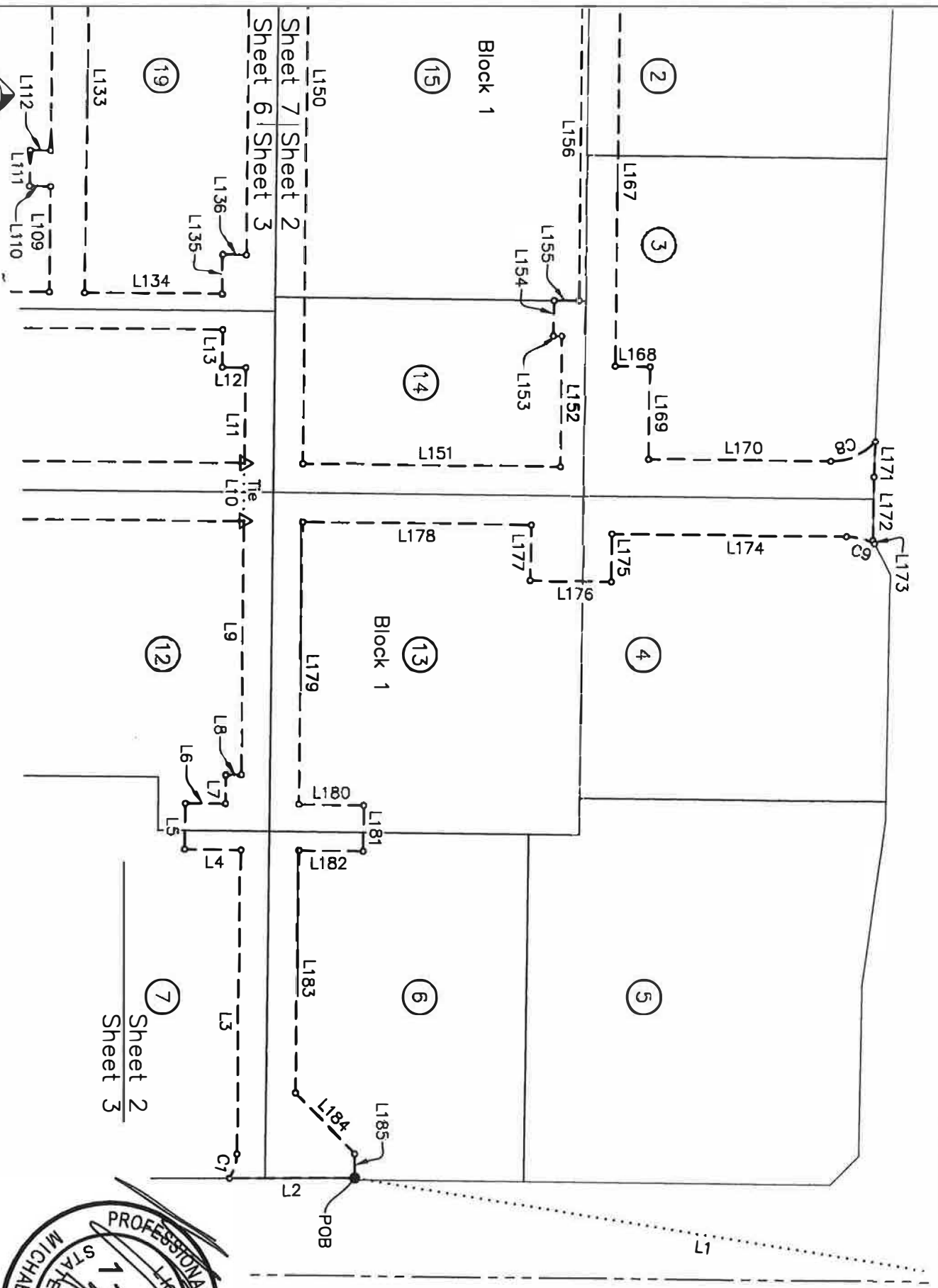
Exhibit _____ Drawing for
Outer Banks Subdivision
Utility Easement

Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-574

Sheet No.
1 of 10

Dwg. Date
5/19/2022



S. Ten Mile Rd.



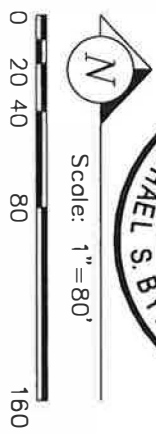
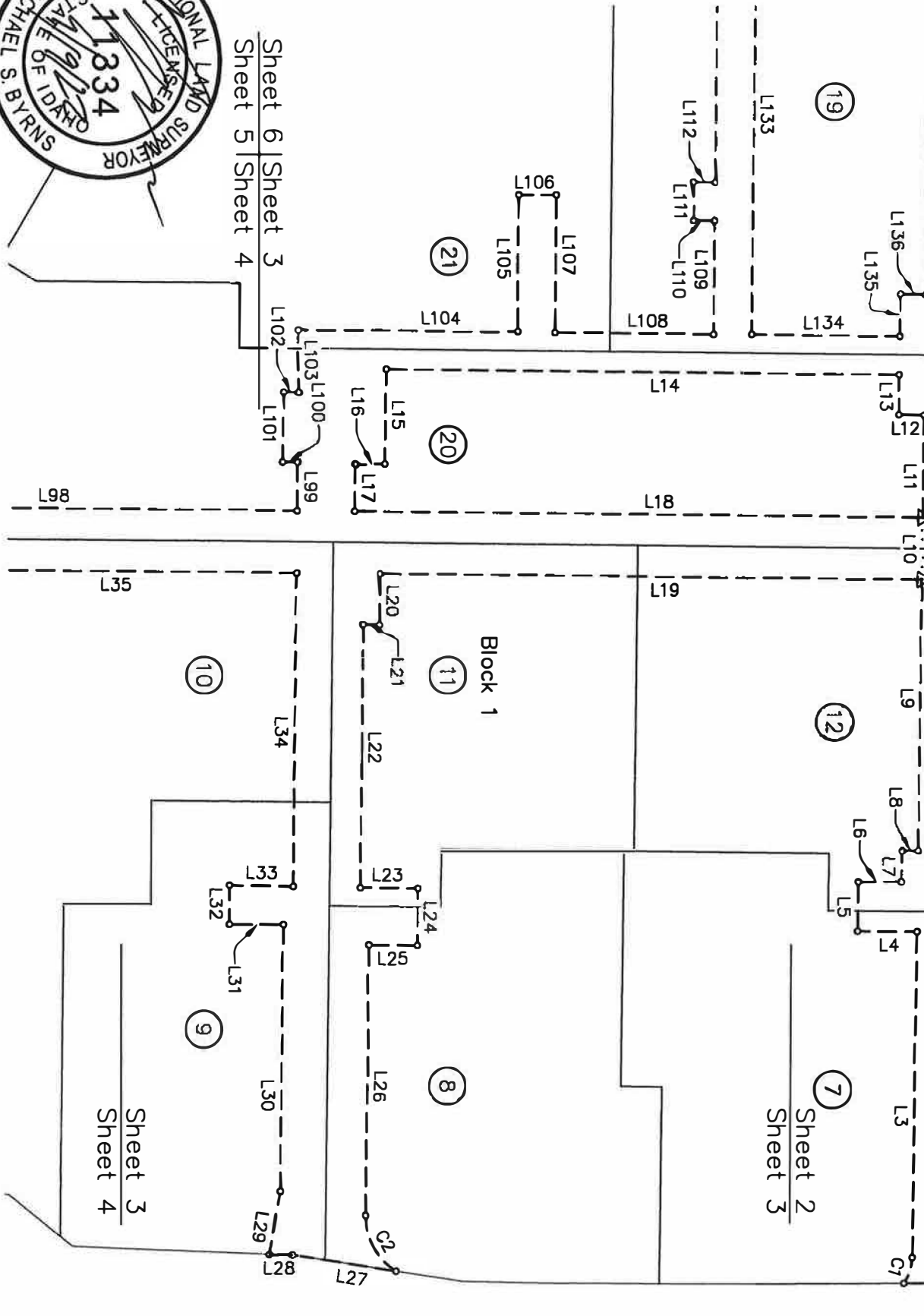
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IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-6970

Exhibit _____ Drawing for Outer Banks Subdivision Utility Easement		Job No. 21-574
Situated in the NE1/4 of the NE1/4 of Section 15, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.		Sheet No. 2 of 10
		Dwg. Date 5/19/2022

Sheet 7 | Sheet 2
Sheet 6 | Sheet 3



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IDAHO SURVEY GROUP, LLC

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BOISE, IDAHO 83704
(208) 846-6570

Exhibit Drawing for
**Outer Banks Subdivision
Utility Easement**

Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ado County, Idaho.

Job No.
21-574

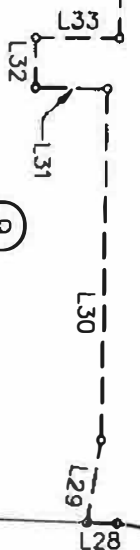
Sheet No.
30110

Dwg. Date
5/19/2022

Sheet 6 | Sheet 3
Sheet 5 | Sheet 4



Sheet 3
Sheet 4

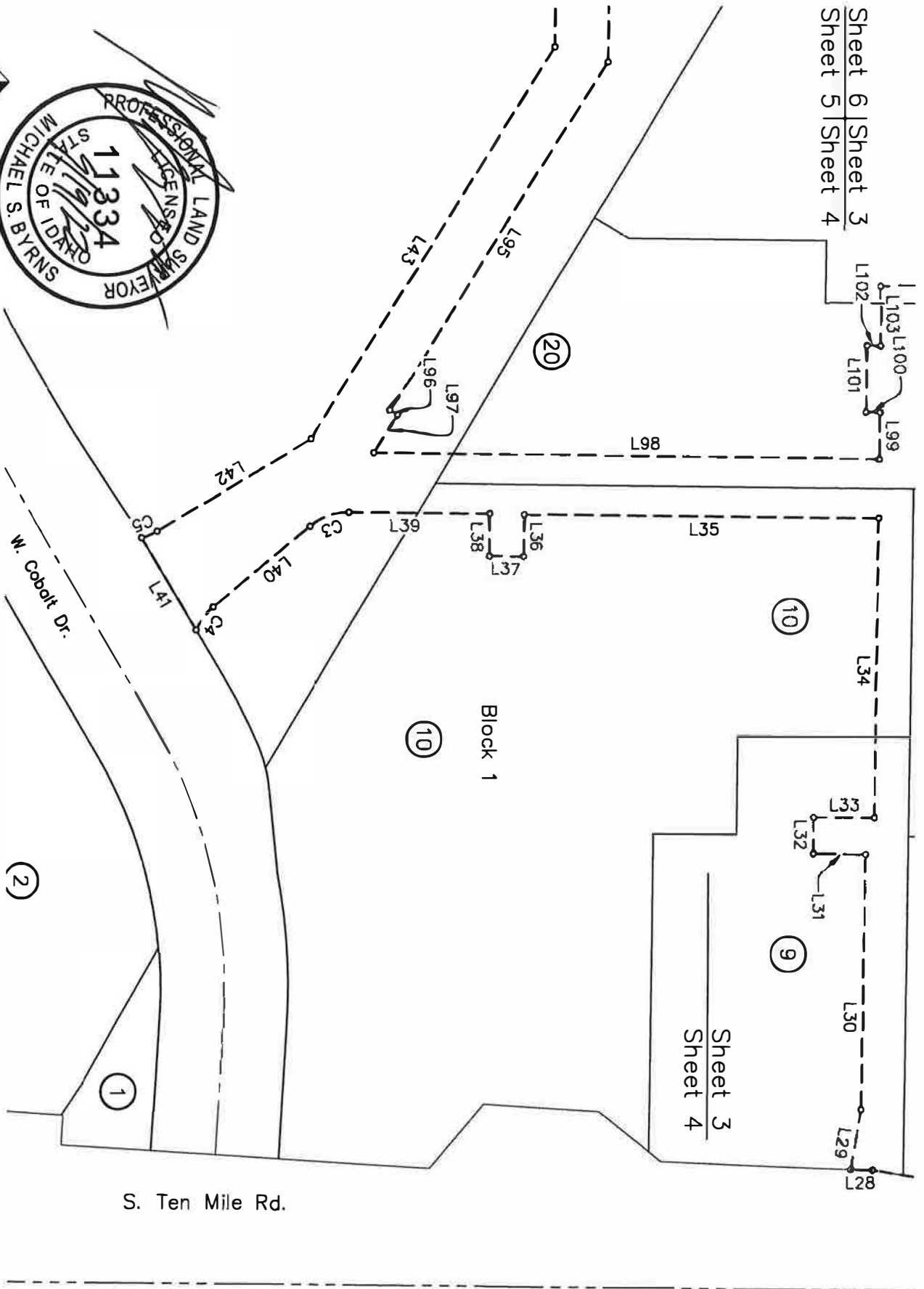


Block 1

(10)

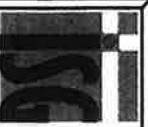
(10)

(20)



Scale: 1" = 80'

0 20 40 80 160



**IDAHO
SURVEY
GROUP, LLC**

9855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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Exhibit _____ Drawing for
**Outer Banks Subdivision
Utility Easement**

Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

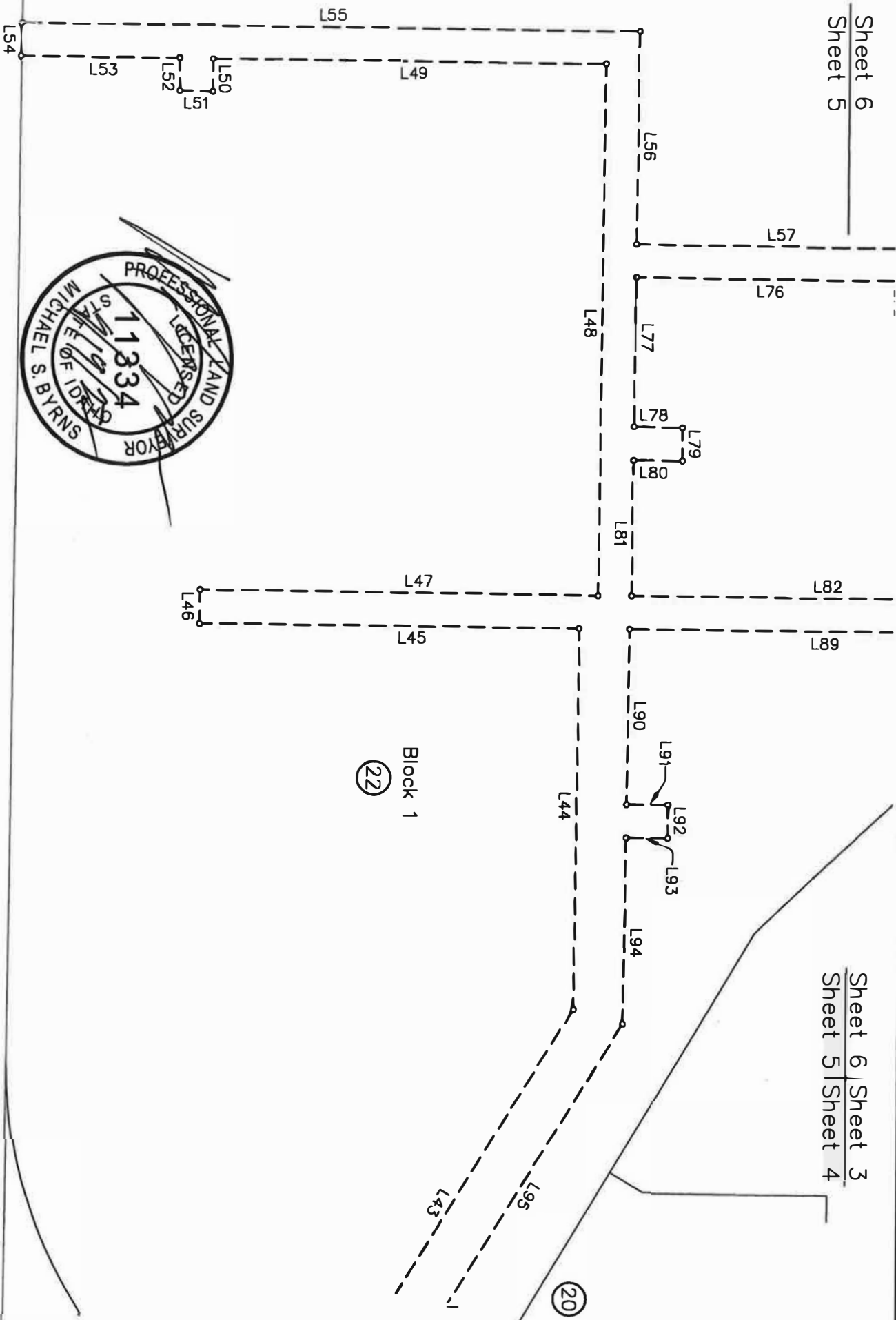
Job No.
21-574

Sheet No.
4010

Dwg. Date
5/19/2022

Sheet 6
Sheet 5

Sheet 6
Sheet 5
Sheet 4



Scale: 1"=80'

0 20 40 80 160

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GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-4570

Exhibit _____ Drawing for
Outer Banks Subdivision
Utility Easement

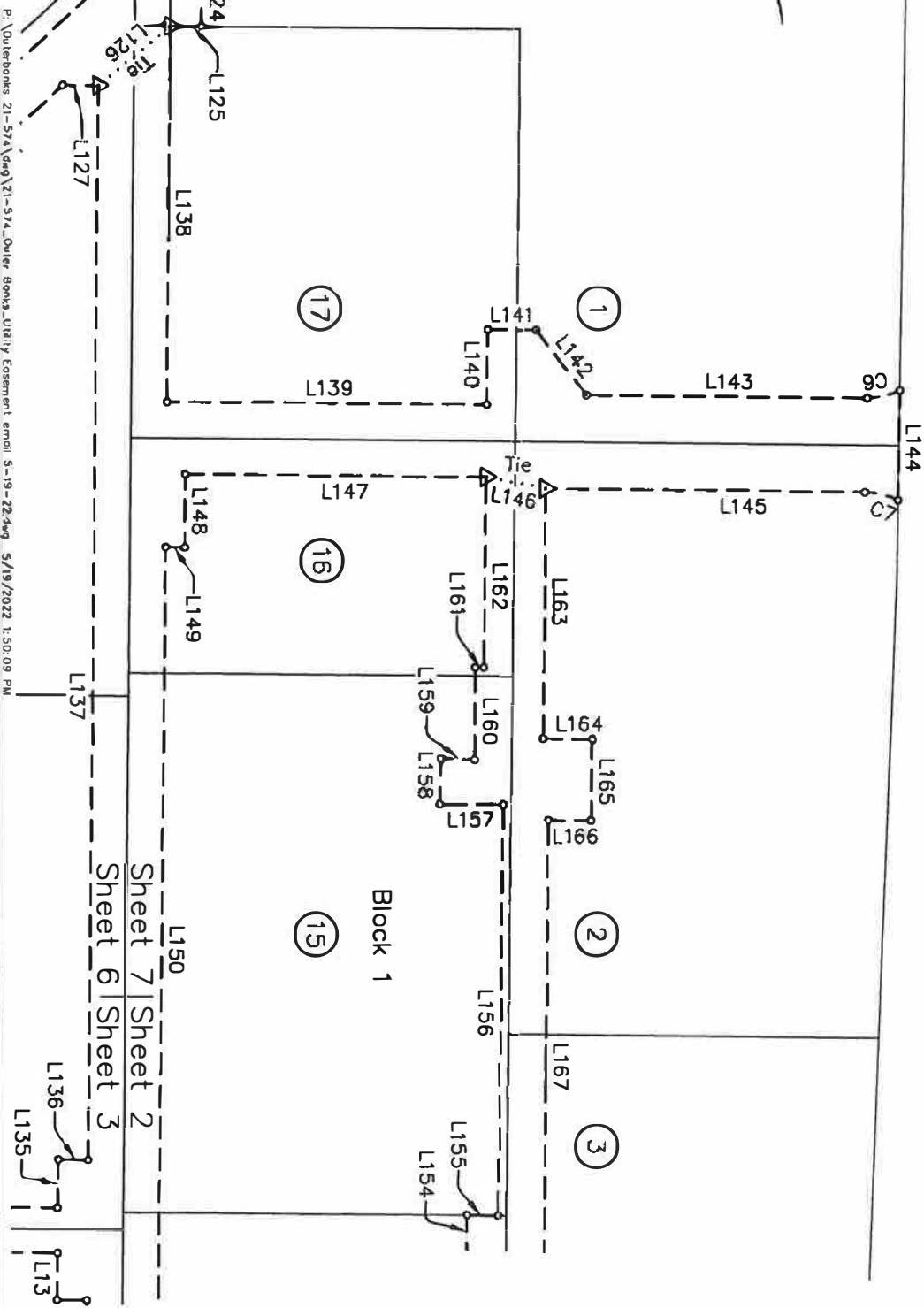
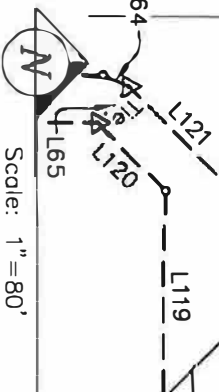
Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-574

Sheet No.
5 of 10

Dwg. Date
5/19/2022

Basis of Bearings
S89°15'23"E 2640.72'



IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 646-6570

Exhibit <u> </u> Drawing for		Job No.
Outer Banks Subdivision		21-574
Utility Easement		Sheet No.
Situating in the NE 1/4 of the NE 1/4 of Section 15,		7 of 10
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.		Dwg. Date
		5/19/2022

Line Table		
Line	Bearing	Length
L1	S09°03'52"W	386.23'
L2	S00°11'38"E	73.72'
L3	N89°24'36"W	177.48'
L4	S00°35'24"W	33.00'
L5	N89°24'36"W	27.00'
L6	N00°35'24"E	24.00'
L7	N89°24'36"W	17.00'
L8	N00°35'24"E	9.00'
L9	N89°24'36"W	148.20'
L10	N89°24'36"W	34.00'
L11	N89°24'36"W	55.70'
L12	S00°35'24"W	14.00'
L13	N89°24'36"W	22.00'
L14	S00°35'24"W	282.46'
L15	S89°24'36"E	52.00'
L16	S00°35'24"W	16.00'
L17	S89°24'36"E	25.70'
L18	N00°35'24"E	312.46'
L19	S00°35'24"W	298.46'
L20	S89°24'36"E	28.00'

Line Table		
Line	Bearing	Length
L21	S00°35'24"W	9.00'
L22	S89°24'36"E	143.52'
L23	N00°35'24"E	32.00'
L24	S89°24'36"E	31.00'
L25	S00°35'24"W	27.00'
L26	S89°24'36"E	147.31'
L27	S08°39'52"W	57.74'
L28	S01°54'50"W	12.60'
L29	N80°22'42"W	34.71'
L30	N89°24'36"W	145.35'
L31	S00°35'24"W	30.00'
L32	N89°24'36"W	21.00'
L33	N00°35'24"E	35.00'
L34	N89°24'36"W	171.00'
L35	S00°35'24"W	202.82'
L36	S89°24'36"E	24.00'
L37	S00°35'24"W	20.00'
L38	N89°24'36"W	24.00'
L39	S00°35'24"W	80.70'
L40	S39°28'18"E	72.72'

Line Table		
Line	Bearing	Length
L41	S59°25'10"W	61.15'
L42	N30°43'26"W	103.22'
L43	N58°00'44"W	264.33'
L44	N89°24'36"W	228.91'
L45	S00°35'24"W	229.62'
L46	N89°24'36"W	20.00'
L47	N00°35'24"E	240.62'
L48	N89°24'36"W	319.83'
L49	S00°35'24"W	236.67'
L50	S89°24'36"E	19.93'
L51	S00°35'24"W	20.00'
L52	N89°24'36"W	19.93'
L53	S00°35'24"W	95.87'
L54	N89°15'02"W	20.00'
L55	N00°35'24"E	372.48'
L56	S89°24'36"E	128.56'
L57	N00°35'24"E	170.99'
L58	N89°24'36"W	128.56'
L59	N00°35'24"E	221.22'
L60	N89°24'36"W	24.50'

Line Table		
Line	Bearing	Length
L61	N00°35'22"E	20.00'
L62	S89°24'36"E	24.50'
L63	N00°35'24"E	67.98'
L64	N23°07'42"E	11.76'
L65	S49°51'59"E	20.09'
L66	S00°35'24"W	287.27'
L67	S89°24'36"E	86.59'
L68	N00°35'24"E	70.00'
L69	S89°24'36"E	20.00'
L70	S00°35'24"W	70.00'
L71	S89°24'36"E	42.86'
L72	N45°35'23"E	73.74'
L73	S44°24'37"E	20.00'
L74	S45°35'23"W	89.14'
L75	N89°24'36"W	24.14'
L76	S00°35'24"W	165.96'
L77	S89°24'36"E	89.56'
L78	N00°35'24"E	29.00'
L79	S89°24'36"E	20.00'
L80	S00°35'24"W	29.00'



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9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-6570

Exhibit _____ Drawing for
**Outer Banks Subdivision
Utility Easement**

Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-574

Sheet No.
8 of 10

Dwg. Date
5/19/2022

Line Table		
Line	Bearing	Length
L81	S89°24'36"E	81.71'
L82	N00°35'24"E	229.08'
L83	N41°49'37"W	18.93'
L84	N00°35'24"E	5.64'
L85	N89°24'36"W	5.74'
L86	N00°35'24"E	20.00'
L87	S89°24'36"E	9.41'
L88	S41°49'37"E	43.14'
L89	S00°35'24"W	237.84'
L90	S89°24'36"E	105.50'
L91	N00°35'24"E	25.00'
L92	S89°24'36"E	20.00'
L93	S00°35'24"W	25.00'
L94	S89°24'36"E	111.84'
L95	S58°00'44"E	234.72'
L96	N31°42'52"E	5.00'
L97	S58°00'44"E	25.68'
L98	N00°35'24"E	289.66'
L99	N89°24'36"W	26.70'
L100	S00°35'24"W	8.00'

Line Table		
Line	Bearing	Length
L101	N89°24'36"W	38.00'
L102	N00°35'24"E	8.00'
L103	N89°24'36"W	34.00'
L104	N00°35'24"E	120.26'
L105	N89°24'36"W	75.00'
L106	N00°35'24"E	21.00'
L107	S89°24'36"E	75.00'
L108	N00°35'24"E	87.20'
L109	N89°24'36"W	62.00'
L110	S00°35'24"W	12.00'
L111	N89°24'36"W	21.00'
L112	N00°35'24"E	12.00'
L113	N89°24'37"W	299.78'
L114	S00°35'24"W	12.00'
L115	N89°24'36"W	21.00'
L116	N00°35'24"E	12.00'
L117	N89°24'36"W	59.34'
L118	N42°35'40"W	165.26'
L119	N89°24'36"W	99.13'
L120	S45°35'24"W	39.56'

Line Table		
Line	Bearing	Length
L121	N45°35'24"E	63.19'
L122	S89°24'36"E	98.24'
L123	N00°35'24"E	15.00'
L124	S89°24'36"E	22.00'
L125	S00°35'24"W	15.00'
L126	S38°52'57"E	44.05'
L127	S00°35'24"W	16.97'
L128	S42°35'40"E	107.02'
L129	S89°24'36"E	202.88'
L130	N00°35'24"E	11.00'
L131	S89°24'36"E	20.00'
L132	S00°35'24"W	11.00'
L133	S89°24'36"E	229.78'
L134	N00°35'24"E	81.00'
L135	N89°24'36"W	23.00'
L136	N00°35'24"E	14.00'
L137	N89°24'36"W	502.90'
L138	S89°24'36"E	176.00'
L139	N00°35'24"E	151.46'
L140	N89°24'36"W	35.00'

Line Table		
Line	Bearing	Length
L141	N00°35'24"E	23.24'
L142	N52°19'12"E	38.21'
L143	N00°35'24"E	132.98'
L144	S89°15'23"E	51.24'
L145	S00°35'24"W	150.51'
L146	S10°22'21"W	29.43'
L147	S00°35'24"W	142.46'
L148	S89°24'36"E	34.00'
L149	S00°35'24"W	9.00'
L150	S89°24'36"E	408.60'
L151	N00°35'24"E	151.46'
L152	N89°24'36"W	76.00'
L153	S00°35'24"W	5.00'
L154	N89°24'36"W	21.00'
L155	N00°35'24"E	15.00'
L156	N89°24'36"W	192.31'
L157	S00°35'24"W	30.00'
L158	N89°24'36"W	21.00'
L159	N00°35'24"E	16.00'
L160	N89°24'36"W	43.00'



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IDAHO SURVEY GROUP, LLC

9935 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-6570

Exhibit _____ Drawing for
**Outer Banks Subdivision
Utility Easement**

Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-574

Sheet No.
90110

Dwg. Date
5/19/2022

Line Table		
Line	Bearing	Length
L161	N00°35'24"E	4.00'
L162	N89°24'36"W	89.30'
L163	S89°24'36"E	117.48'
L164	N00°35'24"E	23.00'
L165	S89°24'36"E	38.00'
L166	S00°35'24"W	20.00'
L167	S89°24'36"E	223.13'
L168	N00°35'24"E	20.00'
L169	S89°24'36"E	54.00'
L170	N00°35'24"E	107.61'
L171	S87°59'00"E	20.74'
L172	S89°15'23"E	37.07'
L173	N63°36'49"E	2.08'
L174	S00°35'24"W	138.29'
L175	S89°24'36"E	28.00'
L176	S00°35'24"W	48.00'
L177	N89°24'36"W	33.00'
L178	S00°35'24"W	134.46'
L179	S89°24'36"E	165.20'
L180	N00°35'24"E	38.00'

Line Table		
Line	Bearing	Length
L181	S89°24'36"E	27.00'
L182	S00°35'24"W	38.00'
L183	S89°24'36"E	141.63'
L184	N45°35'24"E	49.60'
L185	N89°48'22"E	14.00'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	15.14'	25.00'	34°42'31"	N72°03'20"W	14.91'
C2	36.44'	35.00'	59°39'20"	N60°45'44"E	34.82'
C3	24.47'	35.00'	40°03'41"	S19°26'26"E	23.98'
C4	16.47'	35.00'	26°57'36"	S52°57'14"E	16.32'
C5	9.71'	35.00'	15°53'34"	N22°46'39"W	9.68'
C6	15.93'	35.00'	26°04'21"	N12°26'46"W	15.79'
C7	16.20'	35.00'	26°30'44"	S13°50'46"W	16.05'
C8	29.20'	35.00'	47°47'47"	N23°18'30"W	28.36'
C9	17.27'	35.00'	28°16'23"	S14°43'35"W	17.10'



P:\Outerbanks 21-574\dwg\21-574_Outer Banks_Utility Easement.dwg 5/19/2022 1:50:24 PM



**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-6570

Exhibit _____ Drawing for
**Outer Banks Subdivision
Utility Easement**

Situated in the NE1/4 of the NE1/4 of Section 15,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-574

Sheet No.
100 of 10

Dwg. Date
5/19/2022



AGENDA ITEM

ITEM **TOPIC:** Prescott Ridge Subdivision No. 1 Sanitary Sewer and Water Main Easement
No. 3

Project Name (Subdivision):

Prescott Ridge Subdivision No. 1

Sanitary Sewer & Water Main Easement Number:

3

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

SANITARY SEWER AND WATER MAIN EASEMENT

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

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

Robert E. Simison, Mayor

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

(stamp)

My Commission Expires: _____

August 24, 2022
Project No. 21-099
Prescott Ridge Subdivision No. 1
City of Meridian Sewer and Water Easement (N. Rustic Oak Way-Providence Properties)
Legal Description

Exhibit A

Parcels of land for a sewer and water easement being situated in a portion of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 all in Section 28, Township 4 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 North 1/4 corner of said Section 28, which bears N00°43'55"E a distance of 2,635.29 feet from an iron pipe marking the center of said Section 28, thence following the westerly line of the Northeast 1/4 of said Section 28, S00°43'55"W a distance of 890.42 feet to a point hereinafter referred to as Point "A";
Thence leaving said westerly line, S89°25'35"E a distance of 63.27 feet to **POINT OF BEGINNING 1.**

Thence S89°25'35"E a distance of 15.00 feet;
Thence S00°34'25"W a distance of 28.00 feet;
Thence N89°25'35"W a distance of 15.00 feet to the proposed easterly right-of-way line of N. Rustic Oak Way;
Thence following said proposed easterly right-of-way line, N00°34'29"E a distance of 28.00 feet to **POINT OF BEGINNING 1.**

Said description contains 420 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence following the westerly line of the Northeast 1/4 of said Section 28, S00°43'55"W a distance of 230.76 feet to a point hereinafter referred to as Point "B";
Thence leaving said westerly line, S89°16'05"E a distance of 76.39 feet to **POINT OF BEGINNING 2.**

Thence S89°25'31"E a distance of 15.00 feet;
Thence S00°34'29"W a distance of 47.00 feet;
Thence N89°25'31"W a distance of 15.00 feet to the proposed easterly right-of-way line of N. Rustic Oak Way;
Thence following said proposed easterly right-of-way line, N00°34'29"E a distance of 47.00 feet to **POINT OF BEGINNING 2.**

Said description contains 705 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S72°10'28"W a distance of 27.50 feet to a point on the proposed westerly right-of-way line of N. Rustic Oak Way and being **POINT OF BEGINNING 3.**

Thence following said proposed westerly right-of-way line, S00°34'29"W a distance of 30.04 feet;

Thence leaving said proposed westerly right-of-way line, N89°25'31"W a distance of 16.00 feet;

Thence N00°34'29"E a distance of 30.04 feet;

Thence S89°25'31"E a distance of 16.00 feet to **POINT OF BEGINNING 3.**

Said description contains 481 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence following the westerly line of the Northeast 1/4 of said Section 28, S00°43'55"W a distance of 331.31 feet to a point hereinafter referred to as Point "C";

Thence leaving said westerly line, N89°16'05"W a distance of 85.51 feet to a point on the proposed westerly right-of-way line of N. Rustic Oak Way and being **POINT OF BEGINNING 4.**

Thence following said proposed westerly right-of-way line, S34°00'44"W a distance of 47.02 feet;

Thence leaving said proposed westerly right-of-way line, N57°49'22"W a distance of 16.00 feet;

Thence N32°10'38"E a distance of 47.00 feet;

Thence S57°49'22"E a distance of 17.51 feet to **POINT OF BEGINNING 4.**

Said description contains 787 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "C", thence following the westerly line of the Northeast 1/4 of said Section 28, S00°43'55"W a distance of 713.19 feet to a point hereinafter referred to as Point "D";

Thence leaving said westerly line, N89°16'05"W a distance of 1,743.08 feet to **POINT OF BEGINNING 5.**

Thence S11°51'44"W a distance of 47.00 feet;

Thence N78°08'16"W a distance of 15.00 feet to the proposed easterly right-of-way line of W. Parachute Dr.;

Thence following said easterly right-of-way line, N11°51'44"E a distance of 47.00 feet;

Thence leaving said proposed easterly right-of-way line, S78°08'16"E a distance of 15.00 feet to **POINT OF BEGINNING 5.**

Said description contains 705 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "D", thence following the westerly line of the Northeast 1/4 of said Section 28, S00°43'55"W a distance of 230.98 feet;
Thence leaving said westerly line, N89°16'05"W a distance of 868.47 feet to **POINT OF BEGINNING 6**.

Thence S00°34'29"W a distance of 20.00 feet to the proposed northerly right-of-way line of N. Jumplist Pl.;

Thence following said northerly right-of-way line, N89°25'31"W a distance of 47.00 feet;

Thence leaving said proposed northerly right-of-way line, N00°34'29"E a distance of 20.00 feet;

Thence S89°25'31"E a distance of 47.00 feet to **POINT OF BEGINNING 6**.

Said description contains 940 square feet, more or less.

Said descriptions contain a total of 4,038 square feet, more or less, and subject to any existing easements and/or rights-of-way of record or implied.

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



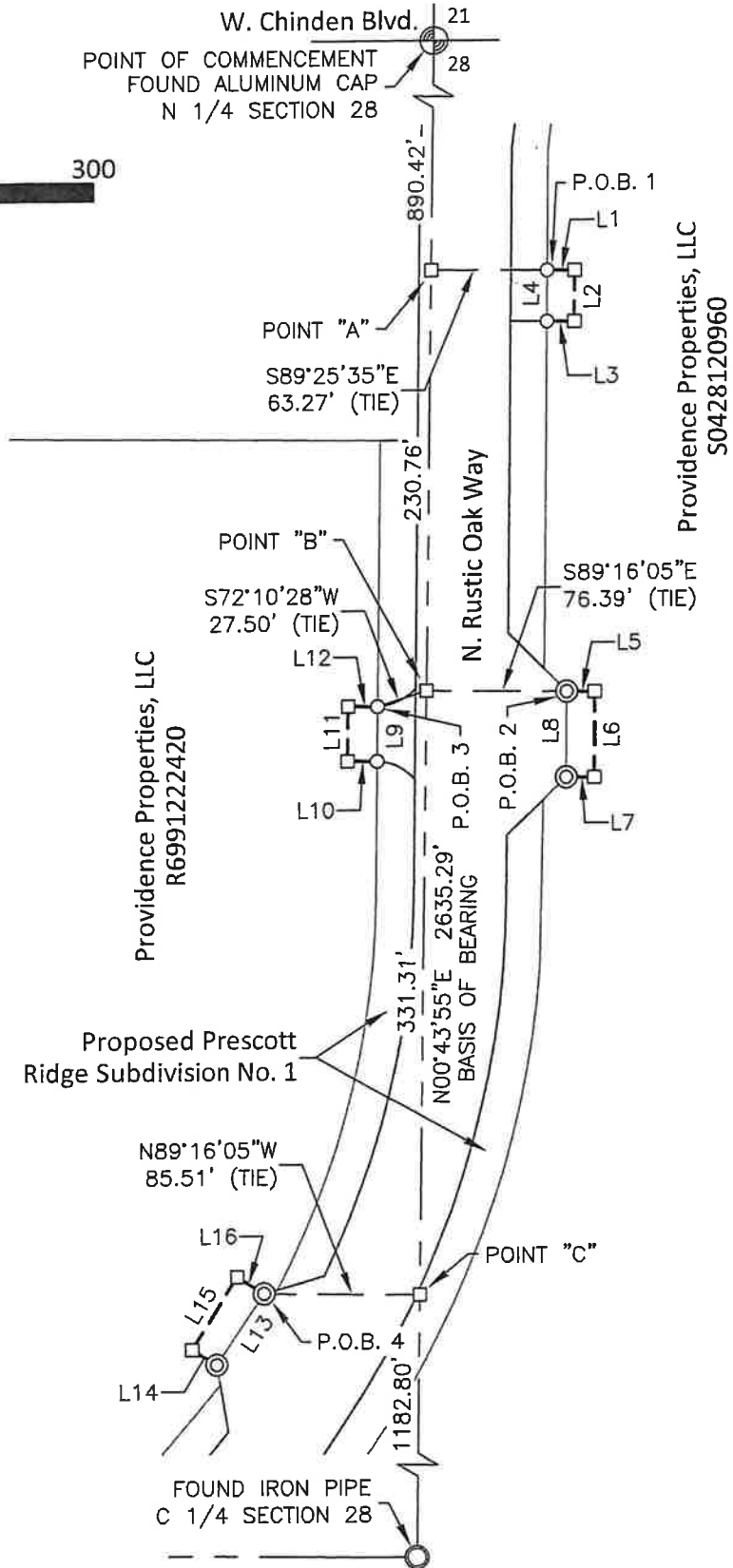
P:\21-099\CAD\SURVEY\EXHIBITS\21-099 MERIDIAN WATER AND SEWER EASEMENT 220823.DWG, AARON BALLARD, 8/24/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO907, --



0 100 200 300

Plan Scale: 1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°25'35"E	15.00
L2	S0°34'25"W	28.00
L3	N89°25'35"W	15.00
L4	N0°34'29"E	28.00
L5	S89°25'31"E	15.00
L6	S0°34'29"W	47.00
L7	N89°25'31"W	15.00
L8	N0°34'29"E	47.00
L9	S0°34'29"W	30.04
L10	N89°25'31"W	16.00
L11	N0°34'29"E	30.04
L12	S89°25'31"E	16.00
L13	S34°00'44"W	47.02
L14	N57°49'22"W	16.00
L15	N32°10'38"E	47.00
L16	S57°49'22"E	17.51



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

DATE: August 2022
PROJECT: 21-099

SHEET:
1 OF 2

Exhibit B - City of Meridian Water and Sewer Easement Prescott Ridge Subdivision No. 1

Situated in the Northwest 1/4 and the West 1/2 of the Northeast 1/4
of Section 28, T4N, R1W, B.M., City of Meridian, Ada County, Idaho



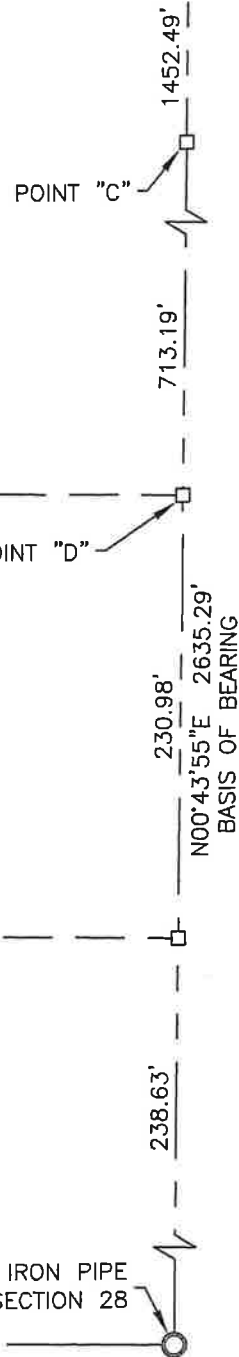
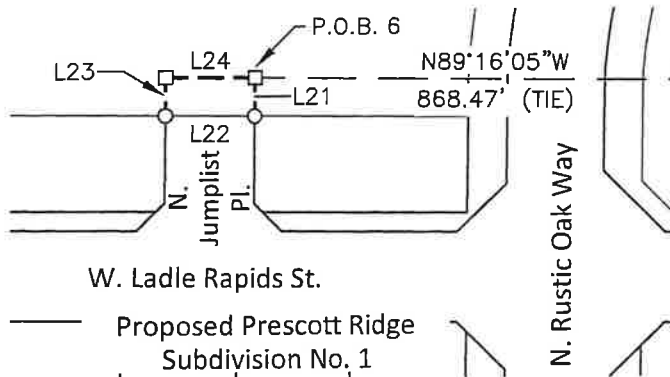
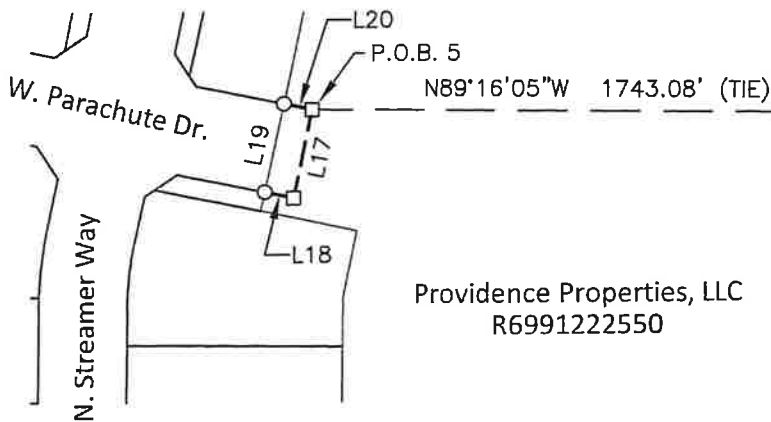
0 100 200 300

Plan Scale: 1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	S11°51'44"W	47.00
L18	N78°08'16"W	15.00
L19	N11°51'44"E	47.00
L20	S78°08'16"E	15.00

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S0°34'29"W	20.00
L22	N89°25'31"W	47.00
L23	N0°34'29"E	20.00
L24	S89°25'31"E	47.00

W. Chinden Blvd. 21
POINT OF COMMENCEMENT
FOUND ALUMINUM CAP
N 1/4 SECTION 28 28



FOUND IRON PIPE
C 1/4 SECTION 28

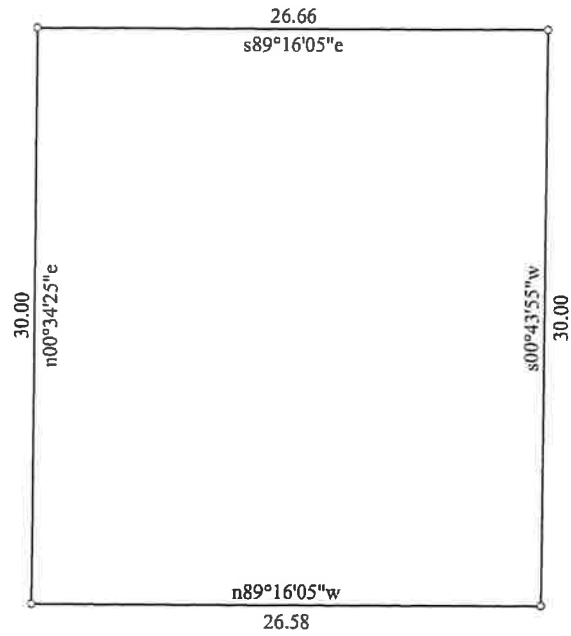
km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: August 2022
PROJECT: 21-099

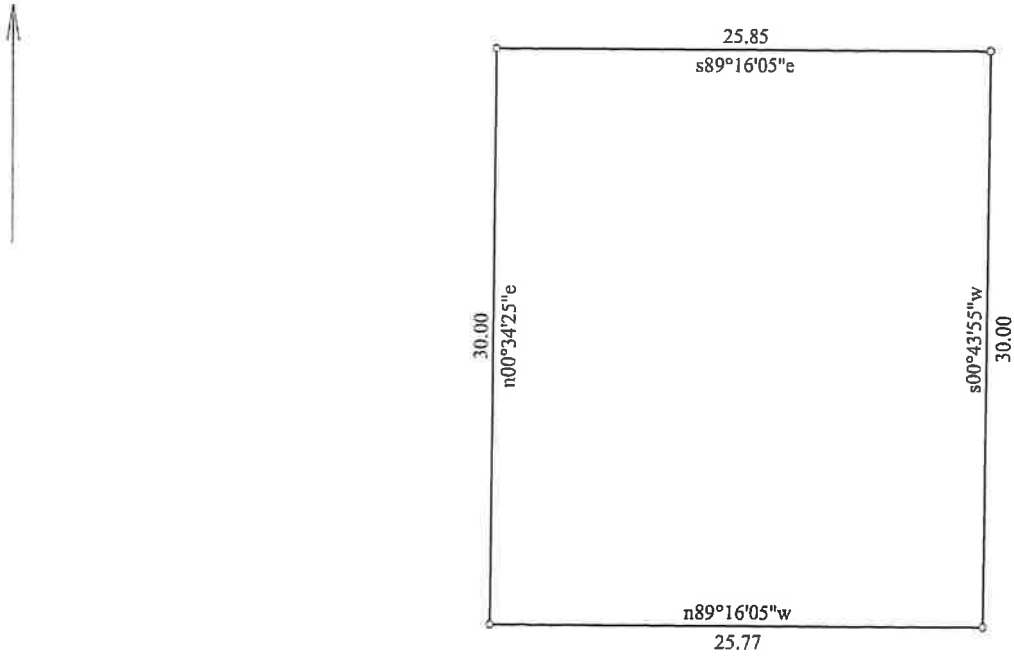
SHEET:
2 OF 2

Exhibit B - City of Meridian Water and Sewer Easement
Prescott Ridge Subdivision No. 1

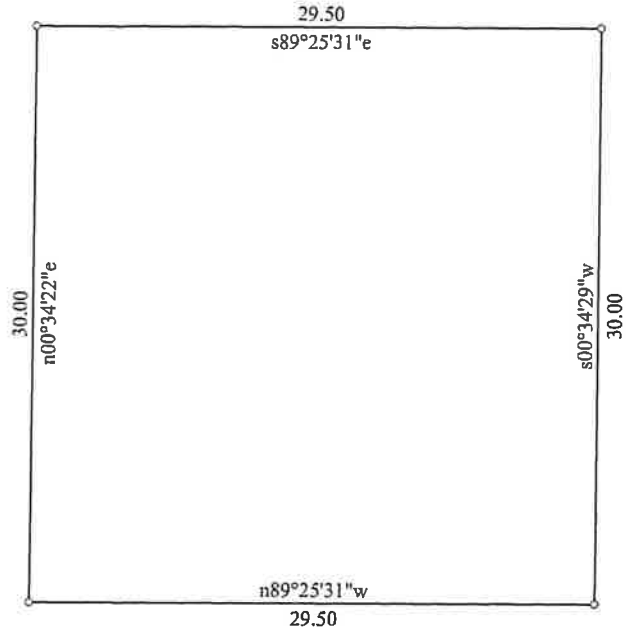
Situated in the Northwest 1/4 and the West 1/2 of the Northeast 1/4
of Section 28, T4N, R1W, B.M., City of Meridian, Ada County, Idaho



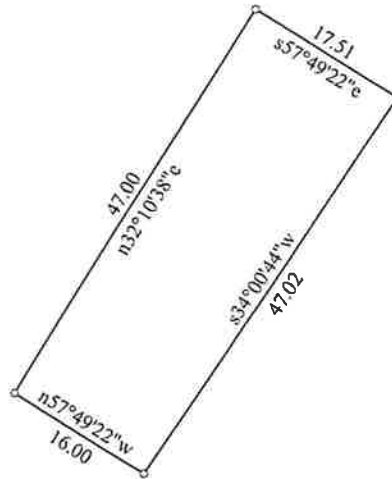
Title: P.O.B. 1		Date: 08-22-2022
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Tract 1: 0.018 Acres: 799 Sq Feet: Closure = n88.2820e 0.00 Feet: Precision =1/38977: Perimeter = 113 Feet		
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002=s00.4355w 30.00	004=n00.3425e 30.00	



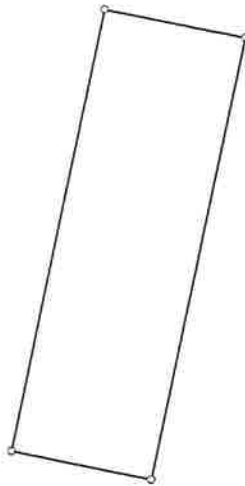
Title: P.O.B. 2		Date: 08-22-2022
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.018 Acres: 774 Sq Feet: Closure = n88.2820e 0.00 Feet: Precision =1/38420: Perimeter = 112 Feet		
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002=s00.4355w 30.00	004=n00.3425e 30.00	



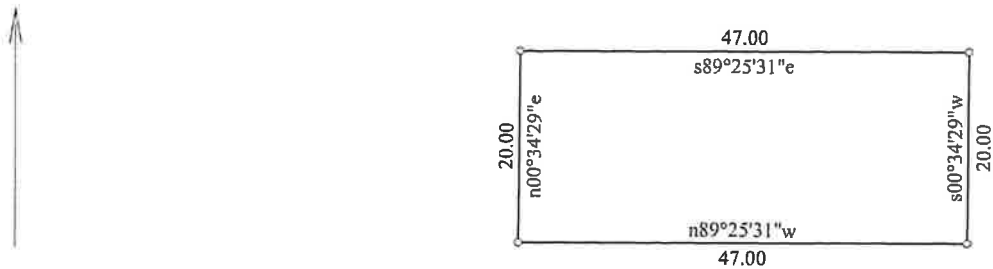
Title: P.O.B. 3		Date: 08-22-2022
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.020 Acres: 885 Sq Feet: Closure = s89.2534e 0.00 Feet: Precision =1/116883: Perimeter = 119 Feet		
001=s89.2531e 29.50	003=n89.2531w 29.50	
002=s00.3429w 30.00	004=n00.3422e 30.00	



Title: POB 4		Date: 08-23-2022
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.018 Acres: 787 Sq Feet: Closure = s78.5007w 0.01 Feet: Precision =1/21284: Perimeter = 128 Feet		
001=s34.0044w 47.02	003=n32.1038e 47.00	
002=n57.4922w 16.00	004=s57.4922e 17.51	



Title: P.O.B. 5		Date: 08-24-2022
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.016 Acres: 705 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 124 Feet		
001=s11.5144w 47.00	003=n11.5144e 47.00	
002=n78.0816w 15.00	004=s78.0816e 15.00	



Title: P.O.B. 6		Date: 08-24-2022
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.022 Acres: 940 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 134 Feet		
001=s00.3429w 20.00	003=n00.3429e 20.00	
002=n89.2531w 47.00	004=s89.2531e 47.00	



AGENDA ITEM

ITEM TOPIC: Quartet Southeast Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1

ESMT-2022-0219 Quartet Southeast Subdivision No.1
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 6th day of September 20 22 between Quenzer Farms LLLP, who took title as Quenzer Farms L.P., (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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

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

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

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

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTORS:

QUENZER FARMS LLLP,
an Idaho limited liability limited partnership

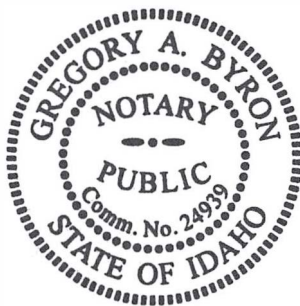
By: 
Dean Quenzer, General Partner

By: 
Marvin Quenzer, General Partner

STATE OF IDAHO)
 :SS.
County of Ada)

On this 12th day of August, 2022, before me, a Notary Public in and for said state, personally appeared Dean Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability limited partnership.

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

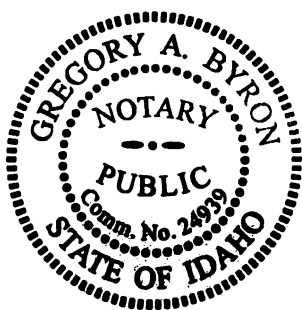



Notary Public for Idaho
My Commission Expires: 11-15-2025

STATE OF IDAHO)
 :SS.
County of Ada)

On this 12th August day of July, 2022, before me, a Notary Public in and for said state, personally appeared Marvin Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability limited partnership.

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





Notary Public for Idaho
My Commission Expires: 11-13-2025

GRANTEE: CITY OF MERIDIAN

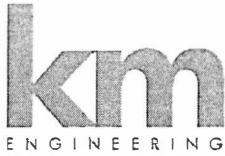
Robert E. Simison, Mayor 9-6-2022

Attest by Chris Johnson, City Clerk 9-6-2022

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

This record was acknowledged before me on 9-6-2022 (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: _____



June 23, 2022
Quartet Southeast Subdivision No. 1
Project No. 20-125
Legal Description
City of Meridian Water & Sewer Easement

Exhibit "A"

A parcel of land for an city of Meridian water and sewer easement situated in a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 4 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Southwest corner of Section 34, which bears S00°27'12"W a distance of 2,632.05 feet from a found aluminum cap marking the West 1/4 corner of said Section 34, thence following the westerly line of the Southwest 1/4 of said Section 34, N00°27'12"E a distance of 2,171.84 feet; Thence leaving said westerly line, S89°32'41"E a distance of 545.50 feet to **POINT OF BEGINNING 1.**

Thence S89°32'41"E a distance of 20.00 feet to a point hereinafter referred to as Point "A";
Thence S00°27'19"W a distance of 20.00 feet;
Thence N89°32'41"W a distance of 20.00 feet;
Thence N00°27'19"E a distance of 20.00 feet to **POINT OF BEGINNING 1.**

Said easement contains 400 square feet, more or less.

TOGETHER WITH:

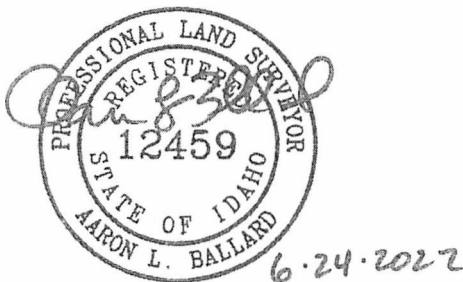
Commencing at a point previously referred to as Point "A", thence N63°28'16"E a distance of 748.10 feet to **POINT OF BEGINNING 2.**

Thence N43°46'36"E a distance of 31.00 feet;
Thence S46°13'24"E a distance of 25.00 feet;
Thence S43°46'36"W a distance of 31.00 feet;
Thence N46°13'24"W a distance of 25.00 feet to **POINT OF BEGINNING 2.**

Said easement contains 775 square feet, more or less.

Said descriptions contain a total of 1,175 square feet, more or less.

Attached hereto is Exhibit B-1 and by this reference is made a part hereof.



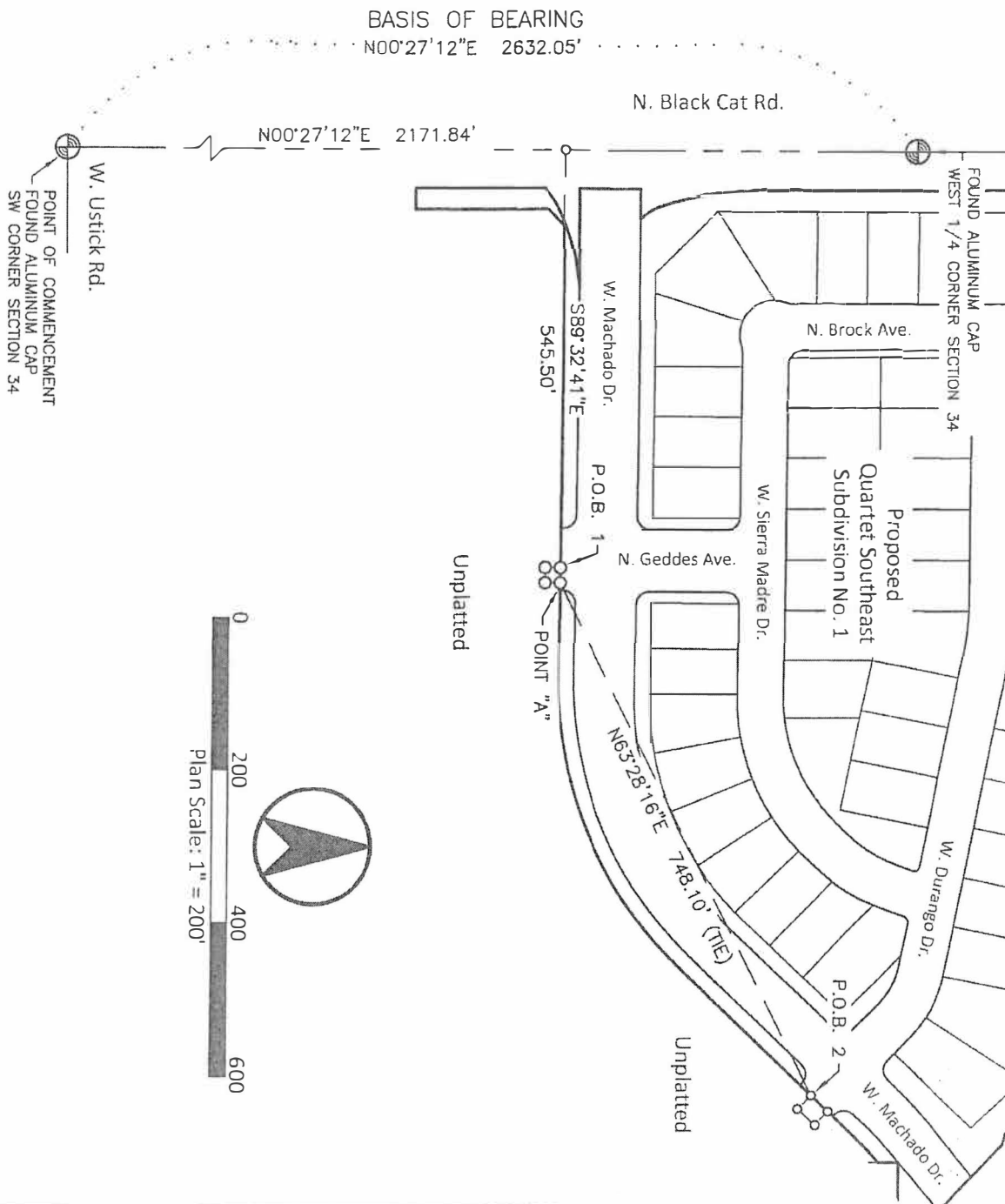
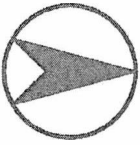
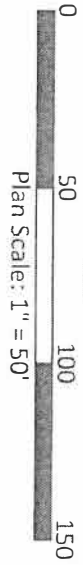


Exhibit B-1 City of Meridian Sewer & Water Easement Quartet Southeast Subdivision No. 1

Situated in a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of
Section 34, T4N., R1W., B.M., City of Meridian, Ada County, Idaho

DATE: June 2022
PROJECT: 20-125
SHEET: 1 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°32'41"E	20.00
L2	S0°27'19"W	20.00
L3	N89°32'41"W	20.00
L4	N0°27'19"E	20.00
L5	N43°46'36"E	31.00
L6	S46°13'24"E	25.00
L7	S43°46'36"W	31.00
L8	N46°13'24"W	25.00

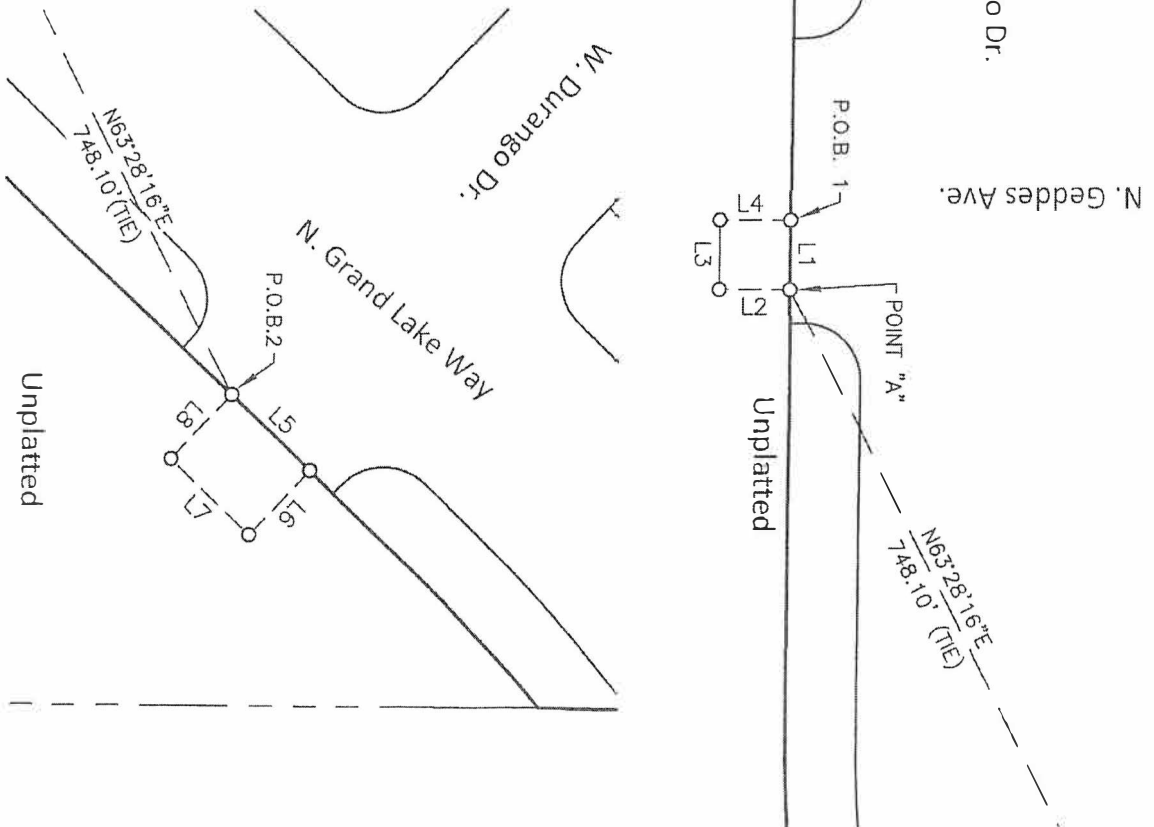


Exhibit B - 1 City of Meridian Sewer & Water Easement Quartet Southeast Subdivision No. 1

Situated in a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of
Section 34, T4N., R1W., B.M., City of Meridian, Ada County, ID

DATE: June 2022
PROJECT: 20-125
SHEET: 2 OF 2

Km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 539-6939
kmenglp.com



AGENDA ITEM

ITEM TOPIC: Final Plat for Acclima Subdivision (FP-2022-0020) by The Land Group, Located generally North of W. Ustick Rd., South of McMillan Rd. and directly West of and adjacent to McDermott Rd.

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



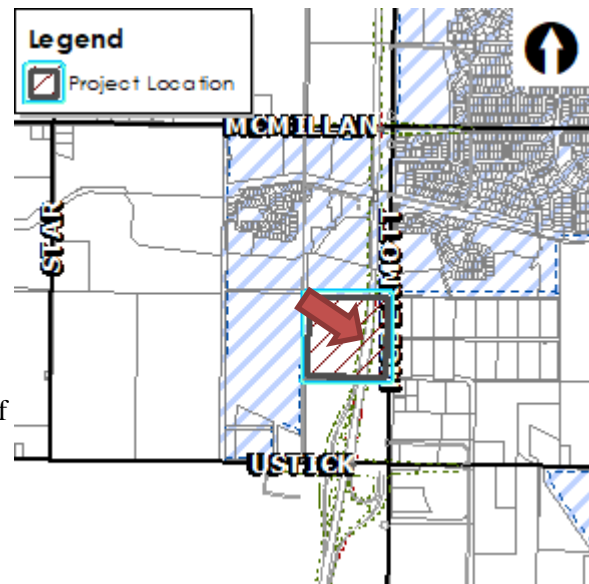
HEARING DATE: 9/6/2022

TO: Mayor & City Council

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

SUBJECT: FP-2022-0020
Acclima Subdivision (aka Aviator Springs)

LOCATION: 3235 N. McDermott Rd., in the SE 1/4 of Section 32, T.4N., R.1W.



I. PROJECT DESCRIPTION

Final plat consisting of one (1) buildable lot on 6.70 acres of land in the M-E zoning district for Acclima Subdivision.

Note: This is the second phase of the Aviator Springs preliminary plat (H-2021-0065).

II. APPLICANT INFORMATION

A. Applicant:

Macy Lui, The Land Group, Inc. – 462 E. Short Drive, Ste. 100, Eagle, ID 83616

B. Owner:

Scott Anderson – 500 Riverheights Dr., Meridian, ID 83642

C. Representative:

Same as Applicant

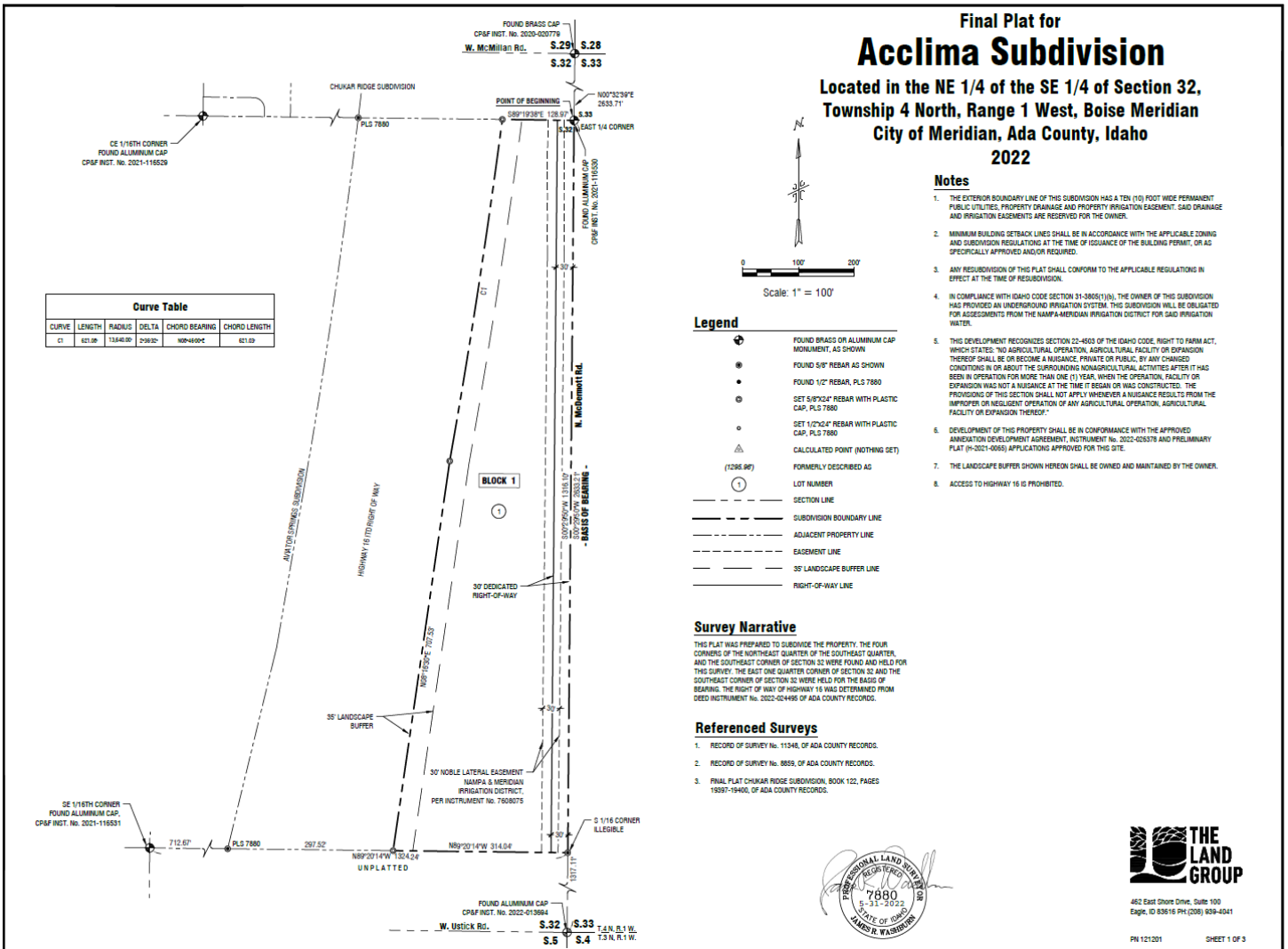
III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (Aviator Springs H-2021-0065) 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. There is no change to the number of buildable lots or amount of common open space; therefore, Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

PP-01

B. Final Plat (dated: 5/31/22)



C. Landscape Plan (dated: 07/12/2022)



ACCLIMA RESEARCH AND DEVELOPMENT FACILITY

Acclima LLC

Madison, Idaho



Project No.: 22-001
Sheet No.: 001
Date: 07/12/2022
Scale: As Shown

Landscape Plan Overall

L1.00

Landscape Notes:

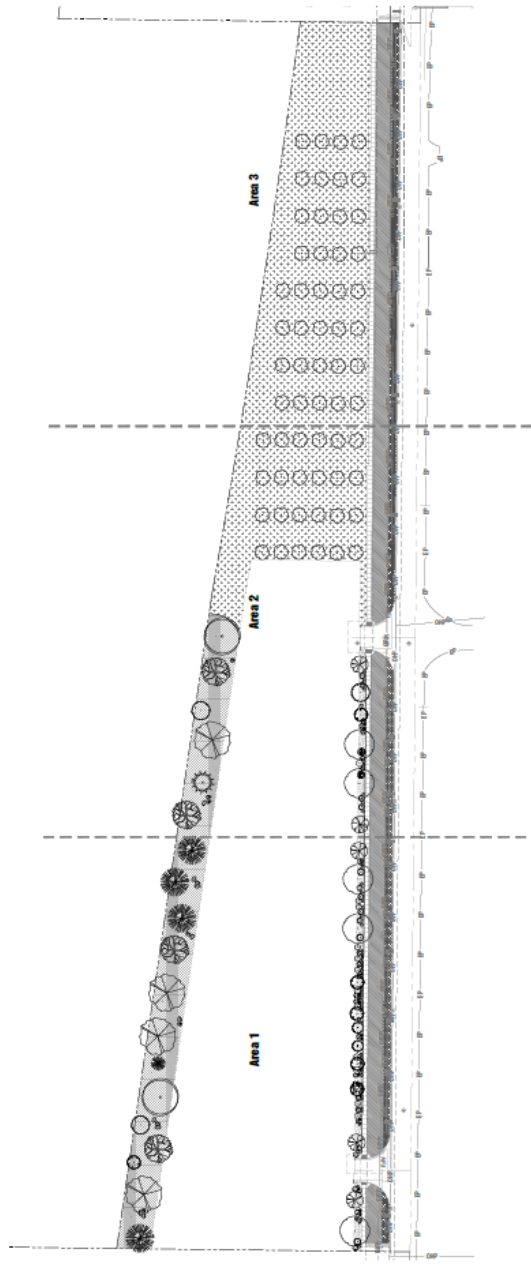
1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.
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20. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.

Project Calculations

ITEM	QUANTITY	UNIT	PRICE	TOTAL
1. PLANTINGS	100	EA	10.00	1000.00
2. PLANTINGS	200	EA	20.00	4000.00
3. PLANTINGS	300	EA	30.00	9000.00
4. PLANTINGS	400	EA	40.00	16000.00
5. PLANTINGS	500	EA	50.00	25000.00
6. PLANTINGS	600	EA	60.00	36000.00
7. PLANTINGS	700	EA	70.00	49000.00
8. PLANTINGS	800	EA	80.00	64000.00
9. PLANTINGS	900	EA	90.00	81000.00
10. PLANTINGS	1000	EA	100.00	100000.00

ACIO Landscape Plan Notes:

1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.
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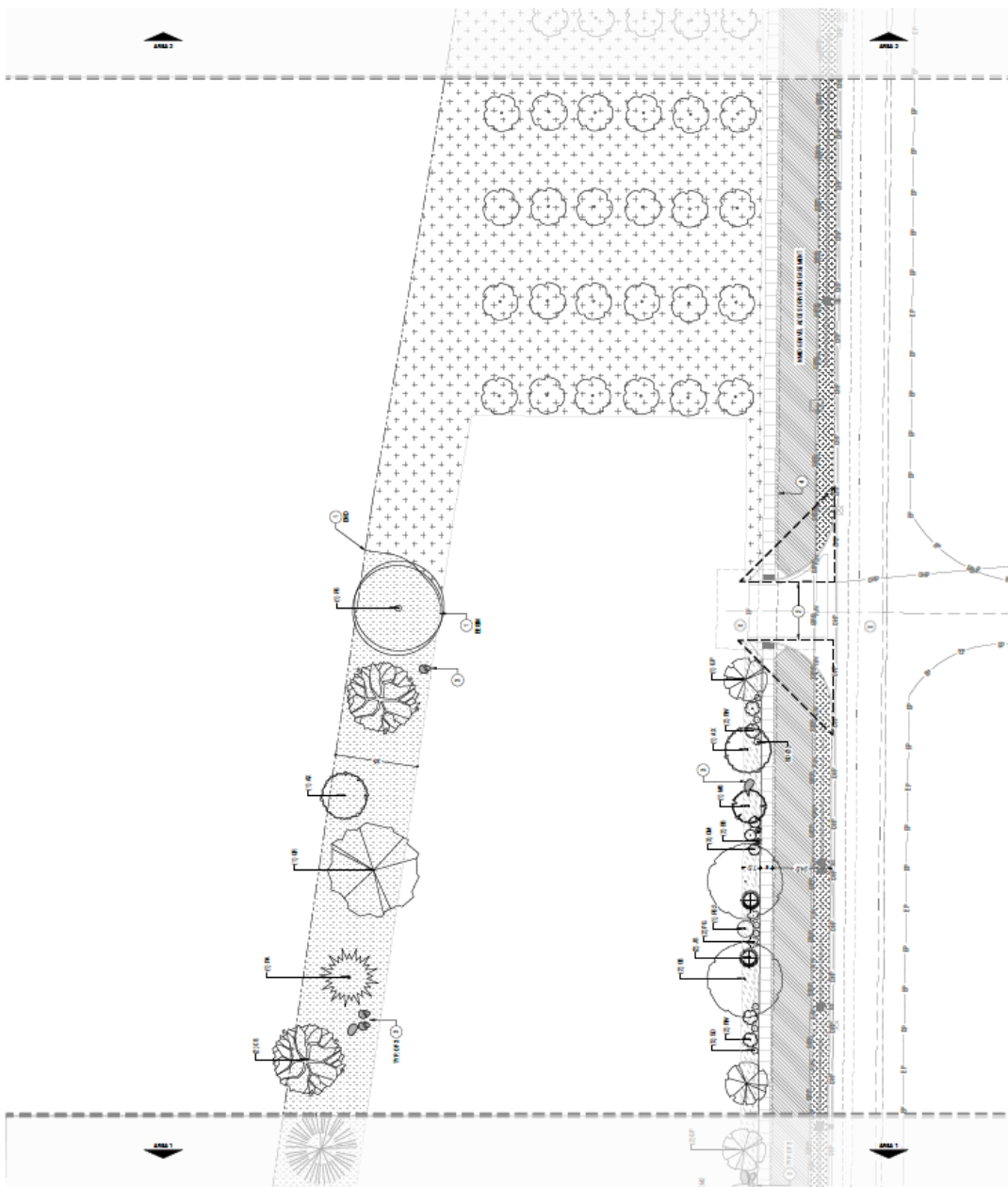
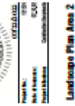
Landscape Plan Overall

1:100

1:100



PLANT SCHEDULE			
UNIT	COMPONENT	UNIT	COMPONENT
1	INSTALL TUBING TO RIG JOINTS AND FLANGES	2	FLARE
3	GRINDING	4	COMPRESS
5	ATTACHING TO THE COMPRESSOR	6	COMPRESS
7	FLARE	8	FLARE
9	GRINDING	10	COMPRESS
11	ATTACHING TO THE COMPRESSOR	12	FLARE
13	GRINDING	14	COMPRESS
15	ATTACHING TO THE COMPRESSOR	16	FLARE
17	GRINDING	18	COMPRESS
19	ATTACHING TO THE COMPRESSOR	20	FLARE
21	GRINDING	22	COMPRESS
23	ATTACHING TO THE COMPRESSOR	24	FLARE
25	GRINDING	26	COMPRESS
27	ATTACHING TO THE COMPRESSOR	28	FLARE
29	GRINDING	30	COMPRESS
31	ATTACHING TO THE COMPRESSOR	32	FLARE
33	GRINDING	34	COMPRESS
35	ATTACHING TO THE COMPRESSOR	36	FLARE
37	GRINDING	38	COMPRESS
39	ATTACHING TO THE COMPRESSOR	40	FLARE
41	GRINDING	42	COMPRESS
43	ATTACHING TO THE COMPRESSOR	44	FLARE
45	GRINDING	46	COMPRESS
47	ATTACHING TO THE COMPRESSOR	48	FLARE
49	GRINDING	50	COMPRESS
51	ATTACHING TO THE COMPRESSOR	52	FLARE
53	GRINDING	54	COMPRESS
55	ATTACHING TO THE COMPRESSOR	56	FLARE
57	GRINDING	58	COMPRESS
59	ATTACHING TO THE COMPRESSOR	60	FLARE
61	GRINDING	62	COMPRESS
63	ATTACHING TO THE COMPRESSOR	64	FLARE
65	GRINDING	66	COMPRESS
67	ATTACHING TO THE COMPRESSOR	68	FLARE
69	GRINDING	70	COMPRESS
71	ATTACHING TO THE COMPRESSOR	72	FLARE
73	GRINDING	74	COMPRESS
75	ATTACHING TO THE COMPRESSOR	76	FLARE
77	GRINDING	78	COMPRESS
79	ATTACHING TO THE COMPRESSOR	80	FLARE
81	GRINDING	82	COMPRESS
83	ATTACHING TO THE COMPRESSOR	84	FLARE
85	GRINDING	86	COMPRESS
87	ATTACHING TO THE COMPRESSOR	88	FLARE
89	GRINDING	90	COMPRESS
91	ATTACHING TO THE COMPRESSOR	92	FLARE
93	GRINDING	94	COMPRESS
95	ATTACHING TO THE COMPRESSOR	96	FLARE
97	GRINDING	98	COMPRESS
99	ATTACHING TO THE COMPRESSOR	100	FLARE



Landscape Plan Area 2



Keynotes:

- 1. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.
- 2. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.
- 3. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.
- 4. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.

Material Legend:

1. ASPHALT	2. GRAVEL	3. SAND	4. CRUSHED STONE
5. CEMENT CONCRETE	6. POLYMER CONCRETE	7. POLYMER MODIFIED ASPHALT	8. POLYMER MODIFIED CONCRETE
9. POLYMER MODIFIED ASPHALT	10. POLYMER MODIFIED CONCRETE	11. POLYMER MODIFIED ASPHALT	12. POLYMER MODIFIED CONCRETE
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ACCLIMA RESEARCH AND DEVELOPMENT FACILITY

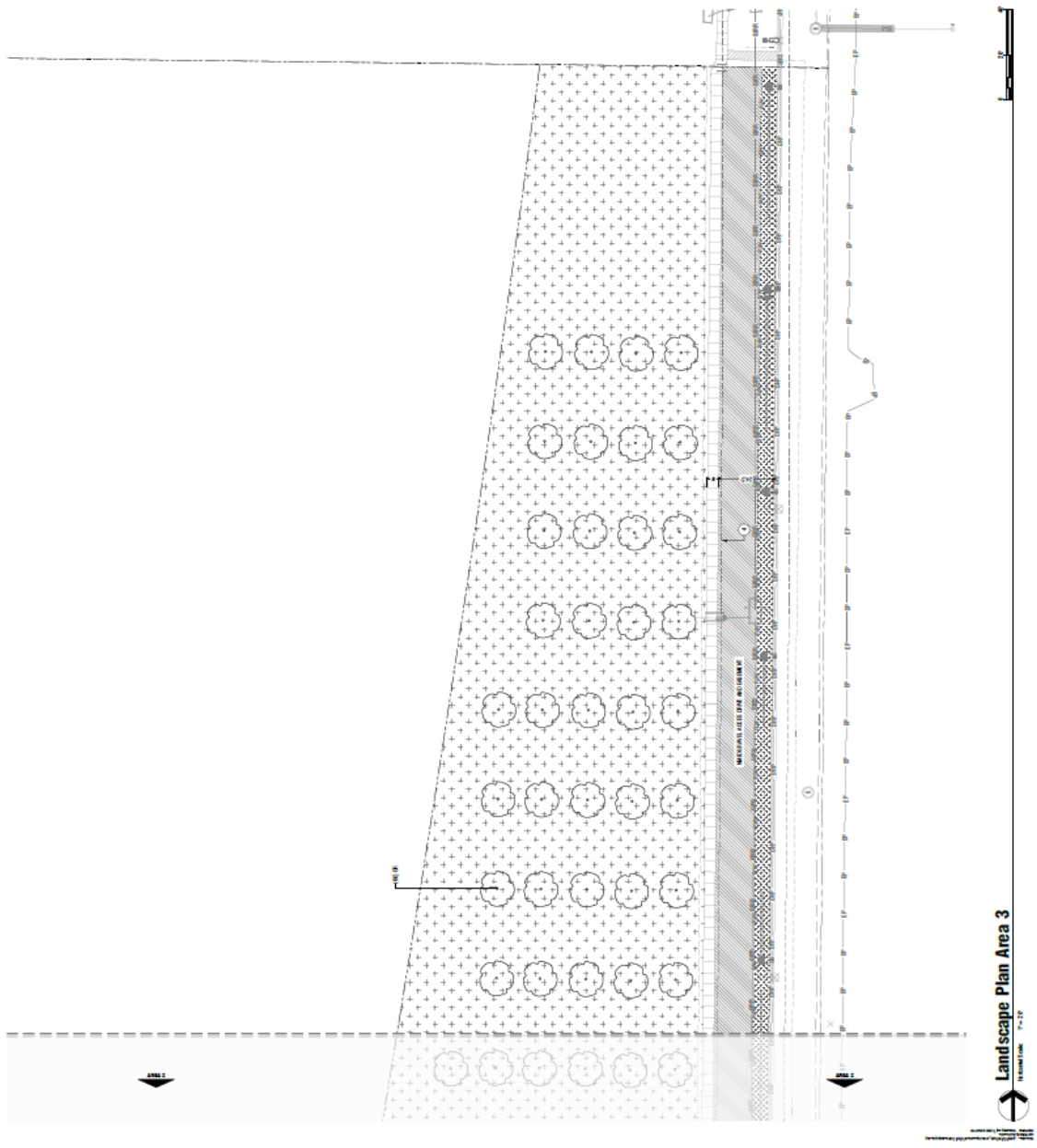
Acclima LLC

McDonough, Illinois



Project No. 2024-001
Scale: 1" = 10'
Date: 01/15/2024

L1.03



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall meet all terms of the approved annexation (Development Agreement - Inst. #[2022-026378](#)) and preliminary plat ([H-2021-0065](#)) applications 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 final plat (Aviator Springs No. 1 FP-2022-0013); *or* apply for a time extension, in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat prepared by The Land Group, stamped by James R. Washburn, dated: 5/31/2022, included in Section V.B shall be revised as follows:
 - a. Depict a minimum 35-foot wide street buffer along N. McDermott Rd., an entryway corridor, in a common lot or a permanent dedicated buffer in accord with UDC 11-3B-7C.2a.
 - b. Modify plat note #7 as follows: "The landscape buffers shown hereon shall be ~~owned and~~ maintained by the property owner."

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

5. The landscape plan prepared by The Land Group, Inc., dated 7/12/2022, included in Section V.C, shall be revised as follows:
 - a. Include shrubs in the street buffer along N. McDermott Rd. in accord with UDC [11-3B-7C.3a](#).

A copy of the revised landscape plan shall be submitted with the final plat for City Engineer signature.

6. All stormwater swales incorporated into required landscape areas shall comply with the standards listed in UDC 11-3B-11C.
7. Future development shall be consistent with the minimum dimensional standards listed in UDC Table [11-2B-3](#) for the M-E zoning district.
8. All fencing shall comply with the standards of UDC 11-3A-7C.
9. All waterways on this site shall be piped as set forth in UDC [11-3A-6B](#) unless otherwise waived by City Council.
10. A Certificate of Zoning Compliance and Design Review applications shall be submitted for the non-residential portions of the development and approved prior to submittal of applications for building permits. All non-residential structures shall comply with the design standards listed in the Architectural Standards Manual.
11. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

1. Site Specific Conditions:

- 1.1 The applicant shall be required to pay the Oaks Lift Station and Pressure Sewer Reimbursement Fees in the amount of \$265.25 per building lot. The aggregate amount of the reimbursement fees for the entire preliminary plat area must be paid with the first final plat application.

- 1.2 The applicant shall be required to pay the Oaks Lift Station Pump Upgrades Reimbursement Fees in the amount of \$185.43 per building lot. The aggregate amount of the reimbursement fees for the entire preliminary plat area must be paid with the first final plat application.
- 1.3 Sewer/water easement widths varies depending on sewer depth. Sewer 0-20 ft deep require a 30 ft easement, 20-25 ft a 40 ft easement, and 25-30 ft a 45 ft easement. Adjust easements accordingly.
- 1.4 Ensure no sewer services pass through infiltration trenches.
- 1.5 Water Main blow-off required on W. Becky Dr per City standard drawing W12.
- 1.6 Unless there are approved development plans for parcels R0486000210 and R0486000450 do not provide water service stubs. If these are not located correctly the developer of those lots just end up having to pay to abandon them.
- 1.7 Crosses and tees in arterial road (McDermott) are required to have valves in all direction. Add a valves where missing.

2. General Conditions:

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash

deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



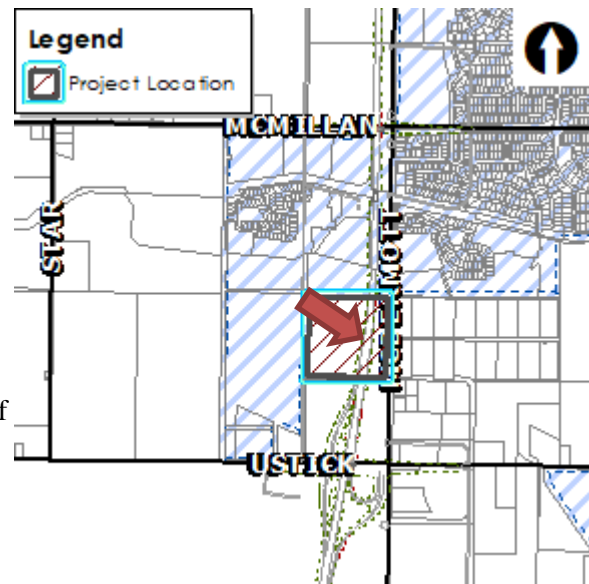
HEARING DATE: 9/6/2022

TO: Mayor & City Council

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

SUBJECT: FP-2022-0020; A-2022-0150
Acclima Subdivision (aka Aviator Springs)

LOCATION: 3235 N. McDermott Rd., in the SE 1/4 of Section 32, T.4N., R.1W.



I. PROJECT DESCRIPTION

Final plat consisting of one (1) buildable lot on 6.70 acres of land in the M-E zoning district for Acclima Subdivision. *Note: This is the second phase of the Aviator Springs preliminary plat (H-2021-0065).*

Alternative Compliance is also requested to UDC [11-3B-7C.3](#), which requires street buffers to be planted with a variety of trees, shrubs, lawn or other vegetative groundcover. The Applicant proposes to plant an orchard on the northern 1/3 of the parcel in lieu of providing trees within the street buffers along future SH-16 and N. McDermott Rd. The reasons for the request are contained in the Applicant's [narrative](#). The Director supports the Applicant's request with conditions requiring shrubs and vegetative groundcover to be provided within the 35-foot wide street buffers along N. McDermott Rd. & future SH-16 per the standards listed in UDC [11-3B-7C.3](#); and for the orchard trees to be dispersed evenly over the entire northern portion of the site.

II. APPLICANT INFORMATION

A. Applicant:

Macy Lui, The Land Group, Inc. – 462 E. Short Drive, Ste. 100, Eagle, ID 83616

B. Owner:

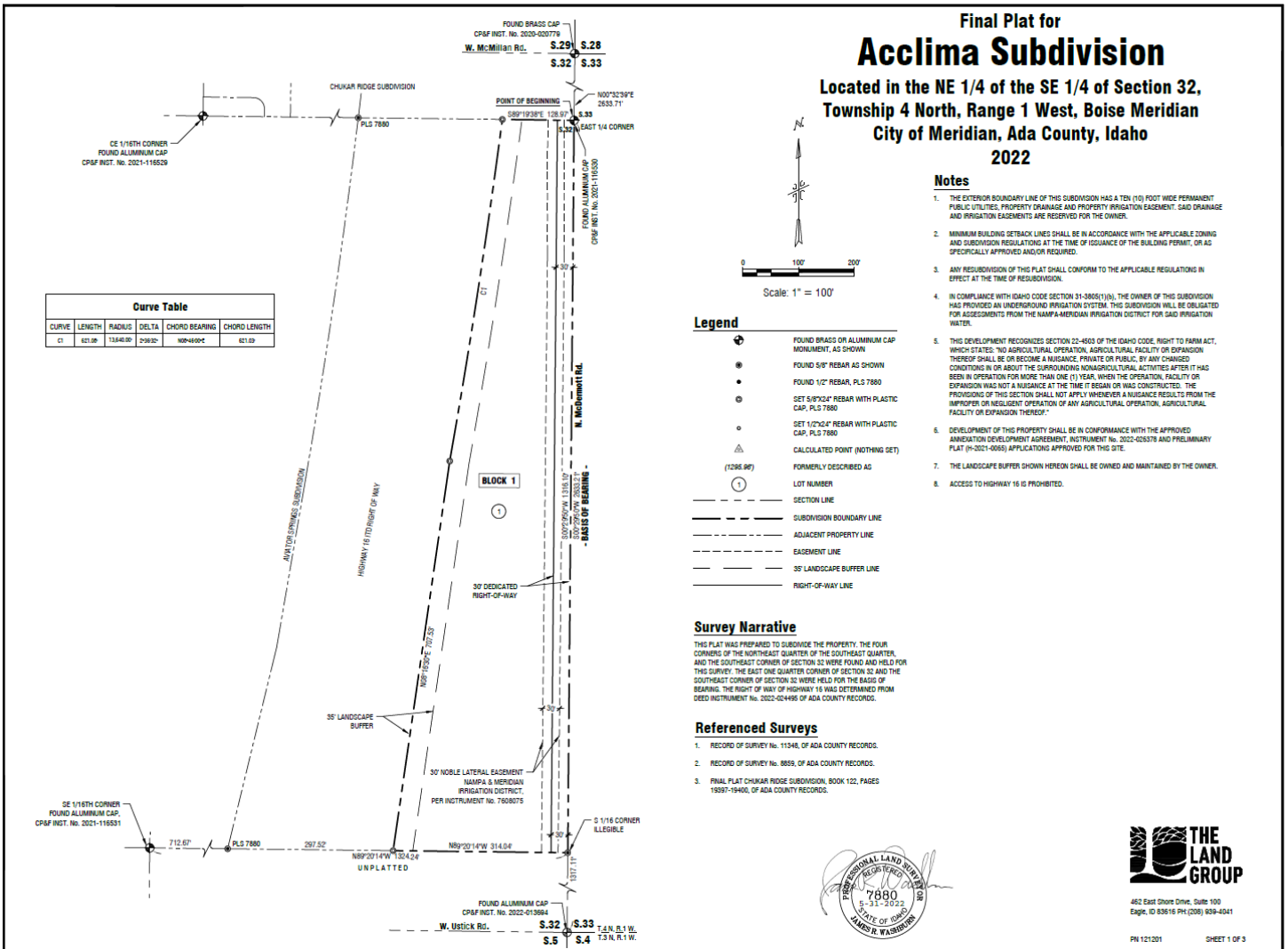
Scott Anderson – 500 Riverheights Dr., Meridian, ID 83642

C. Representative:

Same as Applicant

III. STAFF ANALYSIS

B. Final Plat (dated: 5/31/22)





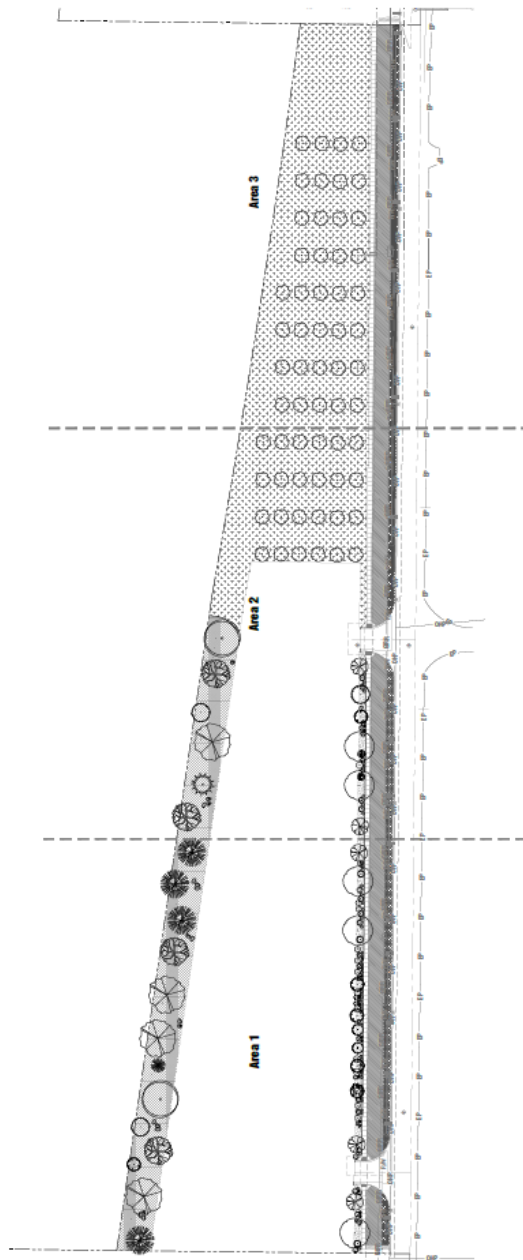
Acclima LLC

McDermott RJ
Medbury, Idaho

Project No.:	19-01
City of Interest:	DC, VA
Project Information:	Construction Documents

Landscape Plan Overview

L1.00



Project Calculations			
A.	NUMBER OF TOWNS WITH OUTSTANDING	TOTAL REQUESTED	TOTAL AVAILABLE
WORKING TOGETHER	1,083 LF	27	46
ALONE TOGETHER	1,083 LF	28	18
TOTAL		55	64

[illegible][illegible]

ACHD Landscape Plan Notes:

1. TREES SHALL NOT BE PLANTED WITHIN THE TOP 25% OF A LOT'S EXISTING DRAINAGE DRAINAGE, OR FLOODPLAIN.
2. IF ANY EXISTING TREES ARE LOCATED WITHIN THE DRAINAGE LINES, THEY SHALL BE MAINTAINED. THE PLANTING SHALL BE DONE WITHIN ALL CONTAMINATION DISTRICTS.

- [illegible]



							
DIAGONAL LINE DOWN	DIAGONAL LINE UP	HORIZONTAL LINE	VERTICAL LINE	GRID	CIRCLE	CROSS	DOT

ACCLIMA RESEARCH AND DEVELOPMENT FACILITY
Acclima LLC

cup
IV



L1.02





Keynotes:

- 1. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.
- 2. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.
- 3. ALL MATERIALS SHALL BE SUBMITTED TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.

Material Legend:

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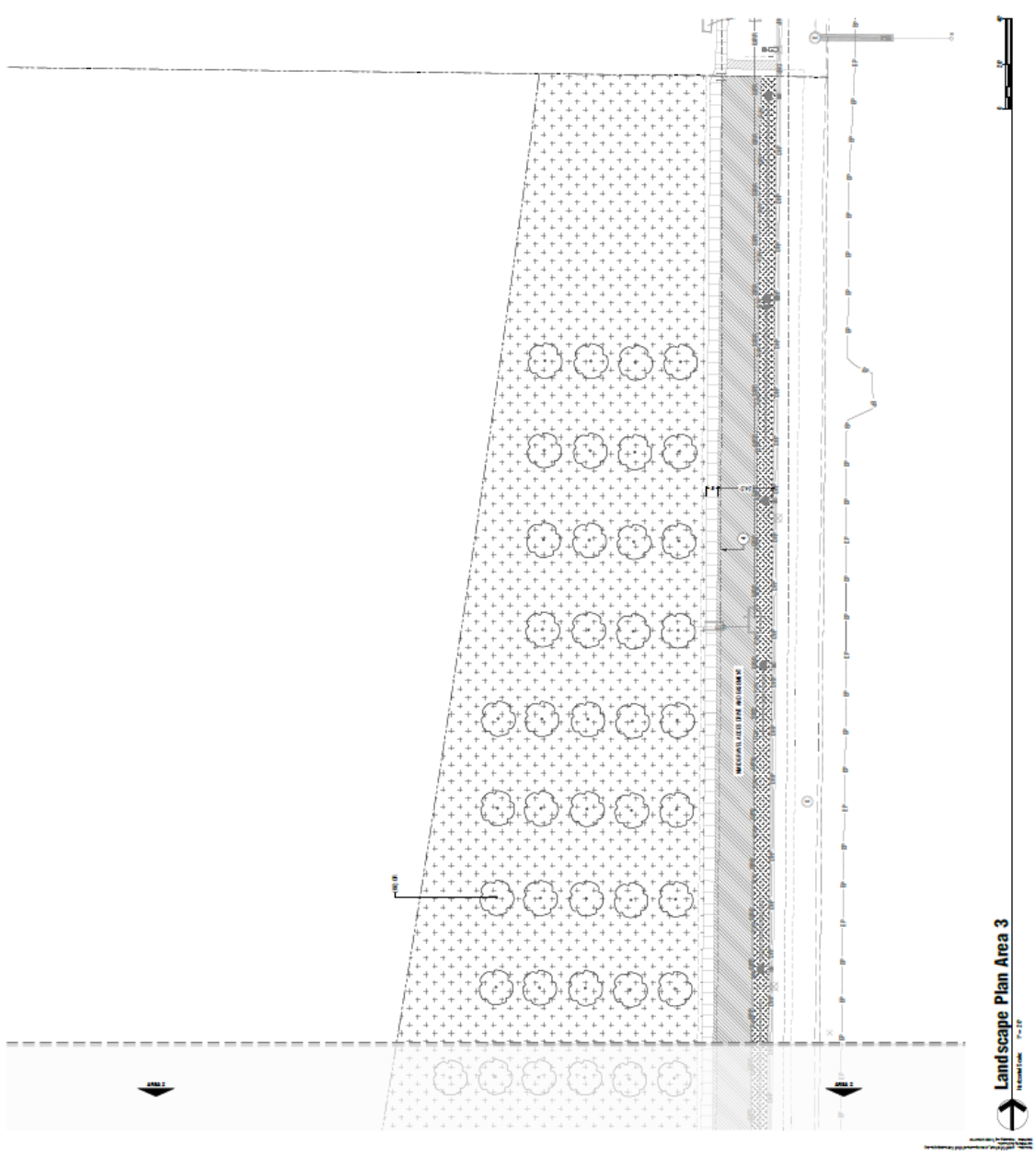
PLANT SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT
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2	3/4\"	100	CS
3	1\"	100	CS
4	1 1/2\"	100	CS
5	2\"	100	CS
6	3\"	100	CS
7	4\"	100	CS
8	6\"	100	CS
9	8\"	100	CS
10	12\"	100	CS
11	18\"	100	CS
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15	60\"	100	CS
16	72\"	100	CS
17	84\"	100	CS
18	96\"	100	CS
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20	120\"	100	CS
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26	192\"	100	CS
27	204\"	100	CS
28	216\"	100	CS
29	228\"	100	CS
30	240\"	100	CS
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32	264\"	100	CS
33	276\"	100	CS
34	288\"	100	CS
35	300\"	100	CS
36	312\"	100	CS
37	324\"	100	CS
38	336\"	100	CS
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43	396\"	100	CS
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72	744\"	100	CS
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75	780\"	100	CS
76	792\"	100	CS
77	804\"	100	CS
78	816\"	100	CS
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90	960\"	100	CS
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93	996\"	100	CS
94	1008\"	100	CS
95	1020\"	100	CS
96	1032\"	100	CS
97	1044\"	100	CS
98	1056\"	100	CS
99	1068\"	100	CS
100	1080\"	100	CS

ACCLIMA LLC
McClintock, Idaho



L1.03
Landscape Plan Area 3



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall meet all terms of the approved annexation (Development Agreement - Inst. #[2022-026378](#)) and preliminary plat ([H-2021-0065](#)) applications 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 final plat (Aviator Springs No. 1 FP-2022-0013); *or* apply for a time extension, in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat prepared by The Land Group, stamped by James R. Washburn, dated: 5/31/2022, included in Section V.B shall be revised as follows:
 - a. Depict a minimum 35-foot wide street buffer along N. McDermott Rd., an entryway corridor, in a common lot or a permanent dedicated buffer in accord with UDC 11-3B-7C.2a.
 - b. Modify plat note #7 as follows: "The landscape buffers shown hereon shall be ~~owned and~~ maintained by the property owner."

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

5. The landscape plan prepared by The Land Group, Inc., dated 7/12/2022, included in Section V.C, shall be revised as follows:
 - a. Depict shrubs and vegetative groundcover within the 35-foot wide street buffers along N. McDermott Rd. and future SH-16 in accord with the standards listed in UDC [11-3B-7C.3a](#). *Alternative compliance was approved to the standards in UDC 11-3B-7C.3b, which require trees within the street buffer, to allow an orchard in lieu of street trees on the northern 1/3 of the property within the street buffers along future SH-16 and N. McDermott Rd.*
 - b. Evenly disperse the trees in the orchard over the entire northern portion of the property. *The orchard trees are not required to be installed until the time of lot development.*

A copy of the revised landscape plan shall be submitted with the final plat for City Engineer signature.

6. All stormwater swales incorporated into required landscape areas shall comply with the standards listed in UDC 11-3B-11C.
7. Future development shall be consistent with the minimum dimensional standards listed in UDC Table [11-2B-3](#) for the M-E zoning district.
8. All fencing shall comply with the standards of UDC 11-3A-7C.
9. All waterways on this site shall be piped as set forth in UDC [11-3A-6B](#) unless otherwise waived by City Council.
10. A Certificate of Zoning Compliance and Design Review applications shall be submitted for the non-residential portions of the development and approved prior to submittal of applications for building permits. All non-residential structures shall comply with the design standards listed in the Architectural Standards Manual.
11. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

1. Site Specific Conditions:

- 1.1 The applicant shall be required to pay the Oaks Lift Station and Pressure Sewer Reimbursement Fees in the amount of \$265.25 per building lot. The aggregate amount of the reimbursement fees for the entire preliminary plat area must be paid with the first final plat application.
- 1.2 The applicant shall be required to pay the Oaks Lift Station Pump Upgrades Reimbursement Fees in the amount of \$185.43 per building lot. The aggregate amount of the reimbursement fees for the entire preliminary plat area must be paid with the first final plat application.
- 1.3 Sewer/water easement widths varies depending on sewer depth. Sewer 0-20 ft deep require a 30 ft easement, 20-25 ft a 40 ft easement, and 25-30 ft a 45 ft easement. Adjust easements accordingly.
- 1.4 Ensure no sewer services pass through infiltration trenches.
- 1.5 Water Main blow-off required on W. Becky Dr per City standard drawing W12.
- 1.6 Unless there are approved development plans for parcels R0486000210 and R0486000450 do not provide water service stubs. If these are not located correctly the developer of those lots just end up having to pay to abandon them.
- 1.7 Crosses and tees in arterial road (McDermott) are required to have valves in all direction. Add a valves where missing.

2. General Conditions:

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.

- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.

- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

VII. Findings

In order to grant approval for an alternative compliance application, the Director shall determine the following:

1. Strict adherence or application of the requirements are not feasible; or

The Director finds strict adherence to the requirements in UDC 11-3B-7C are feasible.

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

The Director finds the Applicant's proposal to provide an orchard on the northern 1/3 of the site in lieu of street trees within the street buffers along future SH-16 and N. McDermott Rd. a superior means of meeting the intent of the standards in UDC 11-3B-7C.

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

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



AGENDA ITEM

ITEM TOPIC: Final Order for Skybreak Subdivision No. 2 (FP-2022-0002) by DevCo, LLC,
Located at 7020 S. Eagle Rd.

BEFORE THE MERIDIAN CITY COUNCIL

HEARING DATE: AUGUST 16, 2022
ORDER APPROVAL DATE: SEPTEMBER 6, 2022

IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF 62 RESIDENTIAL)
BUILDING LOTS AND 12)
COMMON LOTS ON 11.12 ACRES)
OF LAND IN THE R-8 ZONING)
DISTRICT FOR SKYBREAK)
SUBDIVISION NO. 2.)
BY: CONGER GROUP)
APPLICANT)
_____)

CASE NO. FP-2022-0022

ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT

This matter coming before the City Council on August 16, 2022 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. 2,
LOCATED IN A PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST
¼ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST, B.M., CITY OF
MERIDIAN, ADA COUNTY, IDAHO, 2022, HANDWRITTEN DATE:

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT
FOR SKYBREAK NO. 2 FP-2022-0022

04/13/2022, by JEFF BEAGLEY, PLS, SHEET 1 OF 4,” is conditionally approved subject to those conditions of approval 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 August 16, 2022, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, and the response letter from Laren Bailey, Conger Group, a true and correct copy of which is attached hereto marked “Exhibit B” and by this reference incorporated herein.

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

NOTICE OF FINAL ACTION

AND RIGHT TO REGULATORY TAKINGS ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code § 67-8003, the Owner may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at

issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

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

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

By:

Robert Simison
Mayor, City of Meridian

Attest:

Chris Johnson
City Clerk

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

By: _____ Dated: _____

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



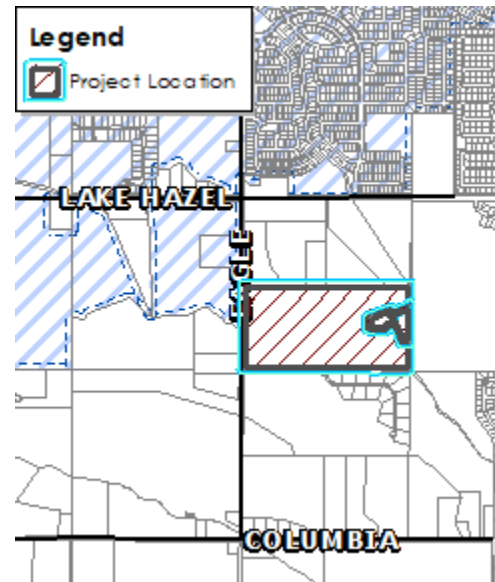
HEARING DATE: 8/16/2022

TO: Mayor & City Council

FROM: Alan Tiefenbach, Associate Planner
208-489-0573

SUBJECT: FP-2022-0022
Skybreak No. 2

LOCATION: 7020 S. Eagle Rd., in the SE ¼ of the
NW ¼ of Section 4, T.2N., R.1E.
(Parcel # S1404233660)



I. PROJECT DESCRIPTION

Final plat consisting of 62 lots and 12 common lots on 11.12 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 – 7020 S. Eagle Rd, Meridian, ID 83642

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).

Amenities approved and provided with this plat include an 8,668 sq. ft. common space and several pathway segments. The landscape plan indicates these amenities are landscaped as required per UDC 11-3B-12 and 11-3G.

At time of annexation and preliminary plat the City Council granted the applicant alternative compliance from UDC 11-6C-3 limiting block face to no more than seven hundred fifty (750) feet in length without an intersecting street or alley to allow Lots 29-41 of Block 2 to be approximately 1,000 feet in length.

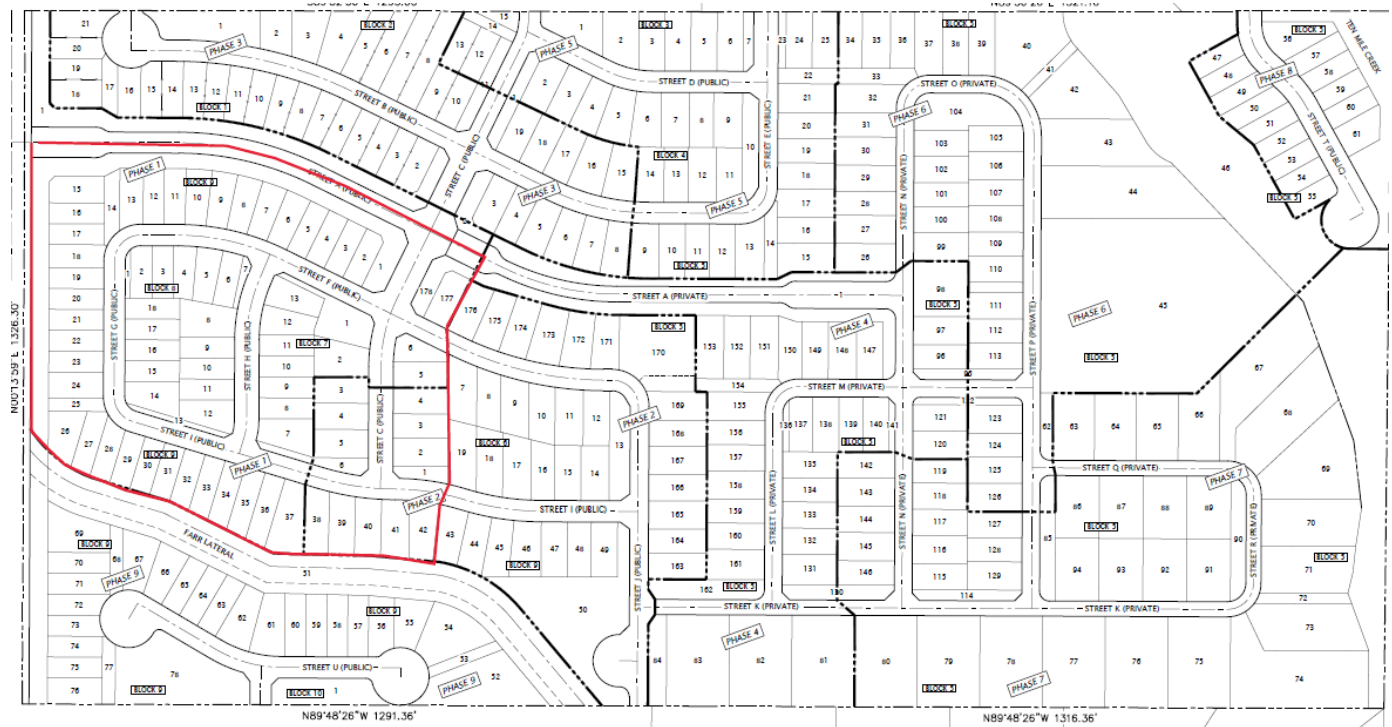
Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat in accord with the requirements listed in UDC 11-6B-3C.2. It appears Lot 7, Block 2 does not meet the minimum 40 ft. frontage required in the R-8 zoning district. Otherwise, because the final plat does not increase the number of building lots and/or decrease the amount of qualified open space as shown on the approved preliminary plat, with the exceptions listed above, 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: 6/02/2022)



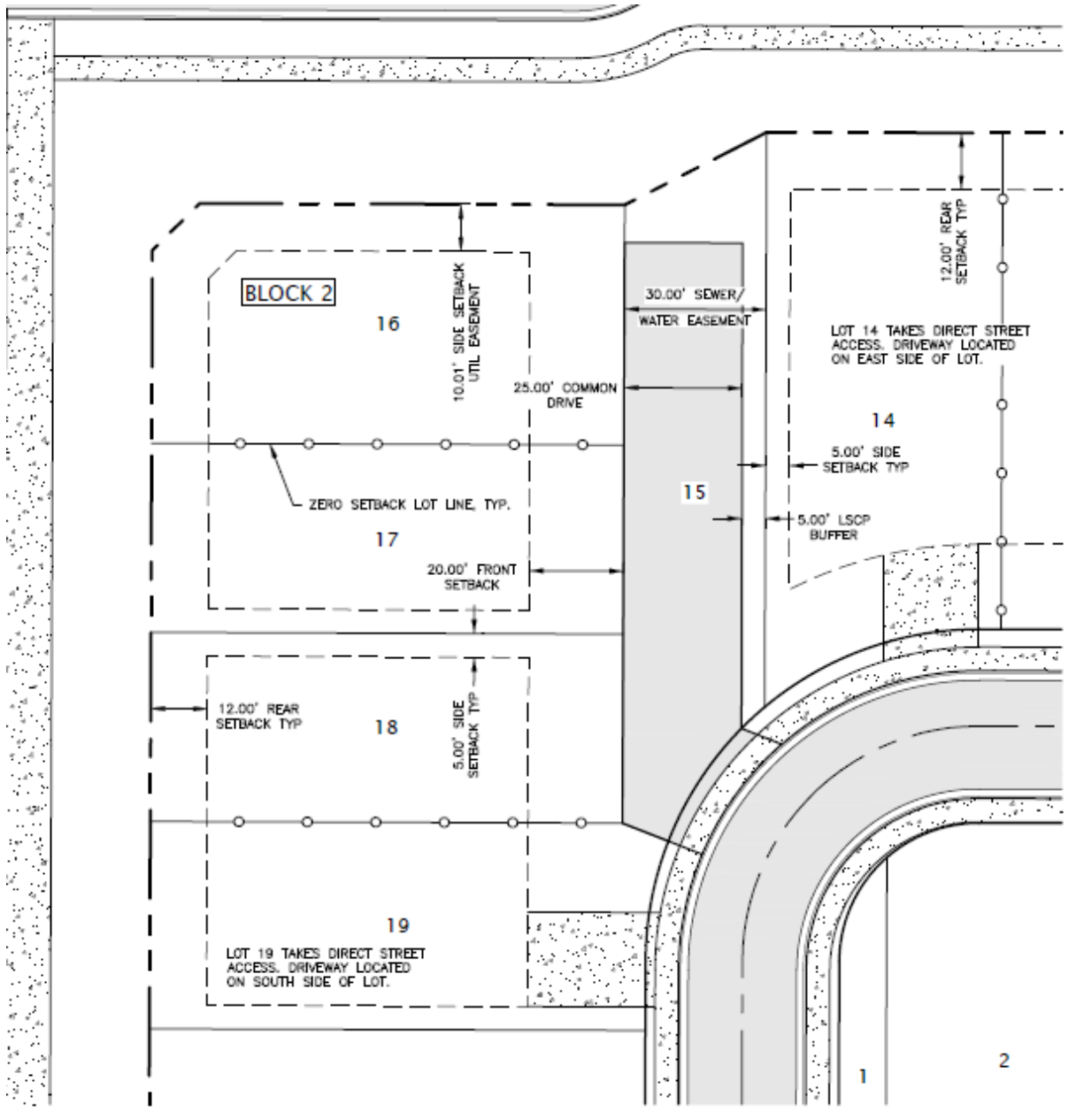
C. Landscape Plan (date: 6/13/2022)

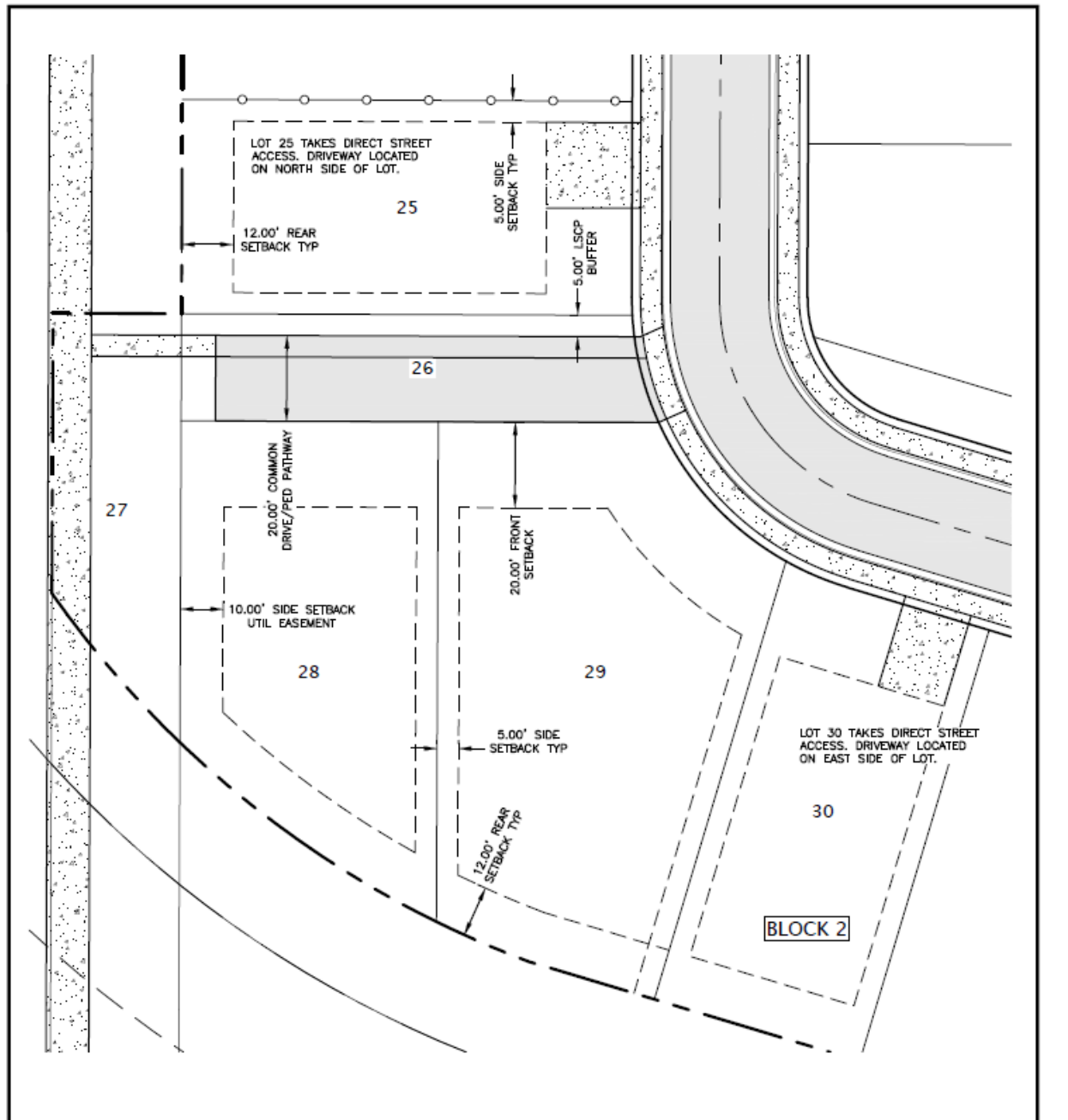


D. Approved Landscape Plan (date: 6/16/2021)



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) approved for this site.
2. Prior to City Engineer signature on the final plat, the final plat prepared by Sawtooth Land Surveying LLC stamped by Jeff Beagley, dated: 4/2022, included in Section V.B shall be revised as follows:
 - a. Lot 7, Block 2 shall be revised to meet the minimum lot frontage requirements (40 feet) for the R-8 zoning district per UDC Table 11-2A-6.
 - b. Plat Note No 6 – add instrument number.
 - c. Plat Note No. 14 – add instrument number.
 - d. Plat Note No. 15 – add instrument number.
 - e. Plat Note No. 16 – add instrument number
3. Pathways and adjoining fencings and landscaping shall be constructed consistent with the standards as set forth in UDC 11-3A-7A7, 11-3A-8 and 11-3B-12C.
4. 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.
5. Developer shall comply with all ACHD conditions of approval.
6. The plat shall comply with the provisions for irrigation ditches, laterals, canals and/or drainage courses, as set forth in UDC 11-3A-6.
7. 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.
8. The applicant shall obtain the City Engineer's signature on the subject final plat by July 20, 2023, within two years of the City Council's approval of the preliminary plat; or apply for a time extension, in accord with UDC 11-6B-7.
9. Administrative design review is required prior to building permit for all new 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

Site Specific Conditions:

1. Water main valve at the intersection of Englehart Dr and Aerial Way should be located on the west side of the tee.
2. The water service for Lot 2, Block 2 shall not cross adjacent property, but rather should be in common lot.
3. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.
3. Ensure that SSMH-4 does not fall within the gutter.

General Conditions:

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

improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.

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

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

From: [Laren Bailey](#)
To: [Bill Parsons](#); [Bill Nary](#); [Kurt Starman](#); [City Clerk](#)
Subject: RE: Skybreak No. 2 Final Plat Staff report for 08/16/2022 CC Mtg
Date: Thursday, August 11, 2022 3:23:28 PM

External Sender - Please use caution with links or attachments.

Bill,

We do not see any issues with the Staff report. Thank you

From: Bill Parsons <bparsons@meridiancity.org>
Sent: Friday, August 5, 2022 3:31 PM
To: Laren Bailey <laren@congergroup.com>; Bill Nary <bnary@meridiancity.org>; Kurt Starman <kstarman@meridiancity.org>; City Clerk <CityClerk@meridiancity.org>
Subject: Skybreak No. 2 Final Plat Staff report for 08/16/2022 CC Mtg

Attached is the staff report for the Skybreak No. 2 final plat application (FP-2022-0022). This item is scheduled to be on the consent agenda at the City Council work session on August 16, 2022. The meeting will be held at City Hall, 33 E. Broadway Avenue, beginning at 4:30 pm. Please call or e-mail with any questions.

Laren - Please submit a written response to the staff report to the City Clerk's office (cityclerk@meridiancity.org) and me as soon as possible. *IF* you are not in agreement with the staff report, the item will be placed on the regular meeting agenda at a subsequent meeting for discussion.

Thank you,

Bill Parsons, AICP | Planning Supervisor

City of Meridian | Community Development Dept.
33 E. Broadway Ave., Ste. 102, Meridian, Idaho 83642
Phone: 208-884-5533 | Direct: 208-489-0571



Built for Business, Designed for Living

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



AGENDA ITEM

ITEM TOPIC: Final Order for TM Center East No. 1 (FP-2022-0021) by Brighton Development, Inc., Located at 700 S. Wayfinder Ave.

BEFORE THE MERIDIAN CITY COUNCIL

HEARING DATE: AUGUST 16, 2022
ORDER APPROVAL DATE: SEPTEMBER 6, 2022

IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF FOUR (4))
BUILDING LOTS ON 21.73 ACRES)
OF LAND IN THE C-G ZONING)
DISTRICT FOR TM CENTER EAST)
SUBDIVISION NO. 1.)
)
BY: BRIGHTON DEVELOPMENT,)
INC.)
APPLICANT)
_____)
)

CASE NO. FP-2022-0021

ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT

This matter coming before the City Council on August 16, 2022 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 TM CENTER EAST SUBDIVISION NO. 1, LOCATED IN A PORTION OF THE SOUTH ½ OF THE NORTHWEST ¼ 1 OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO, 2022, HANDWRITTEN DATE:

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT
FOR TM CENTER EAST NO. 1 FP-2022-0021

5/31/2022, by AARON L. BALLARD, 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 August 16, 2022, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, and the response letter from Josh Beach, Brighton Corporation, a true and correct copy of which is attached hereto marked “Exhibit B” and by this reference incorporated herein.

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

NOTICE OF FINAL ACTION

AND RIGHT TO REGULATORY TAKINGS ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code § 67-8003, the Owner may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at

issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

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

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

By:

Robert Simison
Mayor, City of Meridian

Attest:

Chris Johnson
City Clerk

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

By:_____ Dated:_____

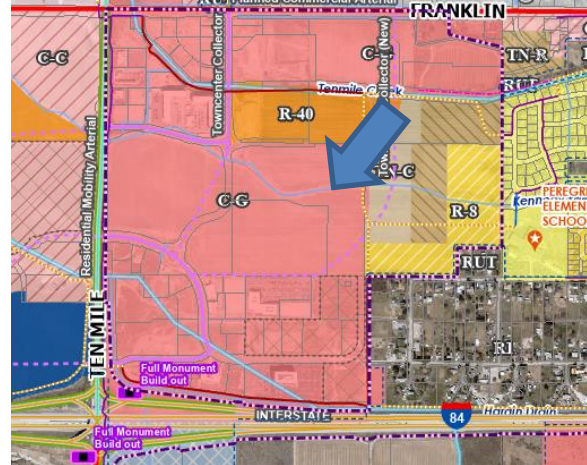
EXHIBIT A

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



DATE: 8/16/2022
TO: City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2022-0021
TM Center East No. 1
PROPERTY LOCATION:
700 S. Wayfinder Ave., in the NW ¼ of
Section 14, T.3N., R.1W.



I. PROJECT DESCRIPTION

Final plat consisting of four (4) building lots on 21.73 acres of land in the C-G zoning district for TM Center East No. 1.

Note: The proposed final plat is actually the fifth phase of the TM Center Subdivision preliminary plat (H-2020-0074). [TM Creek No. 5 (1st phase FP-2021-0027); TM Crossing No. 5 (2nd phase FP-2021-0045); TM Frontline (3rd phase FP-2021-0047); and TM Center Sub. 1 (4th phase FP-2022-0009).]

II. APPLICANT INFORMATION

A. Applicant

Josh Beach, Brighton Development, Inc. – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

B. Owner:

Robert Phillips, DWT Investments, LLC – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

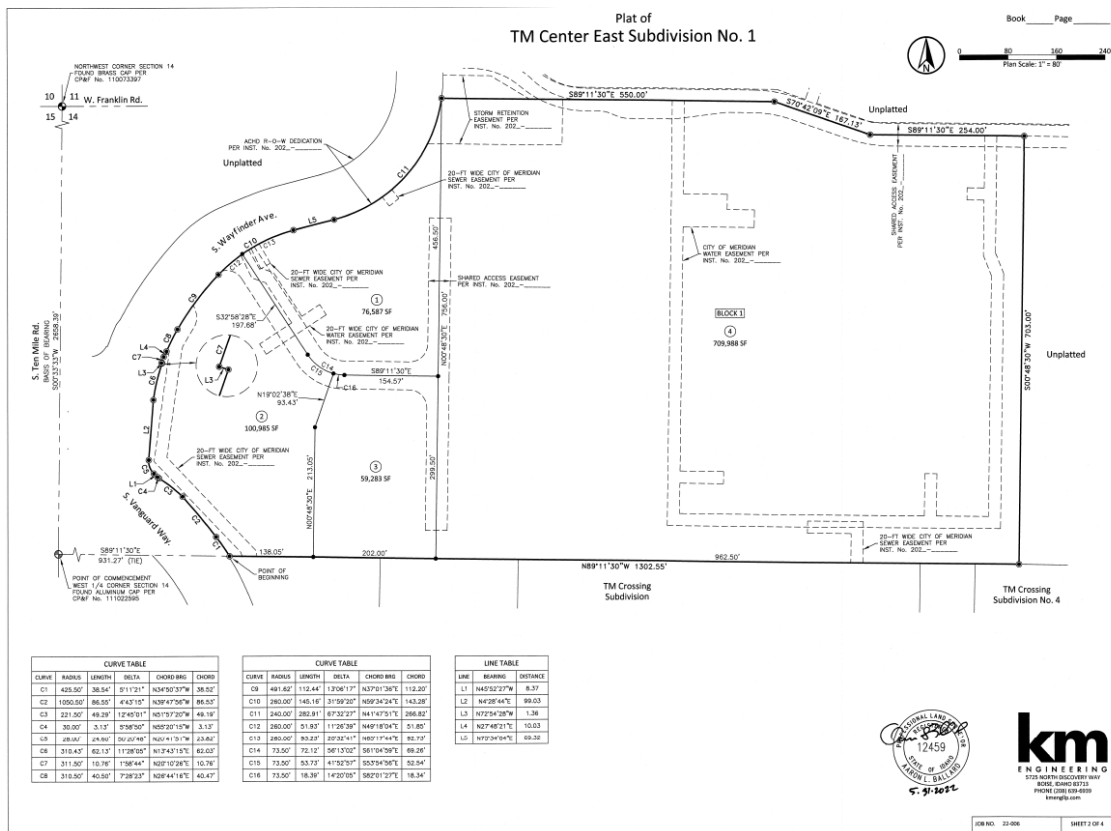
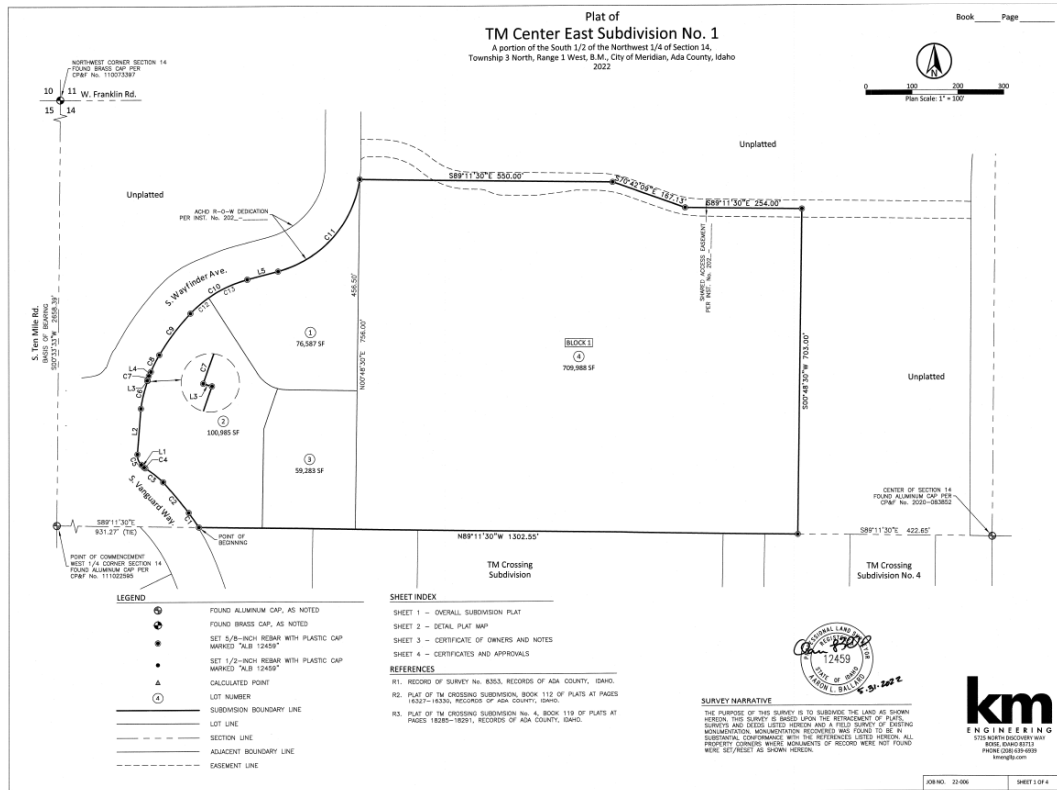
C. Representative:

Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the preliminary plat (H-2020-0074) as required by UDC 11-6B-3C.2. The proposed final plat depicts fewer buildable lots than shown on the approved preliminary plat. Therefore, Staff finds the proposed final plat is in substantial compliance with the approved preliminary as required by UDC 11-6B-3C.

B. Final Plat (dated: 5/31/22)



Plat of
TM Center East Subdivision No. 1

Book _____ Page _____

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND BEING 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 S00°33'33"W A DISTANCE OF 2638.39 FEET FROM A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 14, THENCE FOLLOWING THE SOUTHERLY LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4, S89°11'30"E A DISTANCE OF 831.27 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF S. VANGLARD WAY AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

1. 38.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.50 FEET, A DELTA ANGLE OF 05°11'31", A CHORD BEARING OF N34°50'37"W AND A CHORD DISTANCE OF 38.52 FEET TO A SET 5/8-INCH REBAR;
2. 85.50 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,050.50 FEET, A DELTA ANGLE OF 04°41'51", A CHORD BEARING OF N39°47'56"W AND A CHORD DISTANCE OF 86.53 FEET TO A SET 5/8-INCH REBAR;
3. 49.29 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 221.50 FEET, A DELTA ANGLE OF 12°45'01", A CHORD BEARING OF N51°57'20"W AND A CHORD DISTANCE OF 49.19 FEET TO A SET 5/8-INCH REBAR;
4. 31.3 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 05°38'50", A CHORD BEARING OF N55°20'15"W AND A CHORD DISTANCE OF 3.13 FEET TO A SET 5/8-INCH REBAR;
5. N45°52'27"W A DISTANCE OF 8.37 FEET TO A SET 5/8-INCH REBAR;
6. 24.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 50°20'48", A CHORD BEARING OF N02°41'51"W AND A CHORD DISTANCE OF 23.82 FEET TO A SET 5/8-INCH REBAR;
7. N04°28'41"E A DISTANCE OF 99.03 FEET TO A SET 5/8-INCH REBAR;
8. 82.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 310.43 FEET, A DELTA ANGLE OF 11°28'05", A CHORD BEARING OF N13°41'19"E AND A CHORD DISTANCE OF 82.09 FEET TO A SET 5/8-INCH REBAR;
9. N47°25'28"W A DISTANCE OF 1.36 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF S. WAYFINDER AVE.

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID S. VANGLARD WAY AND FOLLOWING THE EASTERLY RIGHT-OF-WAY LINE OF SAID S. WAYFINDER AVE. THE FOLLOWING SEVEN (7) COURSES:

1. 10.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 311.50 FEET, A DELTA ANGLE OF 01°58'44", A CHORD BEARING OF N02°12'26"E AND A CHORD DISTANCE OF 10.76 FEET TO A SET 5/8-INCH REBAR;
2. N07°48'21"E A DISTANCE OF 10.03 FEET TO A SET 5/8-INCH REBAR;
3. 40.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 310.50 FEET, A DELTA ANGLE OF 07°28'23", A CHORD BEARING OF N29°44'16"E AND A CHORD DISTANCE OF 40.47 FEET TO A SET 5/8-INCH REBAR;
4. 112.44 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 491.62 FEET, A DELTA ANGLE OF 13°06'17", A CHORD BEARING OF N37°01'38"E AND A CHORD DISTANCE OF 112.20 FEET TO A SET 5/8-INCH REBAR;
5. 145.16 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A DELTA ANGLE OF 31°59'20", A CHORD BEARING OF N09°34'24"E AND A CHORD DISTANCE OF 143.39 FEET TO A SET 5/8-INCH REBAR;
6. N79°24'04"E A DISTANCE OF 69.32 FEET TO A SET 5/8-INCH REBAR;
7. 282.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 240.00 FEET, A DELTA ANGLE OF 87°32'27", A CHORD BEARING OF N41°47'51"E AND A CHORD DISTANCE OF 266.82 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S89°11'30"E A DISTANCE OF 550.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S70°42'09"E A DISTANCE OF 167.13 FEET TO A SET 5/8-INCH REBAR;
THENCE S89°11'30"E A DISTANCE OF 254.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°48'30"W A DISTANCE OF 755.00 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4;
THENCE FOLLOWING SAID SOUTHERLY LINE, N89°11'30"W A DISTANCE OF 1,302.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 21.737 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE CREATED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

ROBERT L. PHILLIPS, PRESIDENT
BRIGHTON CORPORATION, AN IDAHO CORPORATION AND MANAGER OF
DWT INVESTMENTS, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
AS TENANT-IN-COMMON OWNER OF LOTS 1, 2 AND 3, BLOCK 1

MICHAEL A. HALL, PRESIDENT
SCS INVESTMENTS, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
AS TENANT-IN-COMMON OWNER OF LOTS 1, 2 AND 3, BLOCK 1

ERIC M. ISOM, CHIEF OPERATIONS OFFICER
BY MANAGEMENT SERVICES, INC., AND MANAGER OF
BVB TEN MILE CROSSING ANNEX, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
AS TENANT-IN-COMMON OWNER OF LOTS 1, 2 AND 3, BLOCK 1

SCHUELS ALL SPORTS, INC., A NORTH DAKOTA CORPORATION,
AS OWNER OF LOT 4, BLOCK 1

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY ROBERT L.
PHILLIPS, AS PRESIDENT OF BRIGHTON CORPORATION, MANAGER OF DWT INVESTMENTS, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY MICHAEL A.
HALL, AS PRESIDENT OF SCS INVESTMENTS, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY ERIC M. ISOM,
AS CHIEF OPERATIONS OFFICER OF BY MANAGEMENT SERVICES, INC., MANAGER OF BVB TEN MILE CROSSING
ANNEX, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF IDAHO }
CITY OF } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY
_____, AS _____ OF SCHUELS ALL SPORTS, INC.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF TM CENTER EAST SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

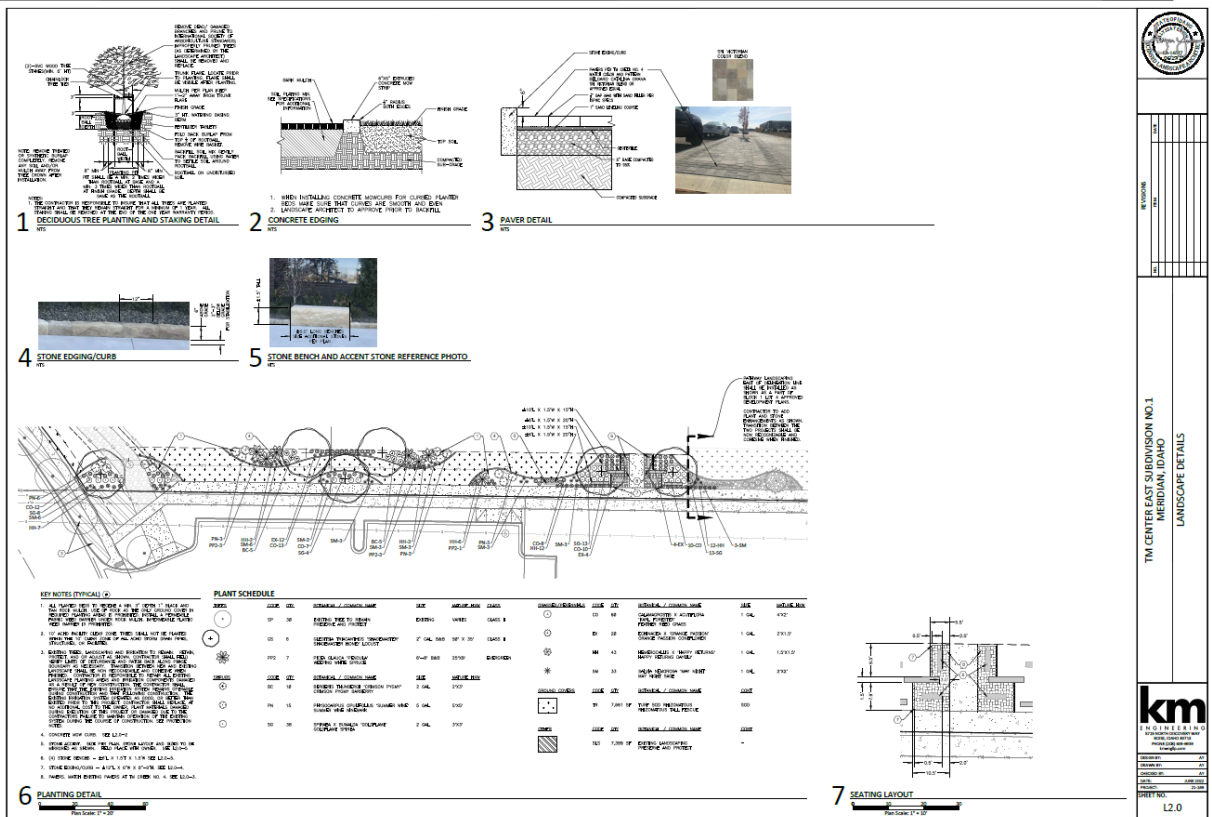
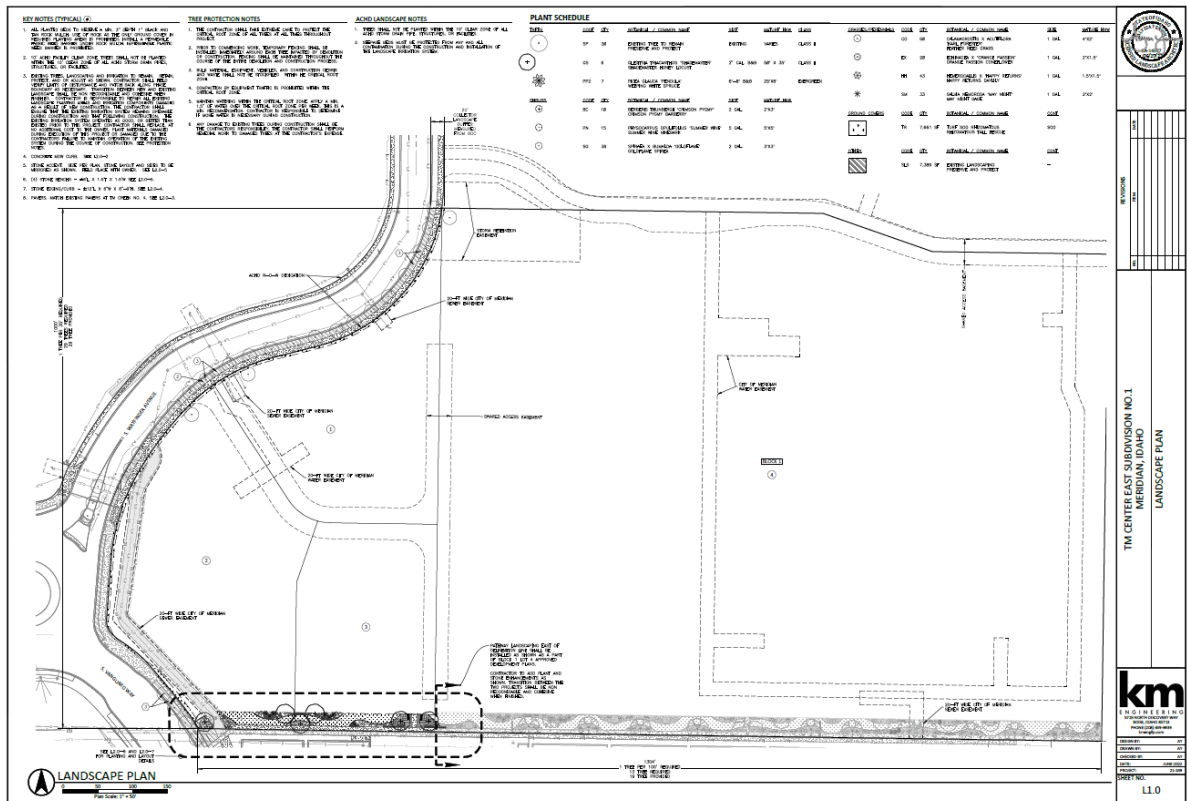


AARON L. BALLARD, P.L.S. 12459



JOB NO. 22-006 SHEET 3 OF 4

C. Landscape Plan (dated: 6/17/22)



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 [TM Center H-2020-0074, DA Inst. #2021-089157].
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 final plat, *or* apply for a time extension, in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat prepared by KM Engineering, stamped on 5/31/22 by Aaron L. Ballard, included in Exhibit B shall be revised as follows:
 - a. Include the recorded instrument numbers for the City water and sewer, shared access, and storm retention easements graphically depicted on the face of the plat.
 - b. Include the recorded instrument number of the ACHD ROW dedication on the face of Sheets 1 and 2 of the plat, as applicable.
 - c. Note #7: Include the recorded instrument number of the CC&R's.
 - d. Graphically depict minimum 20-foot wide permanent dedicated street buffers along S. Wayfinder Ave. and S. Vanguard Way, collector streets, measured from back of curb. Include a note stating the buffers will be maintained by the property owner or business owner's association, as applicable.
5. The landscape plan prepared by KM Engineering, dated 6/17/22 included in Exhibit C, shall be revised as follows:
 - a. Depict landscaping within the street buffer along S. Wayfinder Ave., and S. Vanguard Way per the standards listed in UDC [11-3B-7C.3a](#) – all required landscape buffers along streets shall be planted with trees and shrubs, lawn or other vegetative groundcover.
6. The subject property shall be subdivided prior to issuance of any Certificates of Occupancy for the site per requirement of the Development Agreement.
7. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

Site Specific Conditions:

1. The bottom of structural footing shall be set a minimum of 12-inches above the highest established normal ground water elevation.
2. Maintenance of any irrigation and/or drainage pipes or ditches crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity or lot owner's association.

General Conditions:

3. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications. Sewer main extension is being constructed as part of application LDIR-2022-0031.
4. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works. Water main extension is being constructed as part of application LDIR-2022-0031
5. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
6. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
7. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat..
8. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211. Warranty surety will be required under application LDIR-2022-0031.
9. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have

been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.

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

Sonya Allen

From: Joshua Beach <JBeach@brightoncorp.com>
Sent: Wednesday, August 10, 2022 3:02 PM
To: Sonya Allen; Clerks Comment
Cc: Bill Parsons
Subject: RE: TM Creek East No. 1 FP-2022-0021 Staff Report for Council on 8/16

External Sender - Please use caution with links or attachments.

Sonya, we are in agreement with the condition in the staff report.

Josh Beach | Assistant Project Manager-Entitlement
BRIGHTON CORPORATION
Brighton – Creating Great Places
2929 W. Navigator Dr., Suite 400, Meridian, ID 83642
Mobile 208.871.3812
brightoncorp.com

From: Sonya Allen <sallen@meridiancity.org>
Sent: Wednesday, August 10, 2022 11:46 AM
To: Clerks Comment <comment@meridiancity.org>
Cc: Bill Parsons <bparsons@meridiancity.org>; Joshua Beach <JBeach@brightoncorp.com>
Subject: RE: TM Creek East No. 1 FP-2022-0021 Staff Report for Council on 8/16

Please replace the report I sent earlier with this one; the map was incorrect in it. Thanks

Sonya Allen | Associate Planner
City of Meridian | Community Development Department | Planning Division
33 E. Broadway Ave., Ste. 102, Meridian, Idaho 83642
Phone: 208-884-5533 | Direct/Fax: 208-489-0578



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

From: Sonya Allen
Sent: Wednesday, August 10, 2022 10:46 AM
To: City Clerk - Land Use Items (comment@meridiancity.org) <comment@meridiancity.org>
Cc: Bill Parsons <bparsons@meridiancity.org>; 'Joshua Beach' <JBeach@brightoncorp.com>
Subject: TM Creek East No. 1 FP-2022-0021 Staff Report for Council on 8/16

Attached is the staff report for the final plat for TM Creek East #1. This item is scheduled to be on the consent agenda at the City Council work session on 8/16. The meeting will be held at City Hall, 33 E. Broadway Avenue, beginning at 4:30 pm. Please call or e-mail with any questions.

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

Thanks,

Sonya Allen | Associate Planner

City of Meridian | Community Development Department | Planning Division

33 E. Broadway Ave., Ste. 102, Meridian, Idaho 83642

Phone: 208-884-5533 | Direct/Fax: 208-489-0578



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AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Black Cat Industrial Project (H-2021-0064) by Will Goede of Sawtooth Development Group, LLC, Located at 350, 745, and 955 S. Black Cat Rd. and Parcel S1216131860

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



In the Matter of the Request for Annexation of 126.57 Acres of Land from RUT in Ada County to the I-L (125.59 Acres) and R-15 (0.98 Acres) Zoning Districts, by Sawtooth Development.

Case No(s). H-2021-0064

For the City Council Hearing Date of: August 16, 2022 (Findings on September 6, 2022)

A. Findings of Fact

1. Hearing Facts (hearing date of August 16, 2022; original CC staff report date: December 21, 2021, incorporated by reference)
2. Process Facts (hearing date of August 16, 2022; original CC staff report date: December 21, 2021, incorporated by reference)
3. Application and Property Facts (hearing date of August 16, 2022; original CC staff report date: December 21, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (hearing date of August 16, 2022; original CC staff report date: December 21, 2021, 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 development agreement provisions set forth in the attached Staff Report for the hearing date of August 16, 2022, incorporated by reference. The provisions

are concluded to be reasonable and the applicant shall meet such requirements in accord with the approval of the application.

C. Decision and Order

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

1. The applicant's request for annexation is hereby approved per the development agreement provisions in the Staff Report for the hearing date of August 16, 2022, 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 16, 2022

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED _____

COUNCIL VICE PRESIDENT JOE BORTON VOTED _____

COUNCIL MEMBER JESSICA PERREAULT VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER TREG BERNT VOTED _____

COUNCIL MEMBER LIZ STRADER VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert Simison

Attest:

Chris Johnson
City Clerk

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

By: _____ Dated: _____
City Clerk's Office

STAFF REPORT

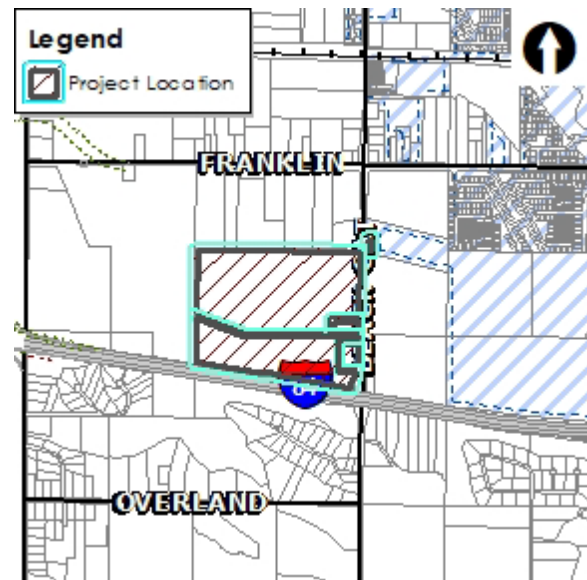
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 12/21/2021
 TO: Mayor & City Council
 FROM: Alan Tiefenbach
 208-884-5533

SUBJECT: H-2021-0064
 Black Cat Industrial

LOCATION: The site is located at 350, 745, 935, and
 955 S. Black Cat Road and Parcel
 S1216131860



I. PROJECT DESCRIPTION

Annexation of 129.21 acres of land with the I-L zoning districts to allow industrial development. This application also includes a proposal to annex a 0.98-acre property with the R-15 zone district to provide the required annexation path.

NOTE: Staff has met with the applicant numerous times to discuss this project. Staff has expressed many concerns including the lack of compliance with the Ten Mile Interchange Specific Area Plan (TMISAP) in both use and design, potential traffic impacts, probability of low job generation, and whether the timing is right for a development of this magnitude in this location when other properties on the east side of N. Black Cat Road have not fully built out as approved.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	130.2 acres	
Future Land Use Designation	Medium High Density Residential for the 0.98-acre parcel to the east, Mixed Employment and Low-Density Employment for the 129 acres to the west.	
Existing Land Use(s)	Vacant and Single Family Residential	
Proposed Land Use(s)	Industrial business complex	
Lots (# and type; bldg./common)	5 existing lots, no platting proposed with this application	
Phasing Plan (# of phases)	Phase Plan indicates 3 phases	
Number of Residential Units (type of units)	One single family residence being retained.	

Description	Details	Page
Density (gross & net)	N/A	
Physical Features (waterways, hazards, flood plain, hillside)	The Rosenlof Drain is indicated along the northern property line, but not on the subject property.	
Neighborhood meeting date; # of attendees:	August, 9, 2021, 22 attendees including the applicants	

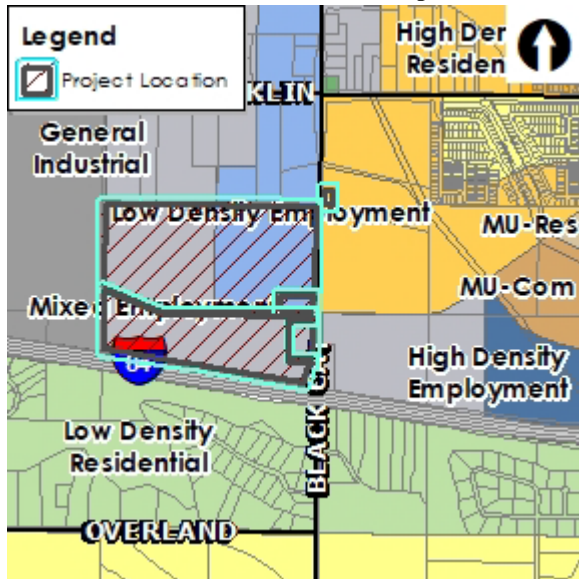
B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> Staff report (yes/no) Requires ACHD Commission Action (yes/no) 	Yes No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	S. Black Cat Rd. is existing, concept plan indicates east-west collector through the middle of the site, and new north-south collector at west property line.	
Traffic Level of Service	Better than "E".	
Stub Street/Interconnectivity/Cross Access	East west collector bisecting the property, and a north-south collector running along western property line proposed.	
Existing Road Network	S. Black Cat Rd and W. Franklin Rd	
Existing Arterial Sidewalks / Buffers	There are no existing buffers or sidewalks along S. Black Cat Rd.	
Proposed Road Improvements	Applicant would be required to improve S. Black Cat Rd with 17 feet of pavement and curb, gutter and sidewalk. Applicant would also be required to construct two east-west collectors (one through the middle of the site, one along the northern property line, and one north-south collector along the western property line.	
Fire Service		
<ul style="list-style-type: none"> Fire Response Time Comments 	<ul style="list-style-type: none"> Project can be served, but will be out of 5-minute response time. Station 6 is closest at about 6 to 7 minutes away. All buildings will be sprinklered and may need fire pumps to meet fire flow. The entire project will require secondary access that meets the 2018 IFC. The proposed fire station property is in a good location for the MFD future station areas, but at this time there is no avenue to trade the property for impact fees. The city would need to purchase the property outright. 	
Police Service		
	No comments	
Wastewater		
<ul style="list-style-type: none"> Distance to Sewer Services Sewer Shed WRRF Declining Balance Project Consistent with WW Master Plan/Facility Plan Issues / Comments 	Directly Adjacent South Black Cat Trunkshed 14.21 Yes Flow is committed.	

Description	Details	Page
	<p>Public works is okay with the building up of the site to accommodate sewer as long as surface slopes are no more than 3:1</p> <p>All drainage is retained onsite.</p> <ul style="list-style-type: none"> • There are multiple 8" lines without easements. Easements must be provided for 8" mains, however, based off flows these could be decreased to 6" service lines. • Ensure no sewer services pass through infiltration trenches. 	
Water		
<ul style="list-style-type: none"> • Distance to Water Services 	340 ft.	
<ul style="list-style-type: none"> • Pressure Zone 	1	
<ul style="list-style-type: none"> • Water Quality 	No concerns	
<ul style="list-style-type: none"> • Project Consistent with Water Master Plan 	Yes	
<ul style="list-style-type: none"> • Impacts/Concerns 	<ul style="list-style-type: none"> • Water will be provided initially from pressure zone 1, but will be from pressure zone 2 when development from the east connects. Pressure change will be approximately 22 psi higher. • Provide for water connections at future road connections to east and west (blind flange or stub to PL as appropriate. • Ensure adequate valving is provided to allow future pressure zone change. • Existing wells must be decommissioned according to IDWR rules which include employing methods to ensure grout fills the annular space outside of the well casing. Record of abandonment must be provided to the City prior to final plat signature. 	

Project Area Maps

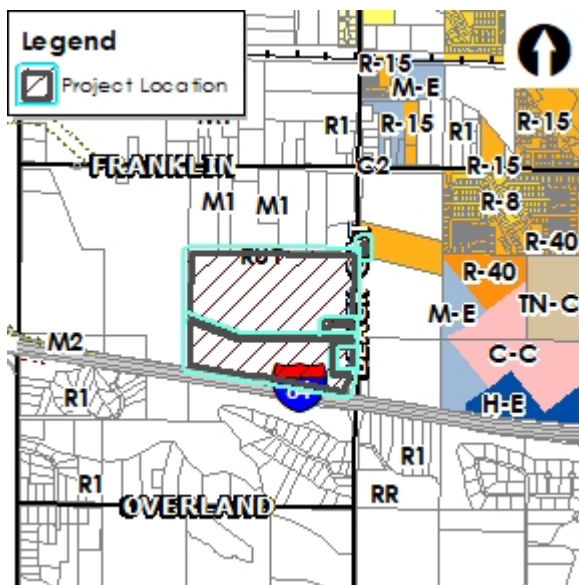
Future Land Use Map



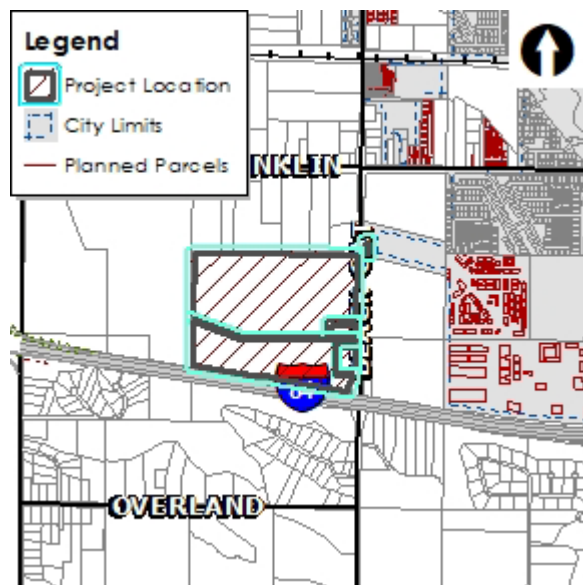
Aerial Map



Zoning Map



Planned Development Map



Applicant Information

A. Applicant / Owner:

Will Goede, Sawtooth Development – 371 N. Main St. Ste 201, Ketchum, ID 83340

B. Representative:

The Land Group – 462 E. Shore Dr, Ste 100, Eagle, ID 83616

III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	11/2/2021	7/31/2022
Radius notification mailed to properties within 300 feet	10/28/2021	7/28/2022
Sign Posting	10/29/2021	12/2/2021
Nextdoor posting	10/28/2021	7/29/2022

IV. STAFF ANALYSIS

This is a proposal for annexation of 129.21 acres of land with the I-L zoning districts to allow an industrial development including 9 buildings ranging in size from 131,000 to 342,160 sq. ft. (Buildings A-J) and 7 smaller commercial buildings ranging in size between 6,800 to 33,600 sq. ft. (Buildings K1-M1). This application also proposes to annex an 0.98-acre property with the R-15 zoning district for the sole purpose of making this property contiguous with City limits in order to request annexation.

A. Annexation and Zoning

The applicant proposes to annex the 0.98-acre parcel with the R-15 zoning district in order to achieve the contiguity to be eligible to annex the 129.21 acres of property on the west side of S. Black Cat Rd. The applicant proposes to rezone the remaining 129.21 acres west of S. Black Cat Rd. to I-L (Light-Industrial). As is discussed below, staff does not support rezoning to I-L and finds M-E would be the appropriate zoning as indicated in the TMISAP. Staff does find the Plan supports rezoning the 0.98-acre parcel to R-15, although the applicant has not offered any additional details regarding future use of this property other than the existing residence will remain.

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The subject properties are within the *Ten Mile Interchange Specific Area Plan (TMISAP)*. The Plan designates 745 S. Black Cat Road and the eastern half of Parcel # S1216131860 for Low Density Employment (Buildings K1-M1). The Plan designates the western half of Parcel #S1216131860, 935 S. Black Cat Rd and all of Parcel #S1216417365 for Mixed Employment (Buildings A-J). The property at 350 S. Black Cat Rd (east side of N. Black Cat Rd) is designated for High Density Residential (density range of 8 to 15 dwellings / acre).

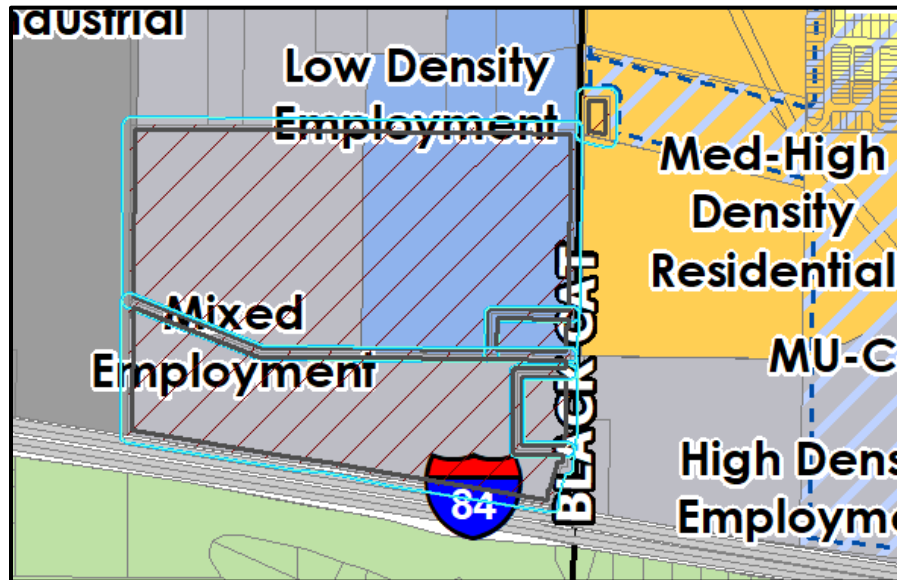
i. Low Density Employment

This use is defined by the TMISAP as low-rise office and specialized employment areas. Low Density Employment areas should provide a variety of flexible sites for professional offices and similar businesses. Low Density Employment areas should be designed with elements of Traditional Neighborhood Design. Design and development standards such as landscaping, pedestrian circulation and connection to open spaces, are recommended to help make developments more attractive, engaging and accessible places. Appropriate land uses include corporate and business offices as well as research facilities and laboratories.

ii. Mixed Employment

This use is described by the TMISAP as an area to encourage a diversity of compatible land uses that may include a mixture of office, research and specialized employment

areas, **light industrial including manufacturing and assembly**, and other miscellaneous uses. Mixed Employment areas should provide a variety of flexible sites for small, local or start-up businesses, as well as sites for large national or regional enterprises. Mixed density employment will accommodate a wide variety of employers and serve as a primary gateway to Meridian and Meridian's prosperity.



Applicant's proposal:

The applicant requests to annex and zone the 129.21 acres of property west of S. Black Cat Rd to I-L. The applicant requests to annex and zone the 0.98-acre parcel at 350 S. Black Cat Rd to R-15. The applicant's narrative states their proposal meets the TMISAP intent of low-density employment and mixed employment areas as it would provide a variety of flexible sites and allow the larger double and single loaded light-industrial buildings to be divided into spaces as small as 18,000 square feet. The narrative states the Black Cat Business center would provide in-demand manufacturing, heavier office build-out, flex industrial and accessory retail, warehousing and distributing facilities in this region. It mentions the Mixed Employment designation in the TMISAP does list light industrial as one of the appropriate uses. Finally, the narrative notes the City of Meridian has less than a 1 percent vacancy rate for industrial business uses, and the Treasure Valley as a whole lags behind its peer markets.

The concept plan submitted by the applicant indicates 7 buildings ranging in size between 6,800 to 33,600 sq. ft directly adjacent to the west side of S. Black Cat Rd (Buildings K1-M1). The applicant's narrative states that in this area the project includes flex incubator buildings which could be divided into spaces as small as 2,500 square feet. The applicant also proposes to set-aside an approximately 18,000 sq. ft. lot for a potential 10,000 sq. ft. fire/emergency services station.

On the remainder of the subject properties to the west, the concept plan reflects 9 very large buildings ranging in size from between 131,820 sq. ft. to 293,280 sq. ft. to a total of 1,897,480 sq. ft. (Buildings A-J). These buildings are oriented with one row north of a new collector and one row south of the new collector. The concept plan shows multiple loading bays on all buildings and a wide collector street to accommodate large truck traffic.

Staff Response:

Staff does not support annexation and zoning to I-L as I-L would allow uses not supported by the Plan in this area. Staff's response to the applicant has been that the TMISAP vision for the area adjacent to I-84 is an employment district that will support the creation of more than 20,000 jobs offered by a wide variety of employers. It should serve as a primary gateway to Meridian and Meridian's prosperity, and provide local employment to the large amount of new residential across S. Black Cat Rd to the east and W. Franklin Rd to the north and east. Staff notes the TMISAP states "the City knows that this is one of the last remaining large, contiguous areas of highly visible, easily accessible, and developable land within the City of Meridian's Area of Impact."

The applicant's narrative mentions light industrial is listed as one of the appropriate uses in the Mixed Employment Plan Area. This is correct, **but the TMISAP refers to light industrial as manufacturing and assembly**, which is consistent with the definition of light industrial per UDC 11-1A-1. **Although the I-L Zoning District could allow numerous primary jobs, it also allows uses by right that would not be consistent with the goal for Mixed Employment per the TMISAP. This includes warehousing, distribution and self-storage, which typically does not produce a large number of primary jobs.** Other uses allowed by right which staff believes are not consistent with the Plan include contractor's yards, equipment rental and sales, vehicle repair, and car dealerships. The plan designates these types of industrial uses to occur adjacent to W. McDermott Rd, further west of the subject property, away from the residential that is intended to develop across S. Black Cat Rd to the east.

Based on the concept plan that has been provided by the applicant, the majority of the plan suggests a warehouse and distribution / storage development. This is in contrast to the TMISAP vision for sense of place, traditional neighborhood design, streets designed to serve all users, and multi-story construction (although the smaller Buildings K1-M1 directly adjacent to S. Black Cat Rd, would be closer to the TMISAP vision).

Staff has recommended the applicant apply to rezone to Mixed Employment (M-E), which allows the mixture of office, research, specialized employment areas and the type of light industrial (manufacturing and assembly) which is intended for this area by the Plan. The applicant has elected to proceed with I-L zoning.

Staff agrees there may be a strong market demand for industrial uses, but the Plan specifically says the intent of the TMISAP is to create a place that will add to the long-term economic stability of the City of Meridian, not just respond to immediate market forces and trends (page 3-3).

C. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

- Focus on developing industries that exceed the living wage, such as technology, healthcare and other similar industries. (2.06.01E)

The TMISAP designates the subject property (except for 0.98-acre 350 S. Black Cat Rd) for low density and mixed employment. These areas are intended to capture full economic advantage of the Ten Mile interchange to enhance the long-term fiscal health of the City of Meridian and the Treasure Valley. Although annexing and zoning this area to I-L could create primary jobs as anticipated by the Plan, it could also allow uses such as distribution, warehousing and self-storage that would not create a significant amount of primary-wage jobs.

- Ensure that regulations and plans support and encourage desired development and land use patterns within the Area of City Impact. (3.01.01C)

*The TMISAP specifically targets the subject property to accommodate a wide variety of employers and serve as a primary gateway to Meridian and Meridian's prosperity. There are additional design guidelines to create an environment that has a significant degree of coherence and continuity. **The annexation of the subject property for the industrial uses described by the narrative and depicted on the concept plan do not meet the intent of the Plan in both use and design. Also, the Community Planning Association of Southwest Idaho (COMPASS) has submitted a development review letter. The summary of the letter indicates that COMPASS finds the level of stress on the roads would be "R" (unsatisfactory), it would lead to further decrease in the jobs / housing balance, and is not within the ½ mile walkable distance preferred for transit and goods and services.***

- Evaluate development proposals based on consistency with the vision as well as physical, social, economic, environmental, and aesthetic criteria. (3.01.01D)

The TMISAP vision for this area is an employment-generating center that buffers the community from I-84 and the future extension of Highway 16, and serves the employment areas with easy access to markets, high-speed transportation facilities, and employees across the Treasure Valley. The TMISAP contains additional design standards for this area to create a sense of place and a unique identity. The proposed annexation and zoning to I-L to allow an industrial development of large distribution-style warehouses bisected by a wide collector road to facilitate freight traffic is not consistent with the Plan vision or the design for this area.

- Promote Ten Mile, Downtown, and The Village as centers of activity and growth. (2.09.03B)

As already mentioned, the TMISAP designates this area for an employment center for the local population in close proximity to nearby residences. Rezoning to I-L to allow a distribution and warehousing development would provide growth, but not the type anticipated by the Plan.

Establish distinct, engaging identities within commercial and mixed-use centers through design standards. (2.09.03A)

The Ten Mile Interchange Specific Area Plan focuses on developing an area that has an identity of its own, but which links to the nearby development. The current application could allow numerous uses not desired by the Plan, with monotonous architecture and design not consistent with the design guidelines. This does not further the intent of the Plan to create a unique sense of place.

- Slow the outward progression of the City's limits by discouraging fringe area development; encourage development of vacant or underutilized parcels currently within City limits. (4.05.03B)

*This applicant proposes to annex 129 acres of undeveloped property which is surrounded by unincorporated land on all sides except at the northeast corner, in which the 0.98-acre parcel is being annexed in order to achieve the required contiguity. Further, much of the property to the east is not annexed or annexed with development agreements, but not built-out to their full capacity, further exacerbating the strain on the transportation network in the area. Full impacts on the transportation system will not be known with this development until the applicant completes a traffic study for ACHD to review and approve. **There are no anticipated improvements to S. Black Cat Rd and W. Franklin Rd in the short term, and the closest water and sewer connection is approximately 340 feet to the north of the property. This would be considered unorderedly and fringe development.***

D. Existing Structures/Site Improvements:

The majority of the property is vacant, except there is single family and agricultural development located at 935 and 745 S. Black Cat Rd. If these properties were rezoned to I-L, the residential and agricultural buildings should be removed.

E. Proposed Use Analysis:

The applicant proposes to zone to I-L. As mentioned above, staff believes the I-L district allows uses by-right which are not consistent with the high employment-generating uses intended for this area by the Plan, and the concept plan suggests a distribution and warehousing (or self-storage) development. **Staff finds Mixed Employment (M-E) is the zone district which is more consistent with the TMISAP for this area.**

Staff believes the proposal to annex and zone 350 S. Black Cat Rd to R-15 would generally be consistent with the Medium High-Density Residential designation of the TMISAP. The applicant has not submitted any additional information for this property other than annexation of this property is necessary for the remaining 129.21 acres to be eligible for annexation. If the subject annexation is approved, the existing residence would need to connect to City services.

F. Specific Use Standards (*UDC 11-4-3*):

UDC 11-4-3-25 (Industry, light and heavy) requires all shipping and delivery and outdoor activity areas to be at least 300 ft. from any abutting residential district. Applications should identify how proposed use will address impacts of noise and other emissions on residential districts.

The concept plan shows the outdoor loading and activity areas are at least 300 ft. from the adjacent residential district to the east. The applicant does not provide an explanation regarding potential impacts and / or how they would be mitigated.

G. Dimensional Standards (*UDC 11-2*):

The I-L zoning district requires a 35' street setback, 20' landscape buffer along collector streets, 25' wide buffer along arterial streets, and allows height up to 50'. The concept plan and elevations submitted appear to meet these requirements.

The TMISAP introduces basic rules of good design. This includes buildings built to public rights-of-way, easy pedestrian access, narrow streets to slow traffic, and the facades of larger commercial buildings being broken down into short frontages with "big boxes" being wrapped in smaller commercial, residential, and office uses.

With some revisions, staff believes Buildings K1-M1 as shown on the concept plan could mostly reflect these principles, although the buildings are oriented around a central parking lot rather than a courtyard. Also, the TMISAP mentions building frontages, rather than surface parking lots and landscaped areas, should "hold the corners" by framing sidewalks or public spaces whereas the entrance of this development from S. Black Cat Rd consists of landscaping and parking lots with building maintaining larger setbacks.

The larger buildings A-J are oriented to a wide collector street, have larger front setbacks, have single building frontages between 180 ft. and 470 ft. in length, and are not broken down or wrapped with smaller buildings. Staff does not believe this encapsulates the TMISAP principals for design envisioned for this area and is skeptical the concept plan could be designed to meet these principles for the use as proposed. **The City Council should decide whether this type of industrial use is appropriate in this area.**

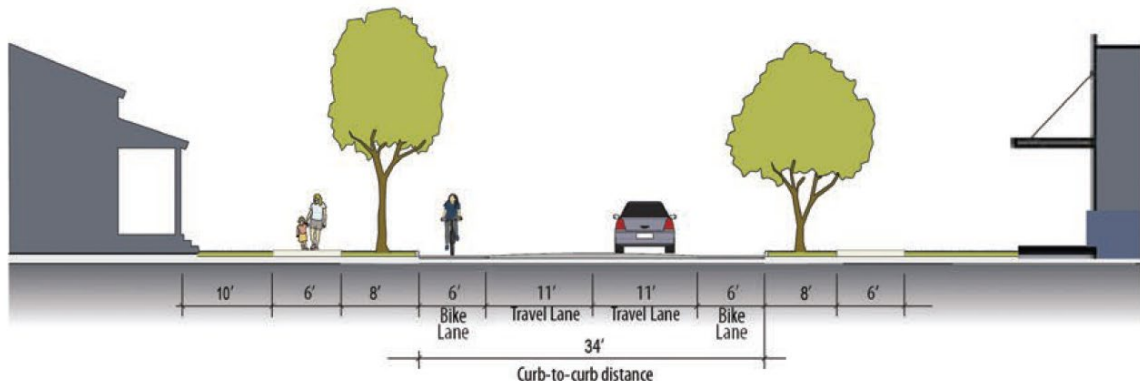
H. Access (*UDC 11-3A-3, 11-3H-4*):

W. Franklin Rd west of the subject property is presently 2 lanes with no curb, gutter or sidewalk, and narrows to one lane west of S. Black Cat Rd. S. Black Cat Rd. is presently 2 lanes with no curb, gutter or sidewalk. The ACHD Capital Improvements Integrated Five Year Work Plan (IFYWP) shows the intersection of Franklin Road and McDermott Road to be constructed as a multi-lane roundabout sometime after 2026. Black Cat Rd is listed to be widened to 5 lanes between W. Overland Rd. to W. Franklin Road in 2036 to 2040. W. Franklin Rd. is planned to be widened to 5 lanes between W. McDermott Rd and S. Black Cat Rd from 2026 to 2030. W. Franklin Rd is eventually intended to connect to SH 16 by a signalized intersection.

The TMISAP Transportation System Map shows a new collector street bisecting the property east to west and a new north-south collector street at the western property line (page 3-18). The TMISAP notes the primary purpose of the collector is to serve short length neighborhood trips and to channel traffic from local streets and abutting properties to minor and principal arterials (page 3-19).



The TMISAP Street Section Map designates new collectors in this area to be Street Section C (page 3-20). Section C represents the major collector streets to provide access from adjacent arterial streets into the employment areas. Street Section C (below) includes 11 ft. wide travel lanes, 6 ft. wide bike lanes, 8 ft. wide carriage strips, 6 ft. wide sidewalks and approximately 10 ft. setback from the back of detached sidewalks to the building wall (to a total width of 68'). This is consistent with the “complete street” concept discussed by the TMISAP to provide a street that works for motorists, bus riders, bicyclists, and pedestrians, including people with disabilities and to provide traffic calming.



The concept plan provided by the applicant reflects the east-west collector bisecting the site to be 60' wide with all of this being travel lanes, and detached pathways and landscaping outside of the 60' of travel lanes. Rather than on-street parking, there are several rows of parking between building fronts and the road. Page 7 of the narrative states that the “new collector road bisecting

the development site will “provide easy freight access to the project” which is indicative of a typical industrial development. This is not consistent with the mixed employment area and with the street design principals on Page 3-20 of the TMISAP which state that “streets should be designed and sized to optimize pedestrian comfort and to facilitate slow-moving vehicular traffic.”



In addition to the collectors shown on the TMISAP Transportation System Map, the TMISAP Land Use Map (Page 3-16) shows a desired local street bisecting the site north to south. Also, ACHD has commented a third collector street is required along the Rosenlof Drain, at the northern perimeter of the property (the local street would connect the two east-west collectors). Although staff has mentioned to the applicant to provide this north-south local street, this connectivity is not provided on the concept plan. The northernmost collector as required by ACHD is also not shown.

A traffic impact study is not a required item for an annexation application. However, staff notes this application proposes almost 2 million sq. ft. of new commercial or industrial square footage. Although the immediate area is mostly undeveloped, there is a significant amount of development in the vicinity which can be or has already been built, has been approved, or is in the development application stage. This includes 330 single family lots and 240 apartments in the Braya Subdivision across S. Black Cat Rd. to the east, and the large amount of commercial and residential development occurring at the 10 at Meridian, Vanguard Village, Ten Mile Crossing and TM Creek Crossing developments on both sides of N. Ten Mile Rd. south of W. Franklin Rd. Staff has mentioned to the applicant that the traffic impacts of nearby development already entitled have yet to be realized, there are no anticipated road improvements to W. Franklin Rd and S. Ten Mile Rd. in this area in the short term, and has expressed concerns regarding how the impacts of 2 million square footage of new industrial would affect the road network. The applicant has not provided any additional analysis.

I. Parking (UDC 11-3C):

UDC 11-3C-6 requires one space for every two thousand sq. ft. of gross floor area in industrial districts. With Buildings A-J listed on the concept plan as comprising 1,900,000 sq. ft. +/-, this amounts to 950 parking spaces, whereas based on the numbers given on the concept plan, the number of parking spaces provided well exceeds this requirement. Future planning land use applications will determine the required number of parking spaces for all uses.

The TMISAP encourages on-street parking throughout the Ten Mile Interchange Area where appropriate. Not only does on-street parking significantly add to the supply of needed parking

spaces, it provides an additional layer of physical and psychological separation between cars moving along the street and pedestrians, shoppers, diners and others on the sidewalks. Parking lots should not dominate the frontage of pedestrian-oriented streets or interrupt key pedestrian routes. Ideally, parking lots should be located behind or underneath buildings or within the interior of blocks. Less ideally, lots can be located beside the structures they serve. All parking lots visible from public thoroughfares should be screened by plantings or walls or a combination of the two. (page 3-26).

As mentioned in the access section above, the concept plan reflects a wide collector street designed for truck traffic with no on-street parking. The majority of parking is provided to the side of Buildings A-J, but there are two rows of parking between Buildings G, H and the collector street. There is also a parking lot directly adjacent to S. Black Cat Rd south of Building M1, and Buildings L2 and L3 are oriented around a central parking lot which is adjacent to S. Black Cat Rd and parking. This is not consistent with the Traditional Neighborhood Design principles of the TMISAP which would support buildings oriented around a plaza, open space or courtyard and buildings rather than landscaping or parking “holding the corners.”

J. Pathways (*UDC 11-3A-8*):

The Pathways Master Plan (PMP) reflects a 10 ft. wide multiuse pathway aligned east-west at the southern perimeter of the site, adjacent to I-84. The concept plan indicates a 10’ wide pathway along the southern perimeter of the site in the general location of the alignment shown on the PMP. It does appear the required 5 ft. wide landscape strip is provided along both sides of the pathway except near the southwest portion of the site.

K. Sidewalks (*UDC 11-3A-17*):

The concept plan indicates detached sidewalks of an unspecified width paralleling the new collector street on both sides, along S. Black Cat Rd., along the western property line, and along landscaped islands running north-south between Buildings K1-M1 and Buildings A-J. Landscaping and / or parkways of an unspecified width are provided on both sides of the detached sidewalks. The sidewalks do provide connectivity throughout the development and to adjacent properties to the north and south. As mentioned in the access section above, the sidewalks are not consistent with Street Section C as it is reflected in the TMISAP. Instead of being components of a walkable street section, they run along a series of parking lots and drive aisles, consistent with what would be expected in a large industrial development.

L. Parkways (*UDC 11-3A-17*):

UDC 11-3A-17 requires parkways of a minimum width of 8 feet. It does appear parkways are incorporated into both sides of all detached sidewalks, although the width of these parkways is not provided.

M. Landscaping (*UDC 11-3B*):

A 50 ft. buffer is required along I-84, a 20-foot wide landscape buffer is required adjacent to collector streets, and a 25-foot wide buffer required adjacent to arterial streets (S. Black Cat Rd). UDC 11-3B-8 has landscape requirements for parking lots including 5 ft. perimeter streets and islands of at least 50 sq. ft. per every 12 parking spaces. The concept plan as submitted does appear to show the minimum landscape requirements are met, although as mentioned in the access section, the proposed collector streets do not appear to meet the Street Section C requirements as mentioned in the access section above. Landscaping requirements would be analyzed with future development.

N. Qualified Open Space (*UDC 11-3G*):

As the development is proposed to be an industrial development, it is not subject to the qualified open space requirements of UDC 11-3G. However, the concept plan does indicate small parks on either side of the collector at the entrance of the development near where it connects to S. Black Cat Rd. Staff does believe this is a nice amenity, although the TMISAP notes that care must be taken to ensure that the programming and use of the space is not disrupted by vehicular traffic (page 3-43).

O. Utilities

Connection to City water and sewer services is required in accord with UDC 11- 3A- 21. Water and sewer are available in S. Black Cat approximately 340 feet north of the property. The applicant will be required to extend the sewer main and provide a connection for the properties across S. Black Cat to the east and south. The applicant will be required to extend the water main, stub the water line at the west property line and loop the line to the north to W. Franklin Rd. Street lighting is required to be installed in accord with the City' s adopted standards, specifications and ordinances and the TMISAP. See Section VIII.B below for Public Works comments/ conditions.

P. Architecture (*UDC 11-3A-19* | *Architectural Standards Manual*):

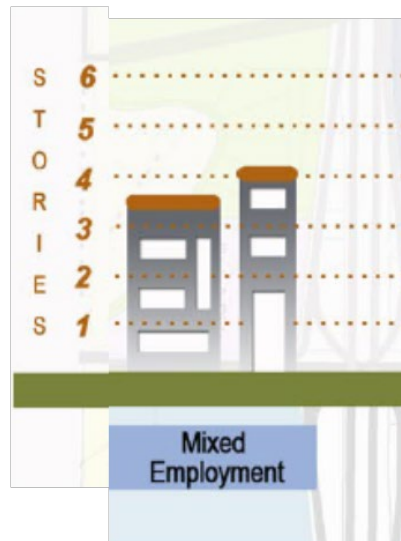
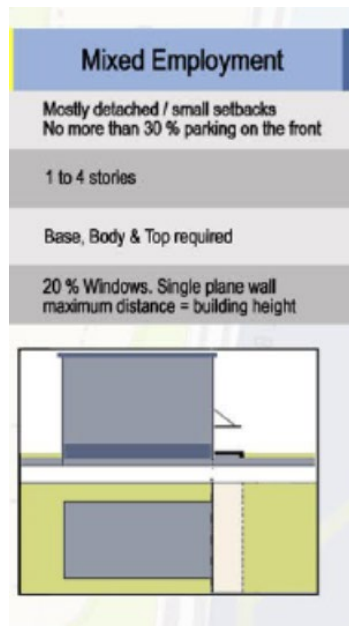
The Architectural Standards Manual (ASM) has specific requirements for industrial developments. Building design should address scale, mass, form, and use a variety of materials and architectural features to ensure an aesthetic contribution compatible with surrounding buildings. There should be modulation in surface plane at no less than 50 ft. intervals. Developments should consider the scale of surrounding buildings. There should be at least 2 pedestrian-scale architectural features, physical distinctions to anchor the building. There should be at least two different field materials, with at least one accent material.

The Design Section of the TMISAP is intended to serve as the basic framework on any given project within the Ten Mile Interchange Area and the basis for development of future design guidelines. Guidelines include the primary façades always including entries into buildings, being faced toward the streets, and entries being located so as to provide direct access from adjacent public spaces, primary streets and activity areas. In the low-density employment and mixed employment areas, low rise buildings of 2-4 stories with shallow setbacks are recommended over much of the area (page 3-38). At least 40% of the linear dimension of the street level frontages shall be in windows or doorways, and buildings should have three separate components – base, body and top. Page 1-3 of the TMISAP contains photographs and design graphics to illustrate the architectural character desired in the Low Density and Mixed Employment Areas.



Low Density Employment

Mixed Employment



The concept elevations provided by the applicant reflect large one-story industrial buildings (with higher ceilings and upper windows to appear as two-story) comprised of tilt-up concrete, CMU, moderate to large setbacks from the street, and frontages with less than the 20% required windows along the streets. Primary entrances are oriented inward toward the parking lots rather than toward the street. The applicant's narrative states that due to security and visibility concerns, the light industrial use of the buildings does not support windows across the entire frontage. As an alternative, they propose enhanced glazing at corner entry elements as shown in the renderings.

Staff notes design can be addressed during the time of the Certificate of Zoning Compliance (CZC). However, due to the proposed use it is unlikely the applicant's proposal as submitted could meet all the design requirements of TMISAP for Low Density and Mixed Employment in this area (such as variation in building height, orientation of primary frontages and massing and ground floor transparency). This proposal is for a large industrial complex with a concept plan suggesting warehousing, storage and / or distribution which would be challenging to design as the TMISAP discusses. **The Planning Commission and City Council should discuss whether the I-L zone district, and the uses that would be allowed, is appropriate in this location.**

V. DECISION

A. Staff:

Staff recommends **DENIAL** of the requested annexation and zoning to I-L and R-15 based on the Findings in section IX.

B. The Meridian Planning & Zoning Commission heard this item on November 18, 2021. At the public hearing, the Commission voted to recommend denial of the subject annexation request.

1. Summary of the Commission public hearing:

- a. In favor: Deb Nelson, Mark Bottles
- b. In opposition: None
- c. Commenting: Deb Nelson and Mark Bottles
- d. Written testimony: Jim and Julie Olsen
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Traffic Impacts
- b. One citizen stated that many of the projected traffic improvements in this area are being removed due to lack of funding.

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

- a. Asked applicant why I-L zoning was being requested and why M-E would not work.
- b. One Commissioner commented that although this was designated as employment center, jobs create more traffic.
- c. Commission voiced concern that the 0.98-acre parcel being annexed was only part of this proposal to make it eligible for annexation.
- d. Mentioned there is a lack of infrastructure, traffic was already an issue and this proposal seemed premature.

4. Commission change(s) to Staff recommendation:

- a. None

C. The Meridian City Council heard this item on December 21, 2021, March 1, April 26 and August 16, 2022. At the public hearing, the Council voted to approve the subject AZ request.

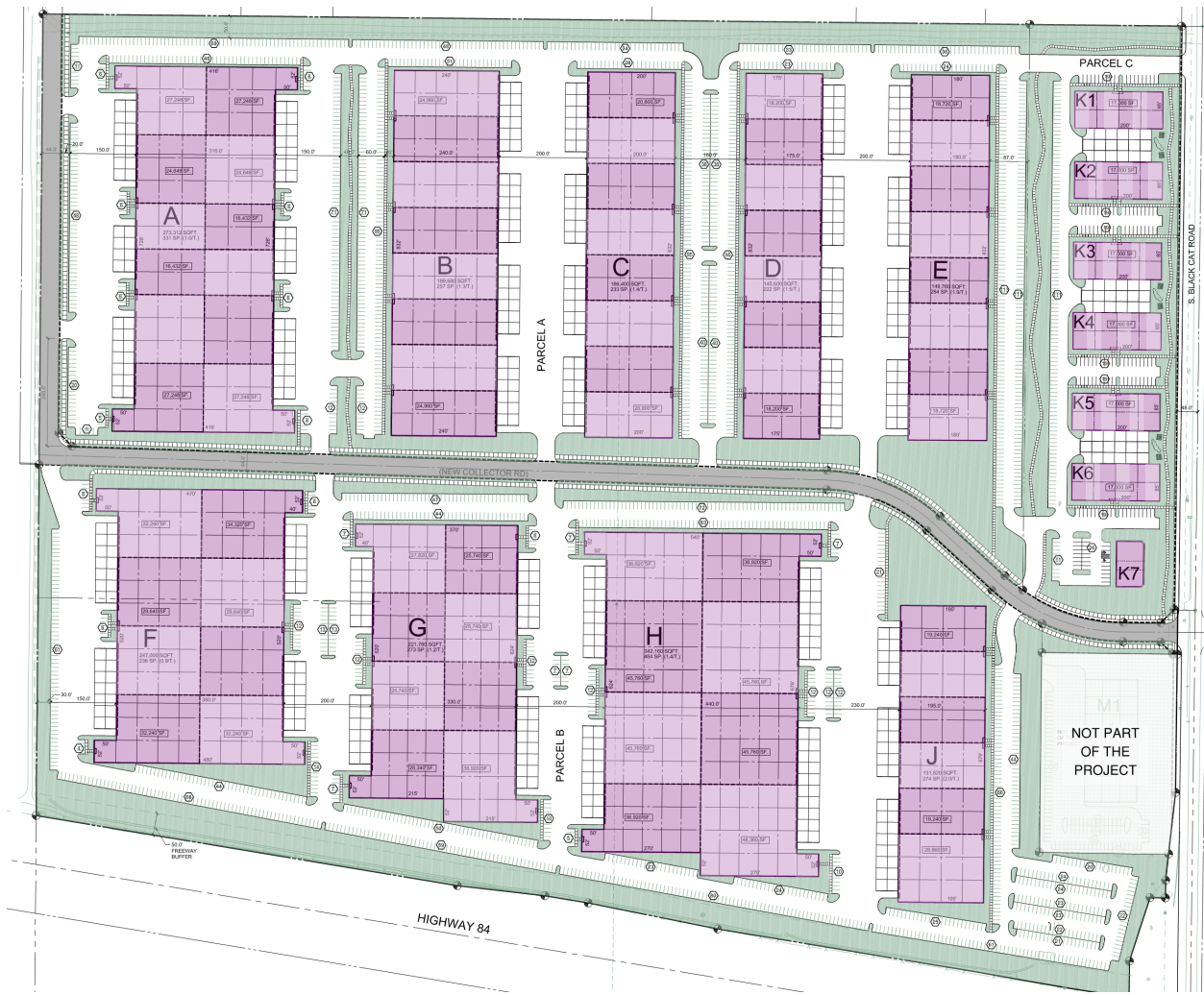
1. Summary of the City Council public hearing:

- a. In favor: Deb Nelson, Tim Wolff, and Shane Felker
- b. In opposition: None
- c. Commenting: Kayla Rich, Corinne Kaddas, Julie Olsen, Terry Nyborg, Kristy Inselman, Paul Sevoy, Drew Eggers, Chris Pearson, Mark Bottles, and Bri Earley
- d. Written testimony: Jim and Julie Olsen, Drew Eggers, Jake Merrill, Jarron Langston, Ronald Van Auker, Chase Weaver, Sam Johnson, Chris Nolan, Jesse Adame, Kathy McManus, Mark Bottles, Terri O'Neal, and Guy Shinn
- e. Staff presenting application: Alan Tiefenbach and Caleb Hood

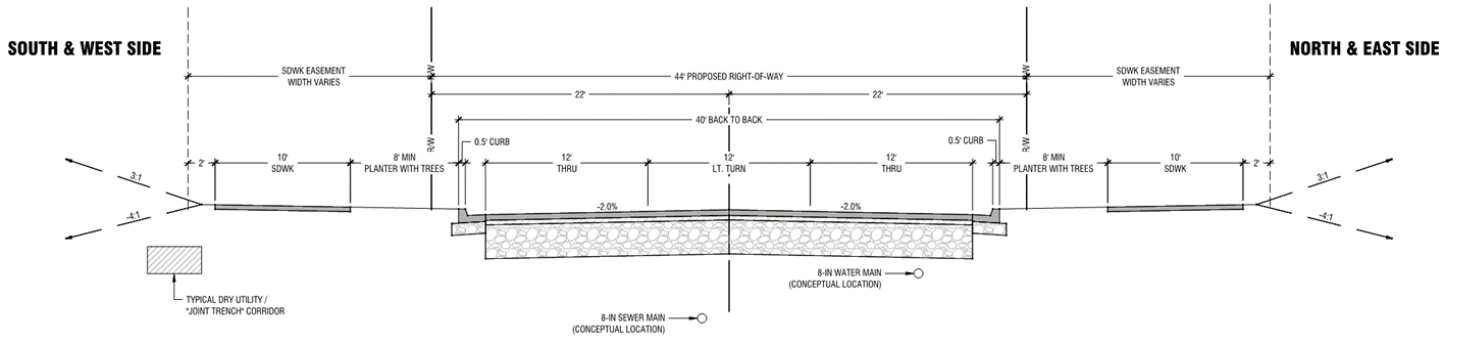
- f. Other Staff commenting on application: Bill Nary and Tori Cleary
- 2. Key issue(s) of public testimony:
 - a. Additional truck traffic on Black Cat Road
 - b. Need for industrial zoned land in the City
- 3. Key issue(s) of discussion by City Council:
 - a. Prohibiting certain uses from developing on the property
 - b. Franklin and Black Cat Road improvements
 - c. Design of the proposed industrial buildings and ensuring some consistency with the TMISAP
 - d. Piping of the Rosenlof of Drain
 - e. Timing for the complete extension of the east/west collector
 - f. Timing for the completion of the traffic study
 - g. Cross access with properties north of the Rosenlof Drain
 - h. Offsite extension of a north/south collector on the Asumendi property
 - i. Timing for the development may be premature
 - j. Comparison of the M-E vs. I-L zoning districts
 - k. Anticipated employment generated from the proposed industrial development
- 4. City Council change(s) to Commission recommendation:
 - a. See section VII. for the applicable development agreement provisions.

VI. EXHIBITS

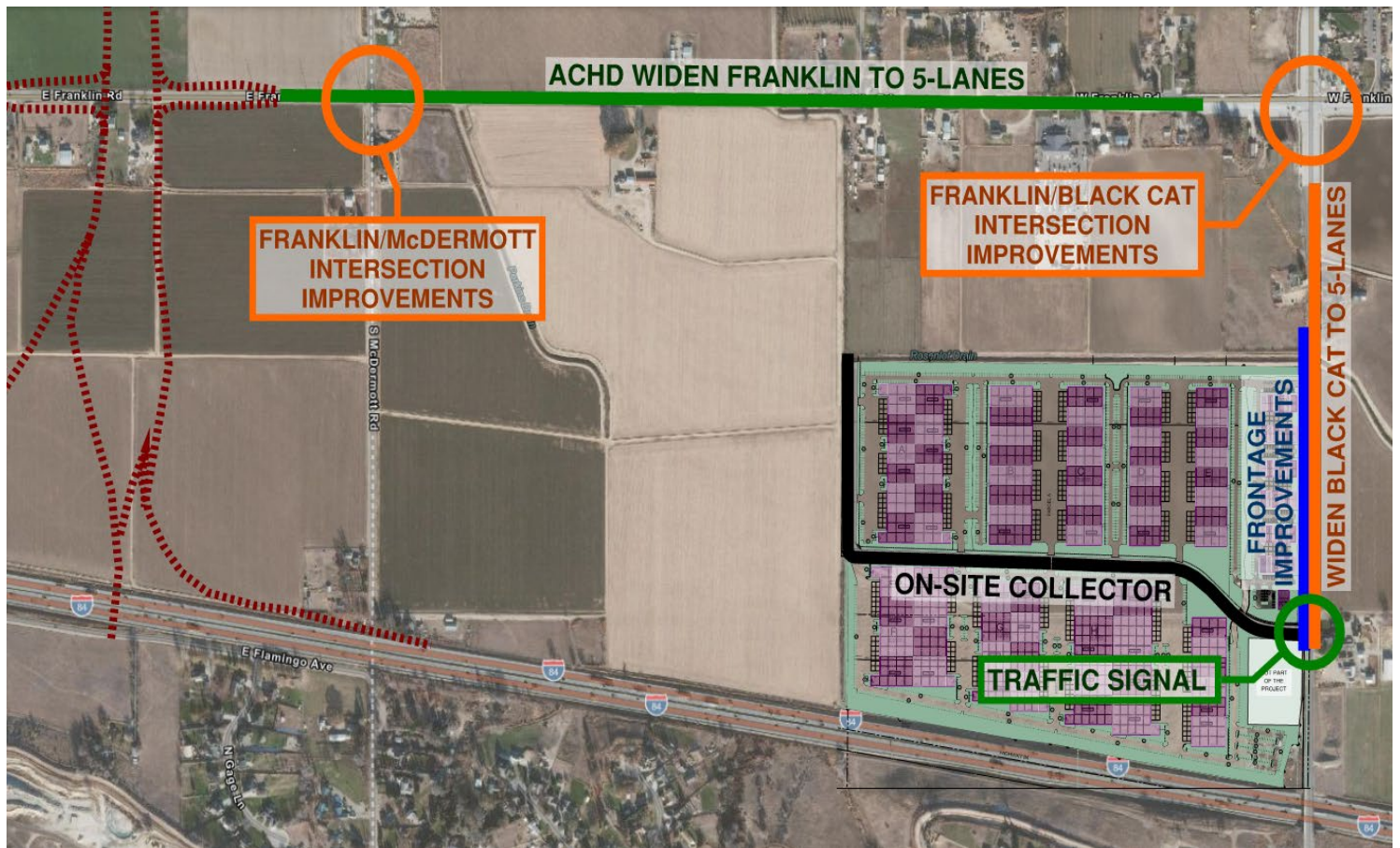
A. Proposed Concept Plan (date: 8/16/2022) (NOT APPROVED)



B. East/West Collector Street Section



C. Roadway Improvement Graphic



D. Annexation Legal Descriptions and Exhibit Map

April 5, 2022
Project No. 121102

EXHIBIT A

BALCK CAT ROAD COMBINED ANNEXATION DESCRIPTION

A parcel of land located in the East Half of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 9, 10, 15 and 16 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 16 bears North 89° 24' 22" West, 2641.42 feet distant);

Thence from said Section Corner, South 00° 43' 09" West, a distance of 1328.57 feet on the East line of said Section 16 to the North 1/16th Corner common to said Sections 15 and 16, said point being the POINT OF BEGINNING;

Thence South 00° 43' 09" West, a distance of 1328.69 feet on the East line of said Section 16 to the East One Quarter Corner of said Section 16;

Thence South 00° 43' 16" West, a distance of 99.88 feet on the East line of said Section 16;

Thence North 89° 16' 53" West, a distance of 347.44 feet;

Thence South 00° 46' 01" West, a distance of 454.28 feet;

Thence South 89° 16' 53" East, a distance of 347.82 feet to a point on the East line of Section 16;

Thence South 00° 43' 16" West, a distance of 460.21 feet on the East line of Section 16 to a point on the centerline of Interstate I-84;

Thence North 80° 32' 51" West, a distance of 2658.94 feet on the centerline of Interstate I-84 to a point on the north-south mid-section line of said Section 16;

Thence North 00° 29' 23" East, a distance of 606.72 feet on the north-south mid-section line of said Section 16 to the Center Quarter Corner of said Section 16;

Thence North 00° 29' 04" East, a distance of 1327.72 feet on the north-south mid-section line of said Section 16 to the Center-North 1/16th Corner of said Section 16;

Thence South 89° 23' 16" East, a distance of 2635.98 feet on the east-west 1/16th line of the Northwest Quarter of said Section 16 to the POINT OF BEGINNING.

The above described parcel contains 125.59 acres more or less.

TOGETHER WITH:

A parcel of land located in the West Half of the Northwest One Quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 9, 10, 15 and 16 of said Township 3 North, Range 1 West, (from which point the West One Quarter Corner of said Section 15 bears South 00° 43' 09" West, 2657.26 feet distant);

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Thence from said Section Corner, South 00° 43' 09" West, a distance of 1117.31 feet on the West line of said Section 15 to the Northwest Corner of that Parcel shown on Record of Survey Number 639 of Ada County Records, said point being the POINT OF BEGINNING;

Thence South 89°16'46" East, a distance of 176.25 feet on the north line of said Record of Survey Number 639;

Thence South 00° 43' 09" West, a distance of 263.50 feet on the east line of said Record of Survey Number 639;

Thence North 75° 41' 51" West, a distance of 181.32 feet on the south line of said Record of Survey Number 639 to a point on the west line of said Section 15;

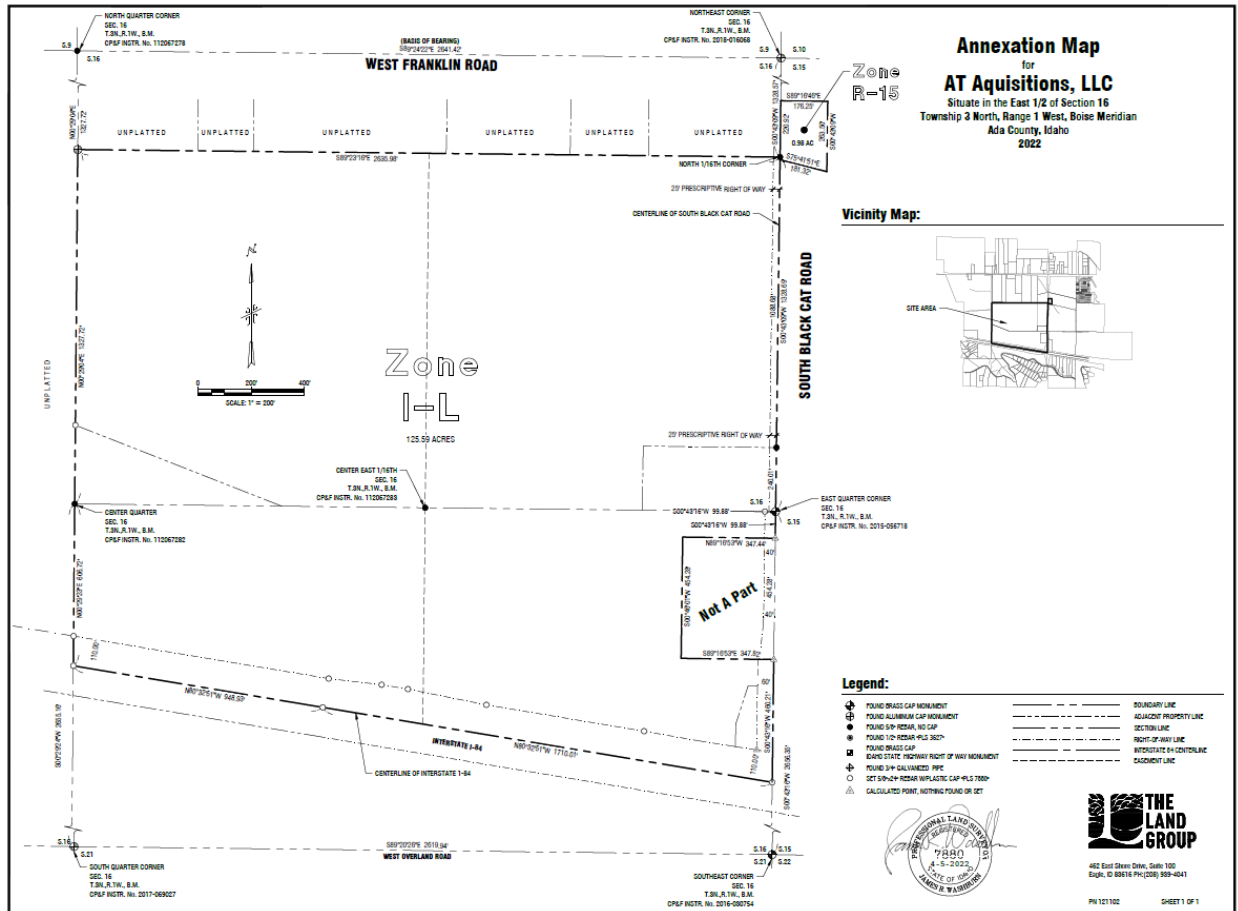
Thence North 00° 43' 09" East, a distance of 220.92 feet on the west line of said Section 15 to the POINT OF BEGINNING.

The above described parcel contains 0.98 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn





VII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1.1. A Development Agreement (DA) for the I-L zoned property is required, which shall at a minimum, incorporate the following provisions:

- a. The property shall be used consistent with the uses and dimensional standards allowed in the I-L zone, which include but are not limited to light manufacturing, research and development, warehousing and distributing (i) "storage facility, self-service"¹ will not be a permitted use on the property; and (ii) vehicle impound sales and repair use must be entirely indoors; otherwise a conditional use permit is required.
- b. Development of the subject property shall be generally consistent with the approved conceptual site plan, attached as Exhibit A.
- c. Development in the I-L Zone shall be generally consistent with the development guidelines contained in the Ten Mile Interchange Specific Area Plan (TMISAP) for Mixed Employment (ME) designated areas, with the following clarifications and exceptions:
 - 1) Only building façades fronting on and adjacent to Black Cat Road, Interstate-84, and the east to west collector road running through the middle of the site shall be considered frontage for the purpose of applying the TMISAP development guidelines. The TMISAP development guidelines shall not apply to any other building façades.
 - 2) Notwithstanding any provision in the TMISAP development guidelines, building façades fronting on and adjacent to the east to west collector road running through the middle of the site, along Interstate-84, and the northern boundary of the site shall be required to have an average of 15% of the linear dimension of the frontage in windows or doorways.
 - 3) Parking is allowed along building frontage, provided that the maximum length of parking along a building frontage does not exceed 30% of the linear dimension of total frontage of all planned buildings combined. Frontage parking restrictions do not apply along Interstate-84 or the northern boundary of the site.
 - 4) When required to be constructed, the east to west collector shall be constructed in conformity with the street section design attached as Exhibit B.
- d. Development in the I-L Zone shall be generally consistent with the Meridian Architectural Standards Manual, and subject to the administrative design review process, with the following exceptions:
 - 1) Requirements shown on Building Scale, Building Form, Architectural Elements, and Materials Standards Tables apply to building facades along Black Cat Road, I-84, and the east to west collector running through the middle of the site. They do not apply to other building facades.

- 2) Loading Docks will be allowed on the western façade along the western boundary of the site.
 - 3) The north facing facades along the northern boundary of the site will use similar colors, materials, and parapet height variation as the southern facades of the buildings. The north facing facades along the northern boundary of the site will also have score markings to create architectural accents in the wall panels and appropriate landscaping.
- e. Certificate of Zoning Compliance and Design Review applications cannot be submitted until after ACHD accepts the Traffic Impact Study.
 - f. The applicant shall submit a Certificate of Zoning Compliance and Design Review application to the Planning Division for approval of all future uses on the site to ensure compliance with the Unified Development Code, Comprehensive Plan, Architectural Standards Manual, prior to issuance of building permits for any structure(s) within this site.
 - g. The Rosenlof Drain shall be left open and may not be piped.
 - h. The total square footage (SF) of approved building occupancy on the site shall be dependent on substantial completion, by owner/developer or any agency or third-party, of the following roadway improvements:
 - 1) Greater than 0 SF: Prior to any occupancy being granted: (i) frontage improvements on Black Cat from the east to west on-site collector to Franklin must be complete; and (ii) turn lanes at the intersection of Black Cat and the east to west on-site collector must be completed as recommended by ACHD. Completion of the above improvements permit occupancy for up to 960,000 SF. Secondary access shall be constructed and approved by the fire department.
 - 2) Greater than 960,000 SF: To exceed 960,000 SF of occupied space on the site: (i) Black Cat must be widened to five lanes between the east to west collector and Franklin; (ii) the intersection of Black Cat and Franklin must be improved as recommended by ACHD; and (iii) the intersection of McDermott and Franklin must be improved with a two-way left turn lane, unless Franklin has been widened to five lanes.. Completion of the above improvements permit occupancy for up to 1,500,000 SF.
 - 3) Greater than 1,500,000 SF: To exceed 1,500,000 SF of occupied space on the site Franklin must be widened to five lanes between Black Cat and State Highway 16. A traffic signal must be constructed at the intersection of Black Cat and the east to west on-site collector when a signal warrant analysis shows it is required.
 - 4) East to West On-Site Collector: The east to west on-site collector will be extended from Black Cat Road west incrementally as development progresses subject to the following. The east to west on-site collector

shall be fully constructed to the western boundary upon the earlier of: (i) prior to issuance of a Building Permit for Building A or F as shown on Exhibit A, or, (ii) within 90 days after ACHD's acceptance of a connecting public street from the property to the west (commonly known as 5925 W. Franklin Road, Ada County Tax Parcel Number S1216212855).

During the building permit review process, Applicant and City staff will work together to confirm the above roadway improvements are reasonably on schedule to be completed consistent with the above occupancy thresholds. The scope and location of the roadway improvements detailed above are summarized on Exhibit C.

- i. ACHD required frontage improvements, landscape buffer and pathway shall be constructed along S. Black Cat Rd. with the first phase of development.
- j. The Applicant shall provide a 10' wide detached multi-use pathway, parallel to the east to west on-site collector road, within either a 14' wide easement (10' pathway + 2' shoulder each side) or within ACHD's right-of-way.
- k. With the submittal of the first Certificate of Zoning Compliance application on the south side of the east to west on-site collector roadway, provide the City a copy of a recorded cross-access, ingress-egress in favor of the approximately 3-acre property commonly known as 935 S Black Cat Road (Ada County Tax Parcel Number S1216417240).
- l. All buildings shall have code compliant fire sprinklers and an Automated External Defibrillator (AED) installed near the main entrance of each individual building.

1.2 A Development Agreement (DA) for the R-15 zoned property is required, which shall at a minimum, incorporate the following provisions:

- a. The property zoned R-15 shall be used consistent with the uses and dimensional standards allowed in the R-15 zone.
- b. The existing home located at 350 S Black Cat shall hook up to City water and sewer services within 60 calendar days of such services becoming available in Black Cat Road and in accordance with MCC 9-1-4 and 9-4-8. At such time, all septic and wells shall be abandoned.
- c. Development or redevelopment beyond the existing single-family use of the R-15 zoned property shall require approval of a development agreement modification application with a conceptual development plan.

B. PUBLIC WORKS

~~Public Works acknowledges the recommendation for denial mentioned above, and is providing site specific and general conditions in the event that an approval is granted.~~

1. Site Specific Conditions of Approval:

1. Surface slopes shall not exceed 3:1
2. All drainage must be retained onsite
3. If the onsite 8'' sewer lines are services, they should be decreased to 6'', based off flows this should be sufficient.
4. Any 8'' water or sewer main outside of right-of-way shall be covered by a City easement.
5. Sewer services shall not pass through infiltration trenches.
6. When the development connects to the east, the water pressure zone will change from 1 to 2 which will result in an approximately 22 psi pressure increase. Provide stubs or blind flanges to the property lines at the future road connections to both the east and west.

2. General Conditions of Approval:

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.
5. All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per

UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment. Record of abandonment must be provided to the City prior to signature of the final plat.
8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
10. A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
11. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
16. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
17. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
18. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.

19. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
21. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
22. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

B. ACHD

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=242157&dbid=0&repo=MeridianCity>

C. COMPASS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=240474&dbid=0&repo=MeridianCity&cr=1>

VIII. FINDINGS

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:

A. ANNEXATION AND REZONE

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

The City Council finds that the I-L zoning district and proposed light industrial use is consistent with the existing Mixed Employment FLUM and TMISAP designations for this site and is compatible with existing and planned future uses in the area. The TMISAP provides that Mixed Employment areas should provide a variety of flexible sites for small businesses as well as large national or regional enterprises. (3-11). The proposed industrial development provides flex and light industrial uses in a variety of building sizes, each of which is demisable into smaller spaces to serve a variety of business sizes. TMISAP also seeks to “provide for industrial opportunities in consideration of future improvements to Highway 16” (3-3). The site provides an ideal location for local and regional light industrial businesses to access Highway 16, providing jobs close to home for Meridian residents.

The City Council finds that the proposed initial zoning of R-15 for the approximately 1-acre residential property on the east side of Black Cat Road is consistent with the existing Medium High Density Residential designation for this site and is compatible with existing and planned future uses in the area.

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

The City Council finds the proposed I-L zoning district and proposed use is consistent with the regulations and purpose statements of the I-L district, which is to provide for convenient employment centers of light manufacturing, research and development, warehousing and distributing.

The City Council finds the proposed R-15 zoning district is consistent with the regulations and purpose statement of the R-15 district.

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

The City Council finds the proposed zoning map amendment will not be detrimental to the public health, safety and welfare. The development will build new roads and pathways consistent with TMISAP design standards to provide safe vehicular and non-vehicular connections for employees and area residents.

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

The City Council finds that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site. The proposed industrial development will not impact school capacities.

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

The City Council finds that the annexation is in the best interest of the City. The proposed industrial use will provide needed industrial business space to support and complement the commercial and residential uses planned within the TMISAP area.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Meridian Academy Play Field (H-2022-0031) by The Land Group, Inc., located at 2311 E. Lanark St.

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



In the Matter of the Request for a Rezone of 6.18-Acres of Land from the I-L to the C-G Zoning District, by The Land Group, Inc.

Case No(s). H-2022-0031

For the City Council Hearing Date of: August 23, 2022 (Findings on September 6, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 23, 2022, 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 development agreement provisions set forth in the attached Staff Report for the hearing date of August 23, 2022, incorporated by reference. The provisions

are concluded to be reasonable and the applicant shall meet such requirements in accord with the approval of the application.

C. Decision and Order

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

1. The applicant's request for rezone is hereby approved per the development agreement provisions in the Staff Report for the hearing date of August 23, 2022, 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 23, 2022

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED _____

COUNCIL VICE PRESIDENT JOE BORTON VOTED _____

COUNCIL MEMBER JESSICA PERREAULT VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER TREG BERNT VOTED _____

COUNCIL MEMBER LIZ STRADER VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert Simison

Attest:

Chris Johnson
City Clerk

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

By: _____ Dated: _____
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



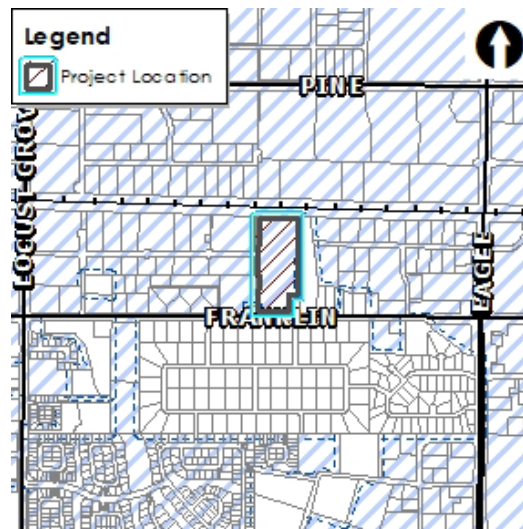
HEARING DATE: 8/23/2022

TO: Mayor & City Council

FROM: Alan Tiefenbach, Associate Planner
208-884-5533

SUBJECT: H-2022-0031
Meridian Academy Rezone

LOCATION: 2311 E. Lanark St.



I. PROJECT DESCRIPTION

This is a request to rezone 6.18 acres of land from I-L to C-G to allow a sports field expansion.

II. SUMMARY OF REPORT

A. Project Summary

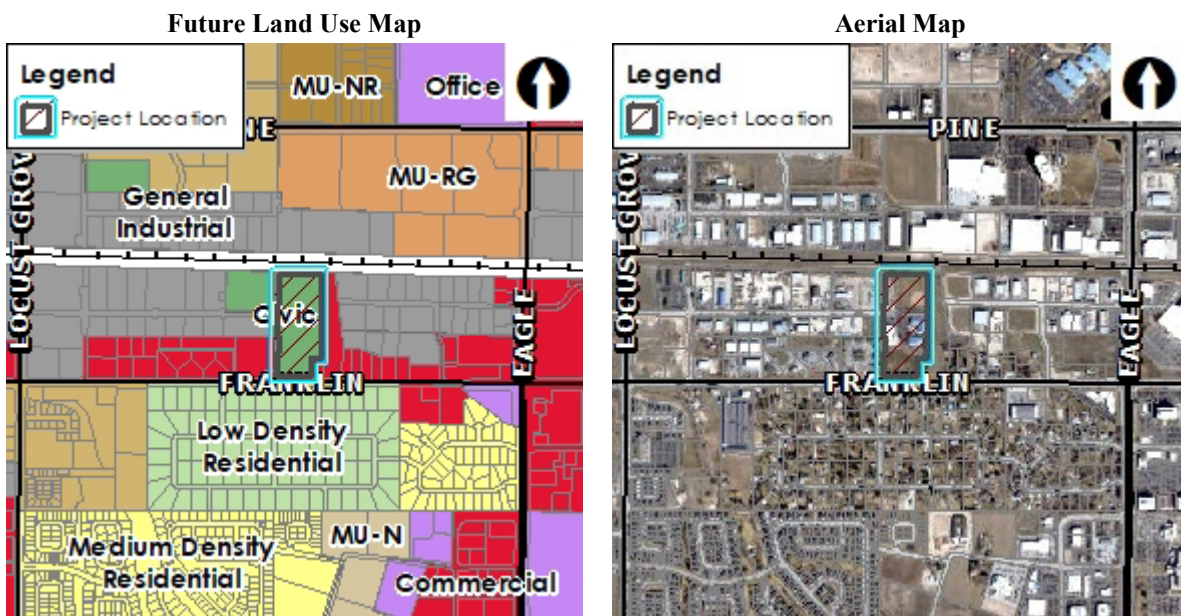
Description	Details	Page
Acreage	13.8 (6.18 being rezoned)	
Future Land Use Designation	Civic	
Existing Land Use(s)	School and School District Maintenance Facility	
Proposed Land Use(s)	School and sports field expansion	
Lots (# and type; bldg./common)	1 lot	
Phasing Plan (# of phases)	NA	
Physical Features (waterways, hazards, flood plain, hillside)	No unique physical features	
Neighborhood meeting date; # of attendees:	April 21, 2022, no attendees	
History (previous approvals)	Joint School District No. 2 CUP 1992	

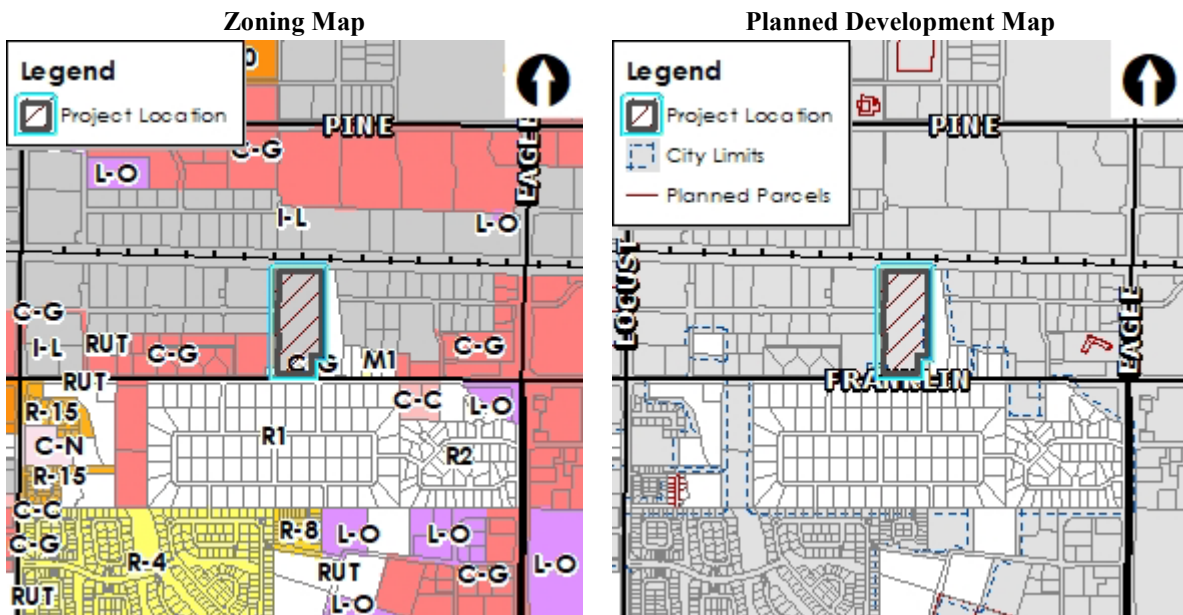
B. Community Metrics

Description	Details	Page
Ada County Highway District	No traffic impact study required	
• Staff report (yes/no)	No	
• Requires ACHD Commission Action (yes/no)	No	

Description	Details	Page
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access occurs from E. Lanark St. a collector street that ends on this property	
Stub Street/Interconnectivity/Cross Access	The right-of-way for E. Lanark St. is stubbed to the subject property	
Existing Road Network	E. Lanark St	
Existing Arterial Sidewalks / Buffers	7 ft wide sidewalk exists along E. Franklin Rd and south side of E. Lanark St. No existing landscape buffering exists along E. Franklin Rd property frontage.	
Proposed Road Improvements	No road improvements required. E. Lanark St will eventually be extended through the site, construction date unknown. (See Access analysis below.)	
Fire Service	No comments	
Police Service	No comments	
Wastewater		
• Comments	• No changes to public sewer infrastructure shown in records. Any changes need to be approved by public works.	
Water		
Distance to Water Services	• No changes to public water infrastructure shown in records. Any changes need to be approved by public works.	

C. Project Area Maps





III. APPLICANT INFORMATION

A. Applicant:

Macy Lui, The Land Group – 462 E Shore Dr. Ste 100, Eagle, ID 83616

B. Owner:

West Ada School District - 1303 E. Central Dr., Meridian, ID, 83642

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	7/5/2022	8/7/2022
Radius notification mailed to properties within 300 feet	6/30/2022	8/4/2022
Sign Posting	7/7/2022	8/8/2022
Nextdoor posting	7/5/2022	8/5/2022

V. STAFF ANALYSIS

This is a proposal to rezone from I-L to C-G to allow expansion (construction of a playfield) of an existing educational facility.

The subject property is 13.8 acres in area and was annexed with the I-L zoning district in 1988 (Ord #497). In 1992, a conditional use permit was approved to allow an educational facility. An alternative high school (Meridian Academy) with playfield and district maintenance facility have been subsequently constructed on the property. Directly adjacent and northwest of the property is a 4.58-acre lot, also owned by the District (not part of this application), which contains an additional maintenance facility on I-L zoned property.

Since the time of the original annexation and conditional use permit, the I-L zoning district has been changed to no longer allow educational institutions. Staff notes that because the school was already approved through a conditional use permit, an expansion to the conditional use to allow the new sports field would be allowed per UDC 11-1B-2. However, the applicant has requested to move forward with rezoning a portion of the property to C-G instead. This is because a district maintenance facility is also on the property which is not solely ancillary to the Meridian Academy. The applicant has stated school district-related light industrial uses such as equipment repair, fabrication and manufacturing may occur in this facility. Accordingly, the applicant chooses to keep this portion of the site retained as I-L.

A. Rezoning

The applicant proposes to rezone 6.18 acres of the 13.80-acre property from I-L to C-G to allow the addition of a sports field to an existing educational facility. The sports field would be located at the southern portion of the site (along the E. Franklin Rd frontage). The applicant intends to retain the I-L zoning on the remaining 7.62 acres.

This rezoning will result in a property which is split-zoned. Staff does not prefer split-zoning and will usually recommend a subdivision or parcel boundary adjustment as a condition of approval. However, the Master Street Map reflects E. Lanark St (a collector) to eventually extend across the property at a slight angle west to east. At this point, the exact alignment or construction timeline is unknown. Also, as already mentioned, the applicant needed to adjust the zoning line to contain the existing district maintenance facility directly west of the existing school within the I-L zoning district. This is because occasional light industrial activities occur in this facility which are not an allowed use in the C-G zoning district.

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The FLUM recommends the property for Civic Uses. The purpose of this designation is to preserve and protect existing and planned municipal, state, and federal lands for area residents and visitors. This category includes public lands, law enforcement facilities, post offices, fire stations, cemeteries, public utility sites, public parks, public schools, and other government owned sites within the Area of City Impact.

The City may require a development agreement (DA) in conjunction with a rezoning pursuant to Idaho Code section 67-6511A. This property is already within the City, the infrastructure surrounding the property has already been installed, and the portion of the property proposed for rezoning to C-G is adjacent to C-G zoning at the east and west. However, although the present proposal is to develop this as an educational institution, the C-G zoning would allow a range of uses not supported by the FLUM for this property. **Staff recommends a development agreement that allows only an educational institution and related uses and would require a development agreement modification if any non-educational related uses are proposed in the future.**

C. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

- Support construction of multi-use facilities that can be used by both schools and the community. (2.03.01B)

This rezoning proposal is to allow construction of a new sports field at the south of an existing school. This is a multi-use facility that can be used by both schools and the community.

- Ensure the location and design of schools are compatible with existing and planned neighborhoods and land uses. (4.01.01B)

*There is already an existing school and district maintenance facility on the property and this rezoning is to allow the construction of a new sports field on the south side of the property. The applicant states the sports field would only be used for activities associated with the school during daytime hours; it is not intended to be used for after-hours activities. As the majority of the use is existing and the sports field would be directly adjacent to a commercial arterial, staff believes that generally this would be compatible with the existing residential neighborhood across E. Franklin Rd to the south. **However, to ensure compatibility, staff recommend a DA requirement that restricts outside sports activities and lighting associated with these events to between 7AM and 10PM.***

- Identify desired sports facilities or complexes and establish partnerships that foster their development. (2.03.01D)

This rezoning is to allow the development of a sports facility. However, the field will likely only be used by the school, not others in partnership.

D. Existing Structures/Site Improvements:

The property contains an existing school and district maintenance facility.

E. Proposed Use Analysis:

The applicant proposes to rezone from I-L to C-G to allow construction of a new sports field which would be associated with an existing educational institution. This is an ancillary use that would be permitted with a principally-permitted use in the proposed C-G zoning district subject to the specific use standards in UDC 11-4-3-14.

F. Specific Use Standards (*UDC 11-4-3*):

There are specific use standards that apply to an educational institution. This includes the types of uses commonly associated with a facility. There is an allowance for educational institutions to be within the center of neighborhoods, and at least (30) percent of the perimeter of school site should be open to streets or open space areas. Middle and high schools may take access off a designated arterial or collector street. A conditional use is required when the institution is greater than 250,000 square feet within a residential district, when there are estimated to be more than one thousand five hundred (1,500) vehicular trips per day, or the institution includes lighted fields adjoining or within a residential district.

This rezoning is to allow a sports field associated with a school, the institution is not in the center of a neighborhood, a collector street currently serves the property (E. Lanark St), the new sports field would result in at least 30% of the perimeter being open to E. Franklin Rd, the school building is not greater than 250,000 sq. ft. and the institution is within a commercial district, across an arterial road from a residential neighborhood.

G. Dimensional Standards (*UDC 11-2*):

There are no dimensional standards associated with a sports field. Any future development will be reviewed through the Certificate of Zoning Compliance.

H. Access (*UDC 11-3A-3, 11-3H-4*):

Access to the existing site occurs from E. Lanark St., an industrial collector. As already mentioned, the Master Street Map (MSM) depicts E. Lanark St extending across the property east to west eventually out to Eagle Road. Additionally, a future collector is also shown on the MSM extending along the eastern property line north to south. **ACHD has responded that the north-south collector is no longer required, but the applicant should dedicate 54 ft. of right-of-way**

for E. Lanark St. (the east-west collector) and to construct (extend) E. Lanark St as a 40-ft. wide collector street template with curb, gutter and sidewalk.

As this rezoning is to allow relocation of a sports field with no structures or new vehicle trips proposed at this point, no road improvements would be required for this proposal. However, staff recommends a requirement be added to the development agreement that prior to any future building permit, the District dedicate 54 ft of right of way for E. Lanark St. and construct it to an industrial collector template as required by ACHD. The applicant has stated they are amenable to this condition.

I. Parking (*UDC 11-3C*):

UDC 11-4-3-1 requires one (1) parking space for every four hundred (400) square feet of gross floor area. A certificate of zoning compliance will be required prior to construction of the sports field. During time of CZC, staff will request the applicant submit the total square footage of the existing school and number of parking spaces to make sure all parking requirements are satisfied.

J. Sidewalks (*UDC 11-3A-17*):

There is presently 6 ft. wide sidewalk along E. Franklin Rd. It is unknown at this time if and when E. Lanark St will be extended across the subject property.

K. Landscaping (*UDC 11-3B*):

At time of certificate of zoning compliance for the sports field, the applicant will be required to install a 25 ft. wide arterial buffer along E. Franklin Rd.

L. Waterways (*UDC 11-3A-6*):

The Planning Map indicates the Gruber Lateral parallels the northern property line. The applicant has noted this lateral has already been piped.

M. Utilities (*UDC 11-3A-21*):

Public services are available to accommodate the proposed development.

N. Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):

No conceptual building elevations have been included as the impetus for this rezoning is to construct a new sports field on the southern portion of the property.

VI. DECISION

A. Staff:

Staff recommends approval of the proposed rezoning from I-L to C-G with the DA conditions noted in Section VIII of this report.

B. The Meridian Planning & Zoning Commission heard this item on July 21, 2022. At the public hearing, the Commission voted to approve the subject RZ request.

1. Summary of the Commission public hearing:

- a. In favor: Matthew Adams
- b. In opposition: None
- c. Commenting: Matthew Adams
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by Commission:
 - a. None
4. Commission change(s) to Staff recommendation:
 - a. None

C. The Meridian City Council heard this item on August 23, 2022. At the public hearing, the Council voted to approve the subject RZ request.

1. Summary of the City Council public hearing:
 - a. In favor: Matt Adams
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Caleb Hood
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. None
4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

A. Rezoning Legal Description and Exhibit

MERIDIAN ACADEMY C-G REZONE DESCRIPTION

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the South One Quarter Corner of Section 8 of said Township 3 North, Range 1 East, (from which point the Center One Quarter corner of said Section 8 bears North 00°31'09" East, a distance of 2649.29 feet distant), said South One Quarter Corner being the POINT OF BEGINNING;

Thence North 00° 31' 09" East, a distance of 375.99 feet on the north-south mid-section line of said Section 8;

Thence South 89° 28' 51" East, a distance of 34.88 feet;

Thence North 84° 09' 12" East, a distance of 170.93 feet;

Thence North 00° 30' 19" West, a distance of 336.14 feet;

Thence South 89° 54' 25" East, a distance of 299.36 feet;

Thence South 00° 31' 09" West, a distance of 497.57 feet;

Thence North 89° 54' 21" West, a distance of 105.00 feet;

Thence South 00° 31' 09" West, a distance of 231.98 feet to a point on the south line of said Section 8;

Thence North 89° 54' 32" West, a distance of 393.11 feet on said south line of Section 8 to the POINT OF BEGINNING.

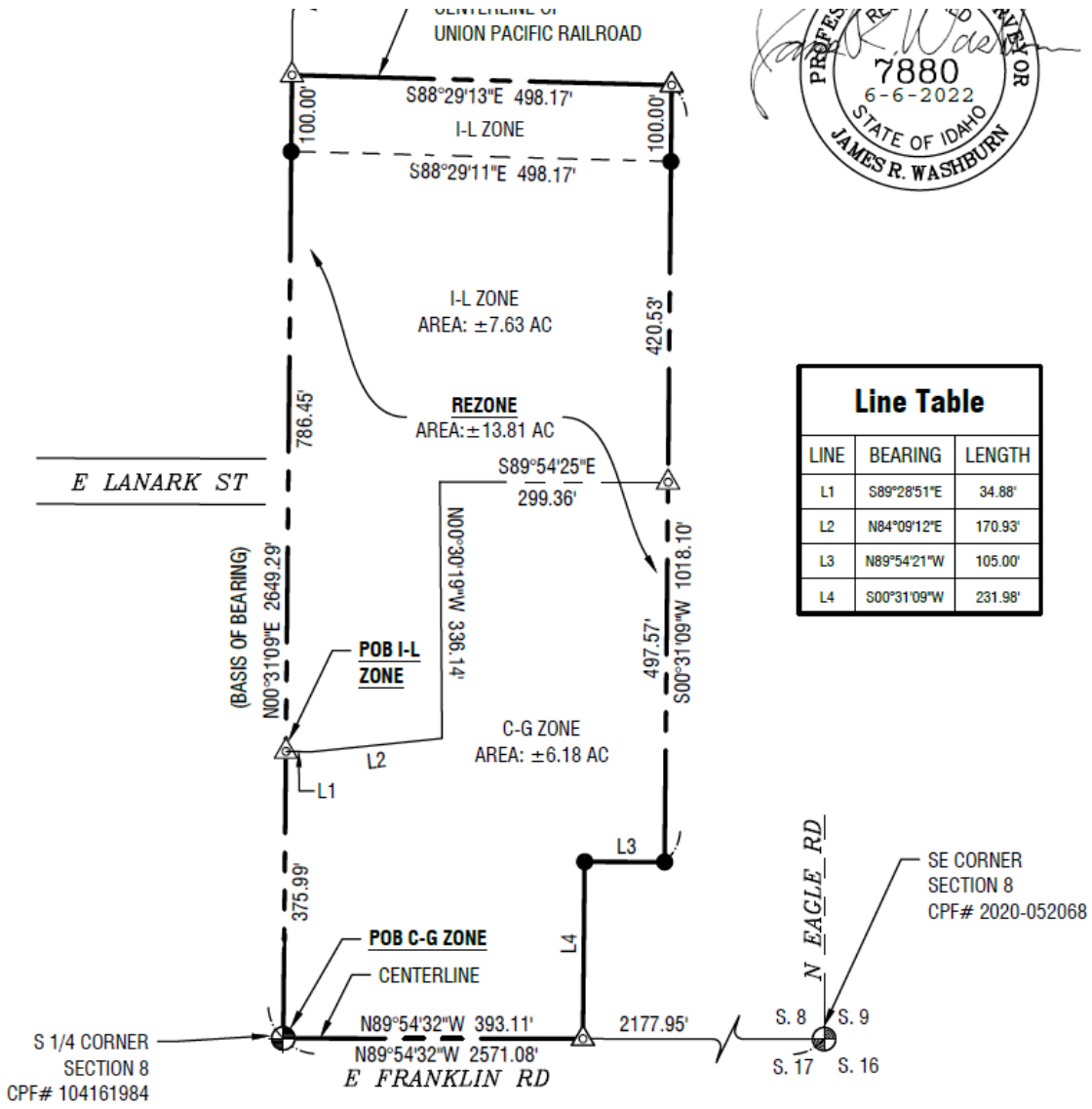
The above described contains 6.18 acres more or less.

PREPARED BY:

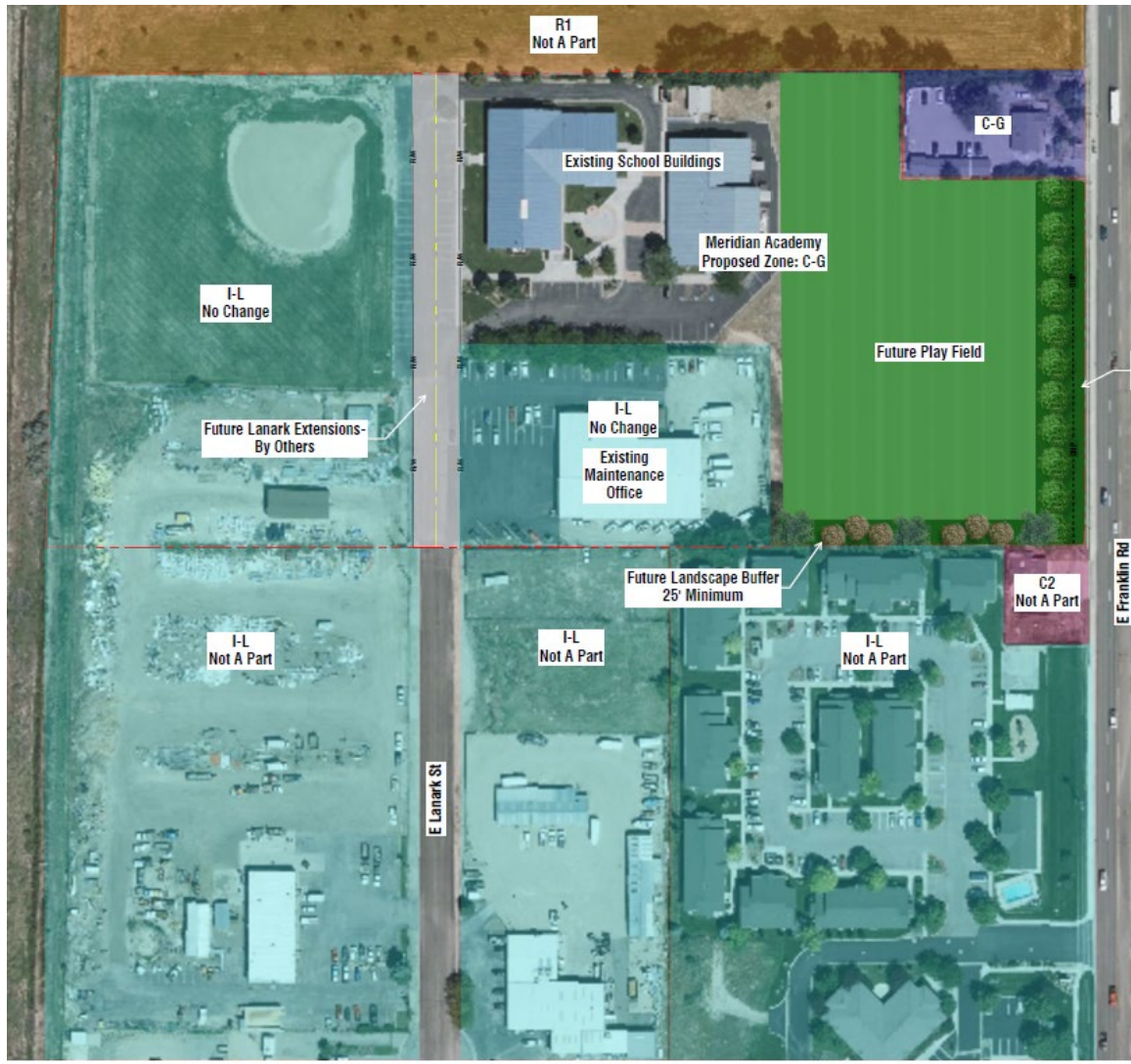
The Land Group, Inc.

James R. Washburn





B. Concept Plan (date: 5/2/2022)



**Meridian Academy
Conceptual Site Plan**
West Ada School District

VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING

Staff Comments:

1. A Development Agreement (DA) is required as a provision of rezoning of this property. Prior to approval of the rezoning 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:

- a. Future development of this site shall be generally consistent with the conceptual site plan submitted with the rezoning application contained herein.
 - b. Outside sports activities and lighting associated with these events is limited to between 7AM and 10PM.
 - c. Prior to any future building permit issuance, there shall be a dedication of 54 ft of right of way for E. Lanark St. and construction of the road to an industrial collector template as required by ACHD.
2. Applicant shall comply with any ACHD conditions of approval.
 3. The only use allowed to develop on the property is an education institution and would require a development agreement modification if any non-educational related uses are proposed in the future.
 4. Educational institutions shall comply with the specific use standards in UDC 11-4-3-14.
 5. The applicant shall comply with the ordinances in effect at the time of application submittal.

B. ACHD

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=266245&dbid=0&repo=MeridianCity&cr=1>

IX. FINDINGS

A. Rezoning

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;**

Council finds the proposed zoning map amendment to rezone a portion of the property from the I-L zoning district to the C-G zoning district is consistent with the Comprehensive Plan, if all provisions of the DA are met.

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

Council finds the proposed zoning map amendment complies with the regulations outlined in

the requested civic designation.

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

If the DA is executed, Council finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare.

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

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

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

Subject site is already annexed so Council finds this finding not applicable.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Ten Mile Public Storage (H-2022-0016) by Kimley-Horn and Associates, Inc., located at at 4065 N. Ten Mile Rd.

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



In the Matter of the Request for Annexation of 5.79 Acres of Land from RUT in Ada County to the I-L Zoning District, by Kimley-Horn.

Case No(s). H-2022-0016

For the City Council Hearing Date of: August 23, 2022 (Findings on September 6, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 23, 2022, 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 development agreement provisions set forth in the attached Staff Report for the hearing date of August 23, 2022, incorporated by reference. The provisions

are concluded to be reasonable and the applicant shall meet such requirements in accord with the approval of the application.

C. Decision and Order

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

1. The applicant's request for annexation is hereby approved per the development agreement provisions in the Staff Report for the hearing date of August 23, 2022, 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 23, 2022

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED _____

COUNCIL VICE PRESIDENT JOE BORTON VOTED _____

COUNCIL MEMBER JESSICA PERREAULT VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER TREG BERNT VOTED _____

COUNCIL MEMBER LIZ STRADER VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert Simison

Attest:

Chris Johnson
City Clerk

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

By: _____ Dated: _____
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



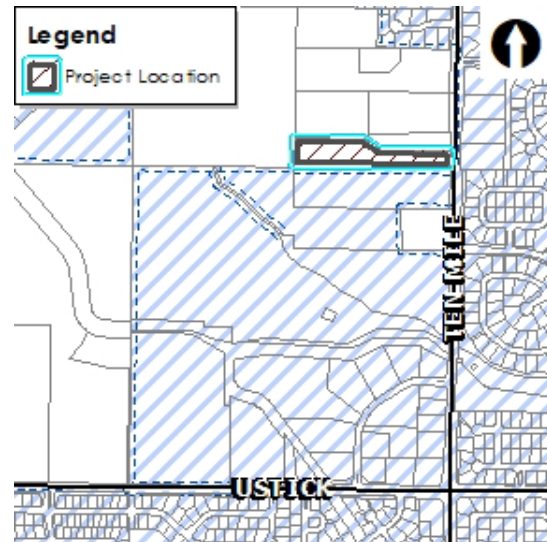
HEARING DATE: 8/23/2022

TO: Mayor & City Council

FROM: Alan Tiefenbach, Associate Planner
208-884-5533

SUBJECT: AZ H-2022-0016
Ten Mile Public Storage

LOCATION: 4065 N. Ten Mile Rd



I. PROJECT DESCRIPTION

Annexation of 5.79 acres of land with the I-L zone district to allow expansion of existing self-storage facility for an additional two self-storage buildings. Submittal and approval of a Property Boundary Adjustment to reconfigure the subject parcel with an adjacent City-owned access lot is a condition of approval of this application.

II. SUMMARY OF REPORT

A. Project Summary

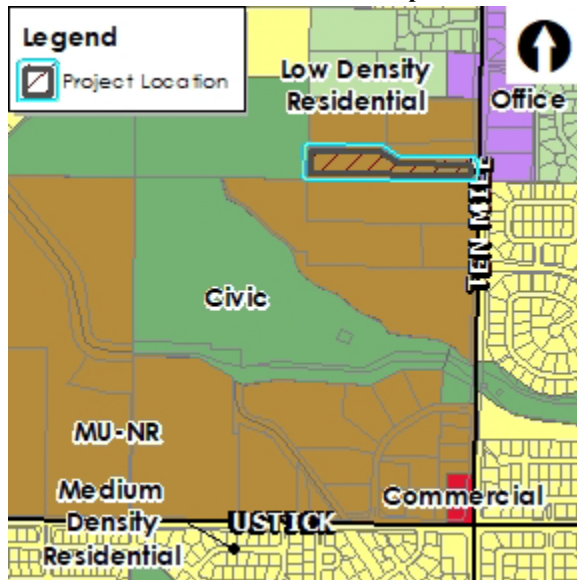
Description	Details	Page
Acreage	5.79 acres	
Future Land Use Designation	Mixed Use Non-Residential (MU-NR)	
Existing Land Use(s)	Rural Single Family	
Proposed Land Use(s)	Light Industrial (self-storage)	
Lots (# and type; bldg./common)	1 parcel, 2 buildings	
Phasing Plan (# of phases)	One phase	
Physical Features (waterways, hazards, flood plain, hillside)	There is an existing irrigation ditch along the southern property line. This will be piped.	
Neighborhood meeting date; # of attendees:	February 16, 2022, 3 attendees	
History (previous approvals)	None, however, H-2016-0114, A-2017-0185 (Annexation and CZC for existing self-storage to the south, of which the present proposal will be a part).	

B. Community Metrics

Description	Details	Page
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Existing driveway to N. Ten Mile Rd (arterial); proposed to use existing driveway to the south after parcel reconfiguration	
Stub Street/Interconnectivity/Cross Access	This proposal includes reconfiguration of a City driveway from the south to the north to provide connectivity to western and northern properties.	
Existing Road Network	N. Ten Mile Road	
Existing Arterial Sidewalks / Buffers	There is an existing sidewalk in front of the subject parcel. There is a landscape buffer and detached 5 ft. wide sidewalk along the frontage of the existing self-storage at 3959 N. Ten Mile Rd to the south. This buffer will be continued along the frontage of the subject property.	
Proposed Road Improvements	None. There will be a new 20 ft. wide gravel road access on the northern portion of the current parcel that will be deeded to the City if the application is approved.	
Fire Service		
	No Issues	
Police Service		
	No Issues	
Wastewater		
	<ul style="list-style-type: none"> • Max distance between manholes is 400'. • Sewer must be run at minimum slope of 0.4% • Flow is committed 	
Water		
	<ul style="list-style-type: none"> • Provide two valves at connection to existing water main in Ten Mile. • Provide 20' easement up to hydrant and extend 10' beyond hydrant. • Blow-off Valve to the north should be standard drawing W13. • Call out removal of blow-off valve at connection to the south. 	

C. Project Area Maps

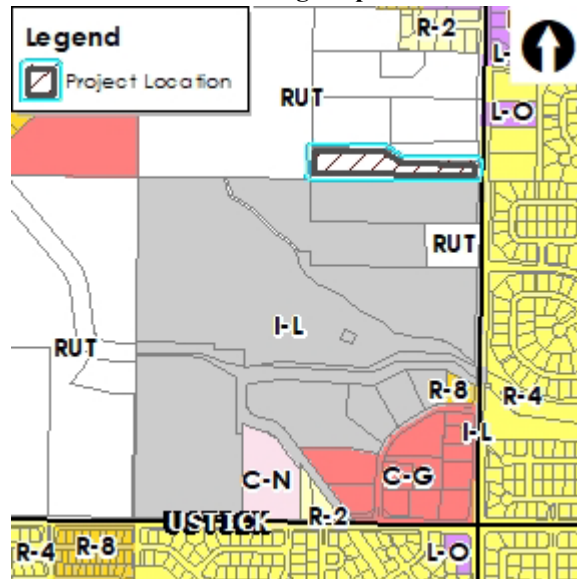
Future Land Use Map



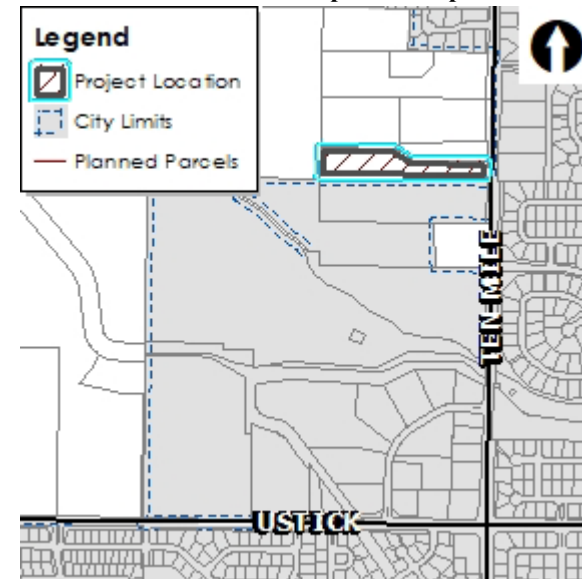
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant(s):

Nicolette Womack, Kimley-Horn – 950 W. Bannock St, Boise, ID 83702

City of Meridian – 33 E. Broadway Ave, Meridian, ID 83642

B. Representative

Nicolette Womack, Kimley-Horn – 950 W. Bannock St, Boise, ID 83702

C. Owners

PS Mountain West LLC – PO Box 25025, Glendale, CA 91221

City of Meridian – 33 E. Broadway Ave, Meridian, ID 83642

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Notification published in newspaper	6/28/2022	8/7/2022
Notification mailed to property owners within 500'	6/30/2022	8/4/2022
Applicant posted public hearing notice sign on site	7/7/2022	8/8/2022
Nextdoor posting	6/30/2022	8/3/2022

V. STAFF ANALYSIS

This is a proposal to annex 5.79 acres of land with the I-L zone district to allow expansion of existing self-storage facility for two additional two self-storage buildings.

The subject property is an elongated parcel presently containing a rural single-family residence. It is north of an existing self-storage facility zoned I-L which is already in the City (Citadel 4 Storage Ten Mile, H-2016-0114, CZC A-2016-0129). Between the existing self-storage facility and the subject property is a narrow strip of land which is a portion of a 41-acre parcel (a “flag lot”) owned by the City of Meridian. This “flagpole” serves as an access from N. Ten Mile Rd to the rest of the City parcel, the City wastewater treatment plant (on a separate property) and a privately-owned property at 4018 W. Ustick Rd. The applicant is proposing to reconfigure the parcel lines so the City’s flagpole portion of the parcel is not between the storage complex, but instead is on the north.

In September of 2021, the applicant requested a pre-application meeting with the City to discuss expanding the existing self-storage facility into the subject property to construct two additional buildings (both properties are under the same ownership). However, as already mentioned, the access portion of a city-owned flag parcel is located between these two properties (see Access Reconfiguration Exhibit). After a series of meetings, the City and the applicant decided the best solution was to reconfigure this access through a property boundary adjustment as a condition of approval. This would reconfigure the properties to shift the “flagpole” portion of the City’s property from the southern property line to the northern property line (flipping the flagpole lot vertically). This is described in detail in the access section.

A. Annexation and Zoning

The applicant proposes to annex a 5.79 acre property with the I-L zoning district in order to expand an existing self-storage facility. As discussed below, this use is consistent with the MU-NR designation indicated in the Future Land Use Map.

The City may require a development agreement (DA) in conjunction with an annexation and rezone pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, Staff recommends a new DA that encompasses the land proposed to be annexed and zoned with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the Council granting the rezone and annexation approval.

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The Future Land Use Map designates this property for Mixed Use Non-Residential (MU-NR). The purpose of this designation is to designate areas where new residential dwellings will not be permitted, as residential uses are not compatible with the planned and/or existing uses in these areas. For example, MU-NR areas are used near the City's Wastewater Resource Recovery Facility and where there are heavy industrial or other hazardous operations that need to be buffered from residential. Uses appropriate in MU-NR areas would include employment centers, professional offices, flex buildings, warehousing, industry, storage facilities and retail, and other appropriate non-residential uses. Specific items to be considered in MU-NR include no new residential uses, at least two different types of land uses and preference for transitional uses on the perimeter between MU-NR areas and planned residential development.

The subject property is within a much larger area designated for MU-NR. The present proposal is for a small expansion to an existing self-storage facility. As listed above, storage facilities are indicated as one of the appropriate uses within the MU-NR designation. Although storage is the only existing and proposed use within this MU-NR area at the present, one of the reasons staff and the applicant worked together on a land reconfiguration to shift access was to set up connectivity for future annexation and redevelopment of the unincorporated properties to the north in the future. Also, this relocated access will provide a transition to the residences to the north. Self-storage between a wastewater treatment facility and existing residential is an appropriate use in this area.

C. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics.

- Encourage infill development. (3.03.01E)

The development would allow expansion of an existing self-storage facility to the south, although this is not technically "infill."

- Evaluate the feasibility of annexing existing county enclaves and discourage the creation of additional enclaves. (3.03.03I)

The subject property is within a larger enclave area. The proposal would be consistent with this policy.

- Plan for connectivity between annexed parcels and county enclaves that may develop at a higher intensity. (3.03.04A)

Part of this annexation proposal will include a property boundary adjustment to shift a City-owned access portion of a 40-acre flag portion from between two lots owned by the applicant to the north side of the subject lot, adjacent to unincorporated enclave properties. This access may provide additional connectivity to parcels in this area when they annex and develop in the future.

- Plan for and allow land uses surrounding the Wastewater Resource Recovery Facility that reduce human exposure to odors. (4.10.01A)

This project would allow the expansion of an existing self-storage facility which is directly adjacent to the wastewater resource recovery facility. There is existing single family residential within a County enclave adjacent and to the north of the subject property. The proposed self-storage expansion would be an appropriate transitional use between the treatment facility and the existing residential or if these remaining properties build out as MU-NR development in the future.

Staff finds this development to be generally consistent with the Comprehensive Plan.

D. Existing Structures/Site Improvements:

There is presently a rural residence on the subject site. Any and all structures and debris are proposed to be removed upon development of this project.

E. Proposed Use Analysis:

The proposed use is self-storage adjacent to existing self-storage with a zoning to I-L. This use is a permitted use in the requested I-L zoning district per UDC Table 11-2C-2.

F. Dimensional Standards (UDC 11-2):

Per the dimensional standards of the I-L zoning district, the 35 ft. building street setback would be met, a 25 ft. arterial buffer is shown, and the buildings are well within the 50 ft height limit. An earlier site configuration placed the proposed storage buildings directly adjacent to a residential property. With the revised property configuration putting the 25 ft wide City owned flag/access to the north, this development would no longer be directly adjacent to residential. Therefore, the 25 ft. wide landscape buffer would not be required. However, as will be mentioned in the landscaping section below, due to the proximity to the existing residential and potential visibility of this development at present and in the future, staff is recommending a reduced landscape buffer that meets the parking lot perimeter buffer standards.

G. Specific Use Standards (UDC 11-4-3):

Specific use standards for self-service storage facilities include a minimum of 25 ft. between structures, the facility being completely fenced, walled or screened, and the facility having a secondary means of access for emergency purposes.

The concept plan reflects the two buildings are more than 25 ft apart, it is shown to be completely walled, and the development is an expansion to an existing self-storage which already has two points of access.

H. Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):

The applicant submitted proposed elevations of the two new buildings. The elevations reflect featureless buildings comprised of CMU and metal paneling. This is consistent with the architectural style of the existing facility to the south. However, staff does have concerns with the visibility of the north and east elevations and how they will set a design standard if the properties to the north were to annex and develop. **As a condition of approval, staff recommends the northern and eastern elevations incorporate at least one material change or color variation every 50-horizontal feet of building façade; a minimum of two field materials, at least one accent material or color, and at intervals of no less than 50 feet either horizontal modulation of at least 6 inches in depth and 8 inches in height, OR at least one-foot change in variation in roof plane (or a combination of both).** As mentioned in the landscape section, staff is also recommending a reduced landscape buffer along the northern elevation.

I. Access (*UDC 11-3A-3, 11-3H-4*):

The subject lot contains an existing single-family residence which takes access from N. Ten Mile Rd. via a private driveway. This access would be closed as a condition of approval, and site access would be reconfigured to share the access drive for the existing self-storage to the south.

As already mentioned, there is a 25 ft. wide strip of land between the existing self-storage development and the subject property which is part of a larger property owned by the City. The applicant and the City have coordinated and propose reconfiguring the properties in a property boundary adjustment which would result in the access portion of the City's parcel being shifted from the subject property's southern to northern property line (please refer to the access reconfiguration exhibit). This would allow merging the subject property with the existing self-storage in a cohesive development, would preserve access for the City's properties to the west, and would provide access to the properties still in unincorporated Ada County to the north if and when they develop and annex into the City.

Both the subject property and the adjacent City owned property are presently in unincorporated Ada County. Although the 5.97-acre subject property proposes to annex, the 41-acre City-owned property is not planned for annexation at this time. A property boundary adjustment cannot adjust property lines between one property in the City and one property in the County. **Therefore, as a condition of approval, staff is recommending that prior to recordation of the annexation ordinance, the applicant complete the property boundary adjustment, including providing all of the surveying, legal descriptions and records of survey necessary to complete the property boundary adjustment for both properties. This all needs to be completed within 6 months of Council approval.**

J. Parking (*UDC 11-3C*):

UDC 11-3C-6 requires one (1) parking space for every five hundred (500) square feet of gross floor area, except for self-service storage facilities which shall only require parking based on the gross floor area of any office space.

The office for this facility is already located at the existing self-storage to the south so additional parking is not required for the two new buildings. However, the concept plan reflects 34 additional parking spaces in and around the proposed expansion. Staff will confirm compliance with these standards at the time of certificate of zoning compliance.

K. Sidewalks/Parkways (*UDC 11-3A-17*):

A 5-foot wide sidewalk and landscape buffer is already installed along the frontage of the existing facility to the south. The submitted concept plan shows these frontage improvements continued along the subject property. A landscape plan will be required as part of the CZC and will be reviewed against the requirements of UDC 11-3A-3 and UDC 11-3B.

L. Landscaping (*UDC 11-3B*):

The applicant has not submitted a landscape plan with this annexation request, although the concept plan does reflect the required 25 ft. wide landscape buffer along N. Ten Mile Rd. A 25 ft. wide residential buffer is typically required when a self-storage facility abuts a residential use. As this project contemplates a property boundary adjustment with the City of Meridian to shift a 25 ft. wide strip of land used for access from the south to the north of the project site, the self-storage would abut the City-owned property, not residential, and therefore the project would be exempt from this requirement. However, the northern elevation will be very visible to properties at the north, and staff does anticipate future annexation and development in this area (which is one of the reasons staff suggested moving the access road to this side). **Staff recommends the development incorporate a 5 ft. wide landscape buffer along the northern elevation which meets the parking lot perimeter landscaping requirements of 11-3B-8.** Staff is also recommending a minimum in the quality of architecture as well in this area, as was discussed above. These two changes together, landscaping and building façade modifications, assist with both the aesthetic and functional impacts to nearby properties.

M. Fencing (*UDC 11-3A-6, 11-3A-7*):

The concept plan indicates a combination of buildings and fencing to enclose the proposed expansion. All fencing is required to comply with the standards listed in UDC 11-3A-7.

N. Legal Description

The submitted legal description includes property that is currently owned by the City as well as lands that will be acquired by the City. **Prior to the annexation ordinance approval, a revised legal description shall be submitted that only includes lands that will be privately held; the City's parcel, including the new "flagpole" access to the north should not be a part.**

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and zoning with the requirement of a Development Agreement and the provisions noted in Section VII.A per the findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard this item on July 21, 2022. At the public hearing, the Commission moved to approve the subject annexation request.

1. Summary of the Commission public hearing:

- a. In favor: Aaron Anderson
- b. In opposition: None
- c. Commenting: Aaron Anderson
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Neighbors had questions regarding drainage, access and setbacks.

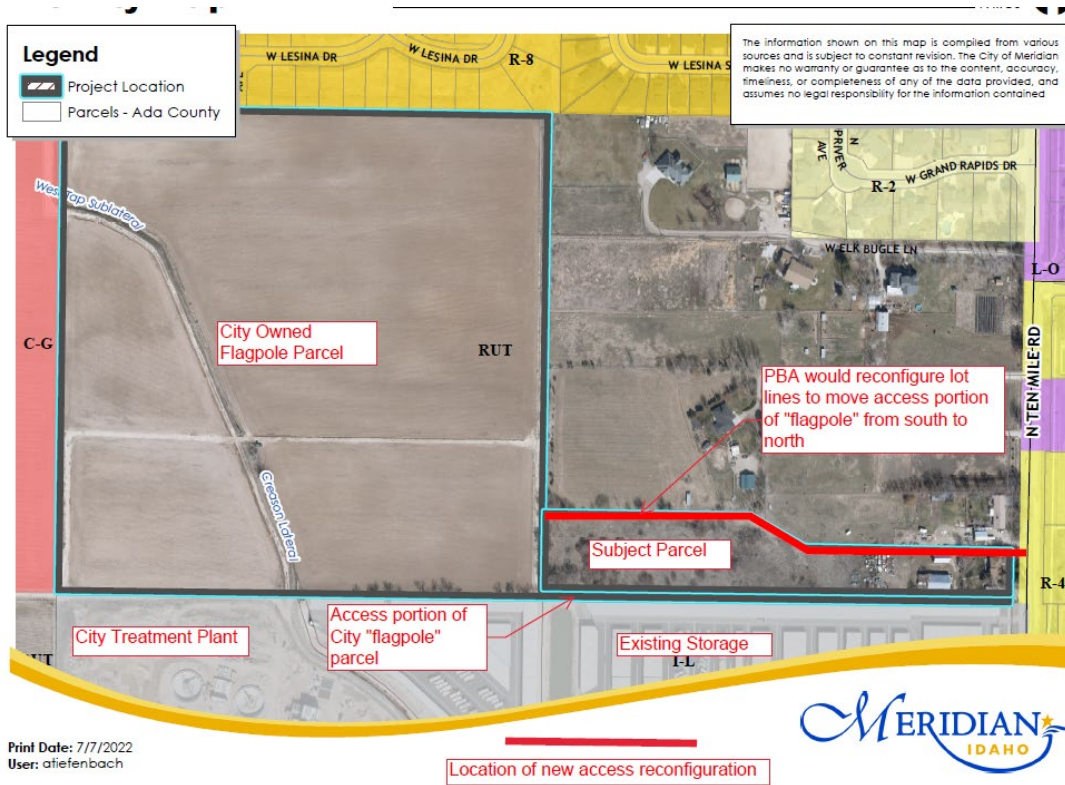
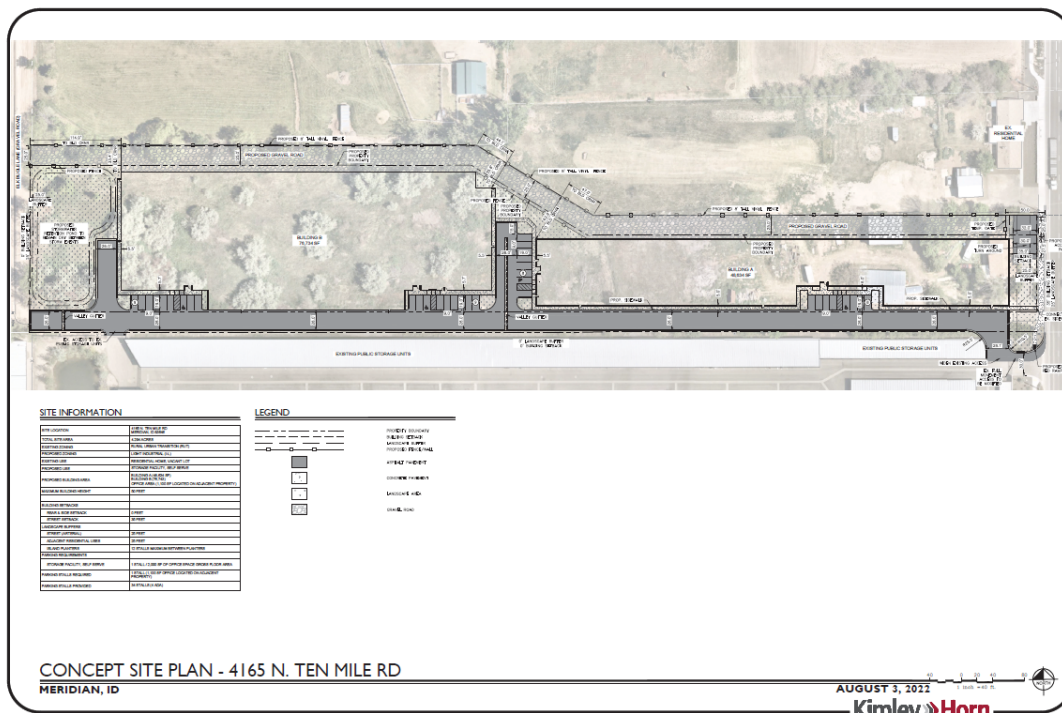
3. Key issue(s) of discussion by Commission:
 - a. Council discussed the landscape strip staff recommended along the north, and whether architectural requirements could be carried around to the west side of Building B.
4. Commission change(s) to Staff recommendation:
 - a. Removed staff's condition for landscaping along the northern property line and added the west side of Building B to the architectural requirements listed in Condition 1.d.

C. The Meridian City Council heard this item on August 23, 2022. At the public hearing, the Council voted to approve the subject AZ request.

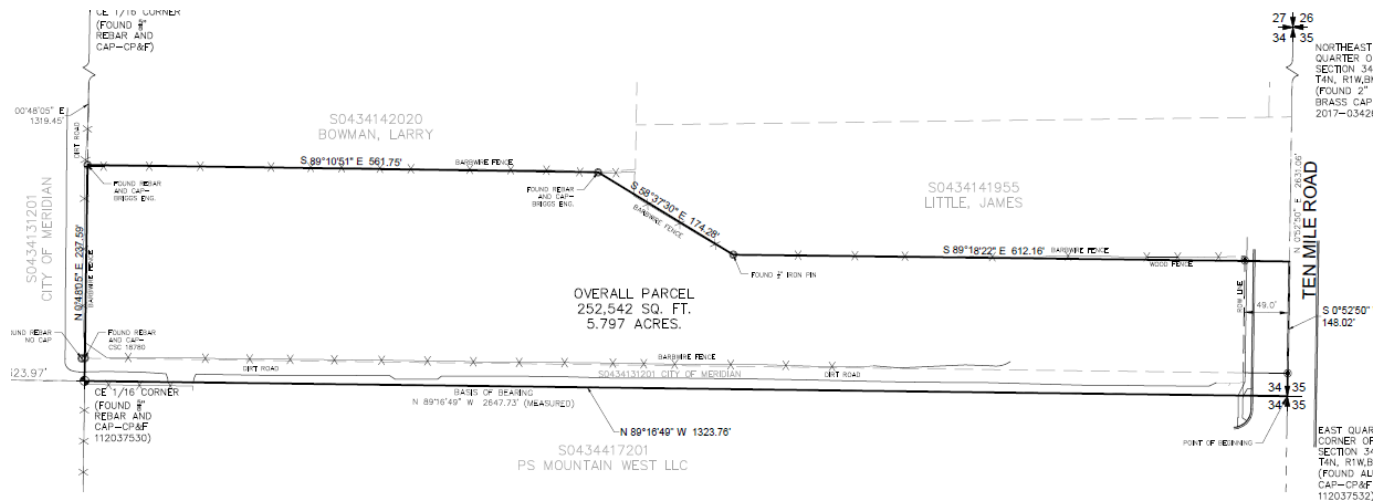
1. Summary of the City Council public hearing:
 - a. In favor: Aaron Anderson and Larry Bowman
 - b. In opposition: None
 - c. Commenting: Nicolette Womack
 - d. Written testimony: Kathy and Andrew Griffard
 - e. Staff presenting application: Caleb Hood
 - f. Other Staff commenting on application: Warren Stewart
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. Landscaping along the north boundary.
4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

A. Access Configuration Exhibit (date: 7/7/2022)

B. Proposed Concept Plan (date: 8/3/2022)

C. Legal Exhibit and Description (date: 6/24/2022) – Prior to annexation ordinance approval, the legal description and exhibit will need to be revised to reflect property boundary adjustment.



DIAMOND LAND SURVEYING



OVERALL BOUDNARY DESCRIPTION

A parcel of land situated in a portion of the Northeast Quarter of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County Idaho, more particularly described as:

COMMENCING at the East Quarter Corner of said Section 34, marked by an aluminum cap monument; said point being the POINT OF BEGINNING;

thence North 89°16'49" West 1323.76 feet along the quarter section line of said Section 34 to the Center 1/16th corner of Section 34 marked by a 5/8" rebar and cap;

thence North 0°48'05" East 237.59 feet along said section line to a rebar and cap marked "Briggs Engineering";

thence South 89°10'51" East 561.75 feet to a feet to a rebar and cap marked "Briggs Engineering";

thence South 58°37'30" East 174.28 feet to a 1/2" iron pin;

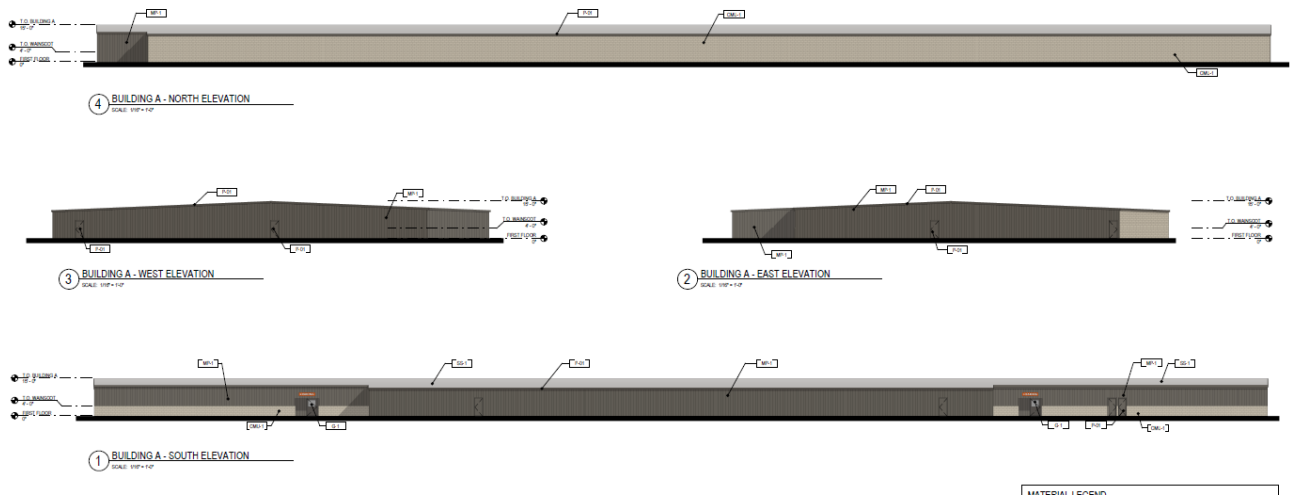
thence South 89°18'22" East 612.16 feet to the Section line;

thence South 00°52'50" West 148.02 feet along said Section line to the point of beginning.

Parcel contains 252,542 sq. ft. 5.797 acres.



D. Building Elevations (date: 3/2/2022)



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING

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 and 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:

- a. Future development of this site shall be generally consistent with the conceptual development plan, dated August 3, 2022, including an 8-foot tall vinyl fence along the entire northern property boundary and elevations included in Section VII, Unified Development Code standards, design standards in the Architectural Standards Manual and the provisions contained herein.
 - b. Prior to recordation of the annexation ordinance, the applicant shall complete a property boundary adjustment between the subject property and the city-owned parcel S0434131201 reconfiguring access as reflected on the attached concept plan, including providing all of the surveying, legal descriptions and records of survey necessary for both properties. These documents shall be provided within 6 months of Council approval of the annexation.
 - c. ~~Development shall incorporate a minimum 5-ft. wide landscape buffer along the northern property line.~~
 - d. The northern and eastern building elevations **and west elevation of Building B** shall incorporate at least one material change or color variation every 50-horizontal feet of building façade; a minimum of two field materials, at least one accent material or color, and at intervals of no less than 50 feet either horizontal modulation of at least 6 inches in depth and 8 inches in height, OR at least one-foot change in variation in roof plane (or a combination of both).
 - e. The existing driveway access from 4065. N. Ten Mile shall be closed.
 - f. The existing single-family home and associated outbuildings shall be removed prior to CZC submittal.
 - g. Applicant shall construct a new 20-foot-wide access road from N. Ten Mile Rd. across the land the City is acquiring from the applicant (north side of the proposed buildings).
 - h. The new access road shall be constructed of a minimum of 10 inches of $\frac{3}{4}$ minus compacted gravel or 8" of compacted pit run gravel covered by 4" inches of $\frac{3}{4}$ minus compacted gravel for approximately 1,350 feet.
 - i. The existing City parcel access road shall remain accessible and usable until the new road is complete and ready for use.
 - j. The north and south sides of the new access road shall be fenced and a 16-foot powder coated steel farm gate must be installed near the entrance to Ten Mile Road. Offset the gate 50 feet from the Ten Mile Road right-of-way. Applicant shall comply with ACHD's requirements for this new access.
2. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B, as applicable.

3. The applicant shall comply with all provisions of 11-3A-3 with regard to access to streets.
4. The development shall comply with standards and installation for landscaping as set forth in UDC 11-3B-5 and maintenance thereof as set forth in UDC 11-3B-13.
5. The Applicant shall comply with the specific use standards listed in UDC 11-4-3-33 – Self-Service Storage Facility.
6. Outdoor lighting shall comply with the standards listed in UDC 11-3A-11. Lighting details shall be submitted with the Certificate of Zoning Compliance (CZC) application that demonstrate compliance with these standards.
7. A Certificate of Zoning Compliance (CZC) application is required to be submitted to the Planning Division and approved prior to submittal of a building permit application.
8. The Applicant shall comply with all conditions of ACHD.

B. PUBLIC WORKS

1. Max distance between sanitary sewer manholes is 400'.
2. Sewer must be run at minimum slope of 0.4%
3. Flow is committed
4. Provide two valves at connection to existing water main in Ten Mile.
5. Provide 20' easement up to hydrant and extend 10' beyond hydrant.
6. Blow-off Valve to the north should be standard drawing W13.
7. Call out removal of blow-off valve at connection to the south.
8. Streetlights are existing for this project.

C. ADA COUNTY HIGHWAY DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=265047&dbid=0&repo=MeridianCity>
 y

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=261235&dbid=0&repo=MeridianCity>
 y

E. NMID

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=263374&dbid=0&repo=MeridianCity>
 y

IX. FINDINGS

A. ANNEXATION AND ZONING (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;

The annexation of the subject site with an I-L zoning designation is consistent with the Comprehensive Plan MU-NR FLUM designation for this property, if the Applicant complies with the provisions in Section VIII.

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

The proposed land use and concept plan for self-storage is consistent with the regulations as all setbacks, landscaping and use limitations are met.

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

The proposed zoning map amendment should not be detrimental to the public health, safety, or welfare. The Council considered all oral and written testimony provided when determining this finding.

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

The proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.

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

As the FLUM designates this area for Mixed Use Non-Residential, which lists storage as a sample use, the proposed annexation is in the best interest of the City if the property is developed in accord with the development agreement provisions in Section VIII.



AGENDA ITEM

ITEM TOPIC: Interagency Temporary License Agreement Between the Ada County Highway District and the City of Meridian Regarding Discovery Park, Phase 2

(space reserved for recording)

INTERAGENCY TEMPORARY LICENSE AGREEMENT

THIS INTERAGENCY TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__, by and between **City of Meridian**, a municipal corporation ("Licensee") and the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho, ("ACHD").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

SECTION 1. RECITALS.

1.1 City of Meridian ("Licensee") is a municipal corporation organized and existing under the laws of the State of Idaho.

1.2 ACHD owns and has exclusive jurisdiction over the public right-of-way located in Ada County, Idaho, municipally described as S. Recreation Avenue and E. Lake Hazel Road, Meridian, more particularly described and/or depicted on Exhibit "A" attached hereto (the "Right-of-Way").

1.3 Idaho Code § 67-2332 expressly authorizes the Licensee and ACHD to enter into agreements to perform any governmental service activity or undertaking that is authorized by law and within the power, privilege or authority of said agencies.

1.3 Licensee desires a license to use the Right-of-Way for the limited purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, ACHD is willing to extend such license to Licensee.

SECTION 2. LICENSE; LICENSE NOT EXCLUSIVE.

2.1 On the terms and conditions hereinafter set forth, ACHD hereby extends to Licensee a license on, over, across and under the Right-of-Way for the following uses and purposes ("Authorized Use") and no others:

Licensee is to construct, install and maintain features consisting of trees, grass, perennials, and landscape irrigation system per Exhibit B and the ACHD approved civil drawings located within ACHD right-of-way and easements along S. Recreation Avenue and E. Lake Hazel Road. In general, coniferous trees are prohibited within the right-of-way. If allowed, the tree or shrub must be less than 3' in height at maturity. Final grading of landscaped areas shall slope away from right-of-way "hardscape"

improvements including the edge of pavement, curbing and sidewalks. In general, licensee to install landscaping and sprinklers in a manner to eliminate irrigation flows and/or ponding of irrigation water within the ACHD Right of Way. Licensee shall observe the 40-foot sight triangle and will not plant any shrubs or trees within the area or over any utility lines. All trees in the public right-of-way shall be maintained by Licensee for clearance of 14 feet over all roadways as measured at the gutter plate, and 8 feet over all sidewalks. Licensee to contact Digline Inc., prior to start of construction. Licensee to contact Construction Services at 387-6280 to verify if a construction permit is required.

2.2 This Agreement does not extend to Licensee the right to use the Right-of-Way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use public right-of-way. If the Right-of-Way has been opened as a public Highway (as used in the Agreement the term "Highway" is as defined in *Idaho Code* § 40-109(5)) Licensee's Authorized Use is subject to the rights of the public to use the Right-of-Way for Highway purposes. Licensee's Authorized Use is also subject to the rights of holders of easements of record or obvious on inspection of the Right-of-Way and statutory rights of utilities to use the public right-of-way. This Agreement it is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.

SECTION 3. CONSTRUCTION, OR INSTALLATION OF IMPROVEMENTS. Any repairs or maintenance, of the Licensee's improvements currently located in the Right-of-Way or the installation or construction of improvements by Licensee in the Right-of-Way as permitted by the Authorized Use, (the "Improvements"), shall be accomplished in accordance with designs, plans and specifications approved in advance and in writing by ACHD as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Improvements, and the responsibility therefor shall be and remain in Licensee.

SECTION 4. WAIVER AND ESTOPPEL STATEMENT BY LICENSEE. Licensee acknowledges and agrees that the license granted herein is temporary, and merely a permissive use of the Right-of-Way pursuant to this Agreement. Licensee further acknowledges and agrees that it specifically assumes the risk that the license pursuant to this Agreement may be terminated before Licensee has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Improvements, and Licensee hereby waives and estoppels itself from asserting any claim that the license is in any way irrevocable because Licensee has expended funds on the Improvements and the Agreement has not been in effect for a period sufficient for Licensee to realize the economic benefit from such expenditures.

SECTION 5. TERM.

5.1 The term of this Agreement will commence on the ____ day of _____, 20____, and will continue until terminated by either party, with or without cause, which termination shall be effective following THIRTY (30) DAYS advance written notice of termination given to the other party. Upon expiration of the THIRTY DAYS, ACHD shall record a Revocation of License Agreement in the Official Real Property Records of Ada County, Idaho.

5.2 If Licensee defaults in the performance of any obligations incumbent upon it to perform hereunder ACHD may terminate this Agreement and the rights extended to Licensee hereunder at any time, effective at the end of thirty (30) days following the date ACHD shall provide written notice of termination to Licensee, which notice shall specify such default(s). Licensee shall have such thirty (30) day period to correct and cure the specified defaults, and if so corrected and cured, to the satisfaction of ACHD, this Agreement shall not be terminated but shall continue in full force and effect.

SECTION 6. FEE. There is no annual fee for the Licensee's Authorized Use of the Right-of-Way under this Agreement.

SECTION 7. MAINTENANCE: FAILURE TO MAINTAIN; RELOCATION OF UTILITIES.

7.1 At its sole cost and expense, Licensee shall maintain the Improvements in good condition and repair and as required to satisfy applicable laws, the policies of ACHD and sound engineering practices. Licensee shall have access over, across and under the Right-of-Way for the purposes of accomplishing such repair and maintenance.

7.2 If the Highway on and/or adjacent to the Right-of-Way is damaged as a result of:

- (i) the performance by Licensee of the maintenance required by section 7, or the failure or neglect to perform such maintenance; and/or
- (ii) Licensee's design, installation or use of the Improvements, regardless of cause;

at its sole cost and expense Licensee shall forthwith correct such deficiency and restore the Highway and the surface of the Right-of-Way to the same condition it was in prior thereto, and if Licensee shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification thereof, ACHD may proceed to do so, in which event Licensee agrees to reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

7.3 Notwithstanding the provisions of section 7.2, should an emergency exist related to the Licensee's use of this license which threatens the stability or function of the Highway on or adjacent to the Right-of-Way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of, and at the cost of Licensee necessary emergency repairs.

7.4 Licensee will be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of Improvements by Licensee in the Right-of-Way.

SECTION 8. RELOCATION OF IMPROVEMENTS. If during the term of this Agreement ACHD requires, in its sole discretion, at any time, and from time to time, that the Highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, Licensee hereby accepts responsibility for all costs for relocating, modifying or otherwise adapting the Improvements to such realignment and/or relocation and/or reconstruction if required by ACHD, which shall be accomplished by Licensee according to designs, plans and specifications approved in advance by ACHD in writing; provided ACHD gives Licensee adequate written notice as necessary to allow Licensee to redesign, relocate, modify or adapt the Improvements to the realignment and/or relocation and/or reconstruction of

the Highway and also licenses Licensee such additional area of its right-of-way, if any, as may be necessary for the proper operation of the Improvements.

SECTION 9. PERMIT. If the proposed construction and installation of the Improvements, or any reconstruction, relocation or maintenance thereof requires Licensee to obtain a permit under ACHD policies, Licensee shall first obtain such permit from ACHD (Construction Services Division) before commencing such work and pay the required fees and otherwise comply with the conditions set forth therein.

SECTION 10. NO TITLE IN LICENSEE. Except as expressly provided herein, the terms and conditions of this Agreement shall not create any type of property right, title or interest in Licensee in or to the Right-of-Way other than the right to temporarily use the same pursuant to the terms of this Agreement.

SECTION 11. NO COSTS TO ACHD. Any and all costs and expenses associated with Licensee's Authorized Use of the Right-of-Way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of Licensee.

SECTION 12. TAXES AND ASSESSMENTS. Licensee agrees to pay all special assessments and personal property taxes that may be levied and assessed on the Improvements during the term of this Agreement.

SECTION 13. RESTORATION ON TERMINATION. Upon termination of this Agreement, Licensee will promptly remove all Improvements and restore the Right-of-Way to at least its present condition, less ordinary wear and tear. Should Licensee fail or neglect to promptly remove the Improvements and restore the Right-of-Way, ACHD may do so, and assess Licensee for the costs thereof. Provided, ACHD and Licensee may agree in writing that some or all of such Improvements are to remain on the Right-of-Way following termination, and by entering into such an agreement Licensee thereby disclaims all right, title and interest in and to the same, and hereby grants such Improvements to ACHD, at no cost. Further provided, if the Authorized Use of the Right-of-Way under this Agreement is for landscaping in ACHD right-of-way and the irrigation and maintenance thereof, and the general purpose government with jurisdiction has adopted ordinances, rules and regulations governing the landscaping and maintenance of such right-of-way by owners of the adjacent property, to the extent such owners are obligated to maintain and irrigate the landscaping Licensee need not remove the same from the Right-of-Way.

SECTION 14. INDEMNIFICATION. To the extent permitted by law, Licensee covenants and agrees to indemnify and hold ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens, arising out of the failure or neglect of Licensee, Licensee's employees, contractors and agents, to properly and reasonably make Authorized Use of the Right-of-Way or properly construct, install, plant, repair or maintain the Improvements thereon, or that otherwise result from the use and occupation of the Right-of-Way by Licensee, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by Licensee hereunder. For claims or actions arising out of failures or neglects occurring during the term of this Agreement Licensee's obligations pursuant to this section shall survive the termination of this Agreement.

SECTION 15. COMPLIANCE WITH LAW; WASTE AND NUISANCES PROHIBITED. In connection with Licensee's use of the Right-of-Way, throughout the term of this Agreement

SECTION 21. RECORDATION. This Agreement shall be recorded by ACHD upon execution in the Official Real Property Records of Ada County, Idaho.

SECTION 22. Warranty of Authority to Execute.

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

22.2 If Licensee is not a natural person, the person executing the Agreement on behalf of Licensee represents and warrants due authorization to do so on behalf of Licensee, and that upon execution of this Agreement on behalf of Licensee, the same is binding upon, and shall inure to the benefit, of Licensee.

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

[Space left intentionally blank]

LICENSEE: City of Meridian

City of Meridian

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____, _____
[date]

by Robert E. Simison and Chris Johnson on behalf of the city of Meridian, in their capacities as Mayor and City Clerk, respectively.

Signature of notary public

My commission expires: _____

ADA COUNTY HIGHWAY DISTRICT

Mary May, President

Attest by Bruce S. Wong, Director

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____, 20____ by Mary May and Bruce S. Wong on behalf of the Ada County Highway District, in their capacities as Commission President and Director, respectively.

Signature of notary public

My commission expires: _____

EXHIBITS

Exhibit A- Description of Licensee's property
Exhibit B- Depiction of ACHD Right-of-Way
Exhibit C- Authorized Use of Right-of-Way



Pioneer Title Co.

GOING BEYOND

8151 W. Rifleman Ave. / Boise
Idaho 83704 / (208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/15/09 04:20 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Pioneer

AMOUNT 6.00 2



Exhibit A

303702 -SEM/6L

WARRANTY DEED

For Value Received Gregory
~~Greg~~ B. Johnson and Heidi M. Johnson, Husband and Wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

City of Meridian, an Idaho Municipal Corporation

hereinafter referred to as Grantee, whose current address is 33 E. Broadway Ave, Meridian, Id 83642

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Together with all appurtenant water rights, including surface water from New York Irrigation District for irrigation of approximately 77 acres and a portion of water right 63-11703 consisting of 0.78 cfs and 337.5 afa for irrigation of 75 acres

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

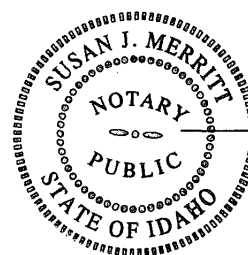
Dated: May 11, 2009

Gregory B. Johnson

Heidi M. Johnson

STATE OF Idaho, County of Ada, ss.

On this 15 day of May, in the year of 2009, before me the undersigned, notary public personally appeared Gregory B. Johnson and Heidi M. Johnson known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Susan J. Merritt
Notary Public of Idaho
Residing at Caldwell
Commission Expires May 5, 2011
MY COMMISSION EXPIRES 05-05-2011

EXHIBIT A

PARCEL 2410:

A portion of the East half of the Northwest quarter of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

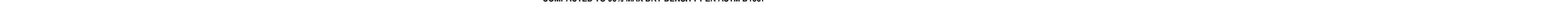
Commencing at the North quarter corner of said Section 5 from which the West 1/16 corner of said Section 5 bears North 89°58'22" West, 1331.92 feet;
Thence along the North-South centerline of said Section 5, South 00°01'18" West, 500.00 feet to the REAL POINT OF BEGINNING;
Thence continuing along said North-South centerline South 00°01'18" West, 2174.91 feet to the C1/4 corner of said Section 5;
Thence along the East-West centerline of said Section 5 North 89°52'48" West, 1329.59 feet to the C-W1/16 corner of said Section 5;
Thence along the West boundary line of the East half of the Northwest quarter of said Section 5 North 00°01'41" West, 2672.76 feet to the West 1/16 corner of said Section 5;
Thence along the North boundary line of said Section 5 South 89°58'22" East, 983.43 feet;
Thence leaving said North boundary line South 00°02'18" West, 500.00 feet;
Thence South 89°58'22" East, 348.63 feet to the REAL POINT OF BEGINNING.

INITIAL

A handwritten signature and initials are present. The initials appear to be 'BA' inside a circle, followed by a stylized signature.

NOTES:

1. ALL AGRI

[illegible]

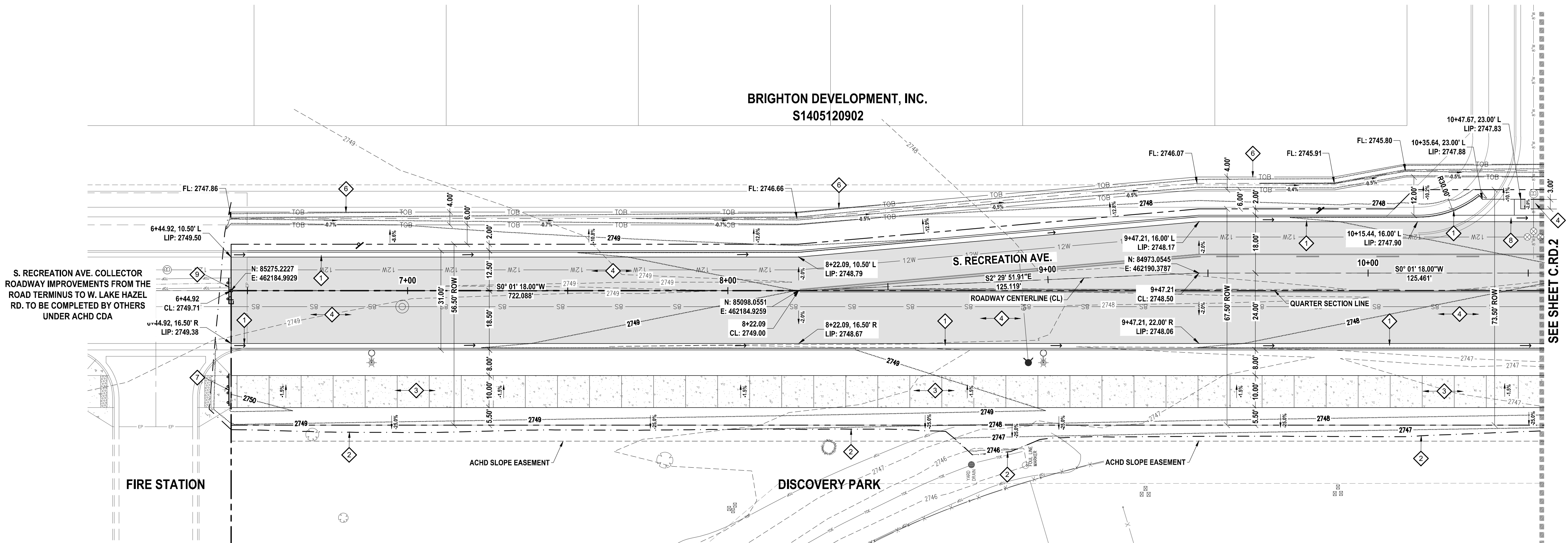
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3

Page 10 of 10



Keyed Notes

- 6" VERTICAL CURB AND GUTTER (TBC) PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-701.
- CATCH SLOPE LIMIT.
- CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709.
- ASPHALT PAVEMENT (COLLECTOR ROADWAY) - SEE SHEET C.RD.0.
- NOT USED.
- CONSTRUCT DITCH - (SEE C.RD.0).
- 10' WIDE TYPE-II SIDEWALK TERMINUS BARRICADE PER ACHD STANDARDS. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM W/6" WIDE RETRO-REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS ARE NOT ALLOWED. BARRICADE MUST HAVE A KICK PLATE AT THE BOTTOM TO PROVIDE CANE DETECTION.
- CONCRETE VALLEY GUTTER PER ACHD SUPPLEMENTAL DRAWING SD-708.
- TYPE-III SIDEWALK TERMINUS BARRICADE PER ACHD STANDARDS.

Notes

- CONTACT ACHD INSPECTION SERVICES AT 208.387.6284 A MINIMUM OF 24 HOURS PRIOR TO REQUESTING INSPECTION.
- ABANDONED BUILDINGS, TEST PITS, OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPPWC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPPWC SPECIFICATIONS AND PROVIDE A COPY OF THE COMPACTION TEST REPORTS.
- PROVIDE TYPE-P SURFACE RESTORATION FOR UTILITY WORK WITHIN ASPHALT PAVEMENT AREAS.
- PROVIDE ALL TEMPORARY IRRIGATION DITCHES AND PIPES AS REQUIRED TO COMPLETE THE NEW IMPROVEMENTS. ALL EXISTING DITCHES SHALL HAVE TEMPORARY REROUTING PROVISIONS SUCH THAT THE FLOW OF IRRIGATION WATER, AND DRAINAGE OF SURFACE WATER ACROSS THE SITE REMAIN UNINTERRUPTED THROUGHOUT THE DURATION OF CONSTRUCTION.



APPROVED FOR CONSTRUCTION

Plans Are Accepted For Public Street Construction

By JAS. COUNTY ENGINEER (2/28/21)

DATE: -

811

CONTACT DGLINE
48-HOURS
BEFORE DIGGING
1-800-342-1585

OWNER: CITY OF MERIDIAN

PROJECT TITLE: DISCOVERY PARK PHASE 2
MERIDIAN, ID

PROFESSIONAL ENGINEER
108213
STATE OF IDAHO
KESS K. ERICKSON

6213 N. Cloverdale Rd.
Suite 125
Boise, ID 83704
1-208-846-8955
c-208-867-8954
info@ericksoncivil.com
erickson civil

SHEET TITLE: ROADWAY - S. RECREATION AVE. (STA 6+44.92 TO 10+55)

NO.	REVISION	DATE

PROJECT MANAGER: -

PREPARED BY: ERICKSON CIVIL, INC.
FAX (208) 846-8956

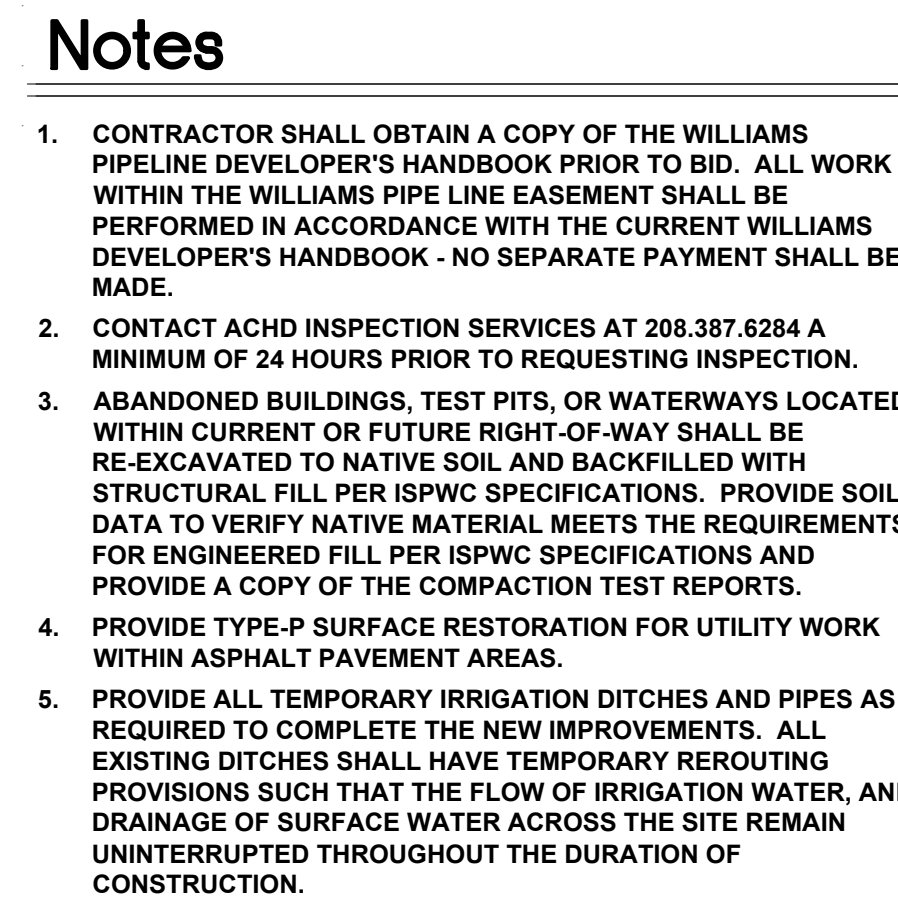
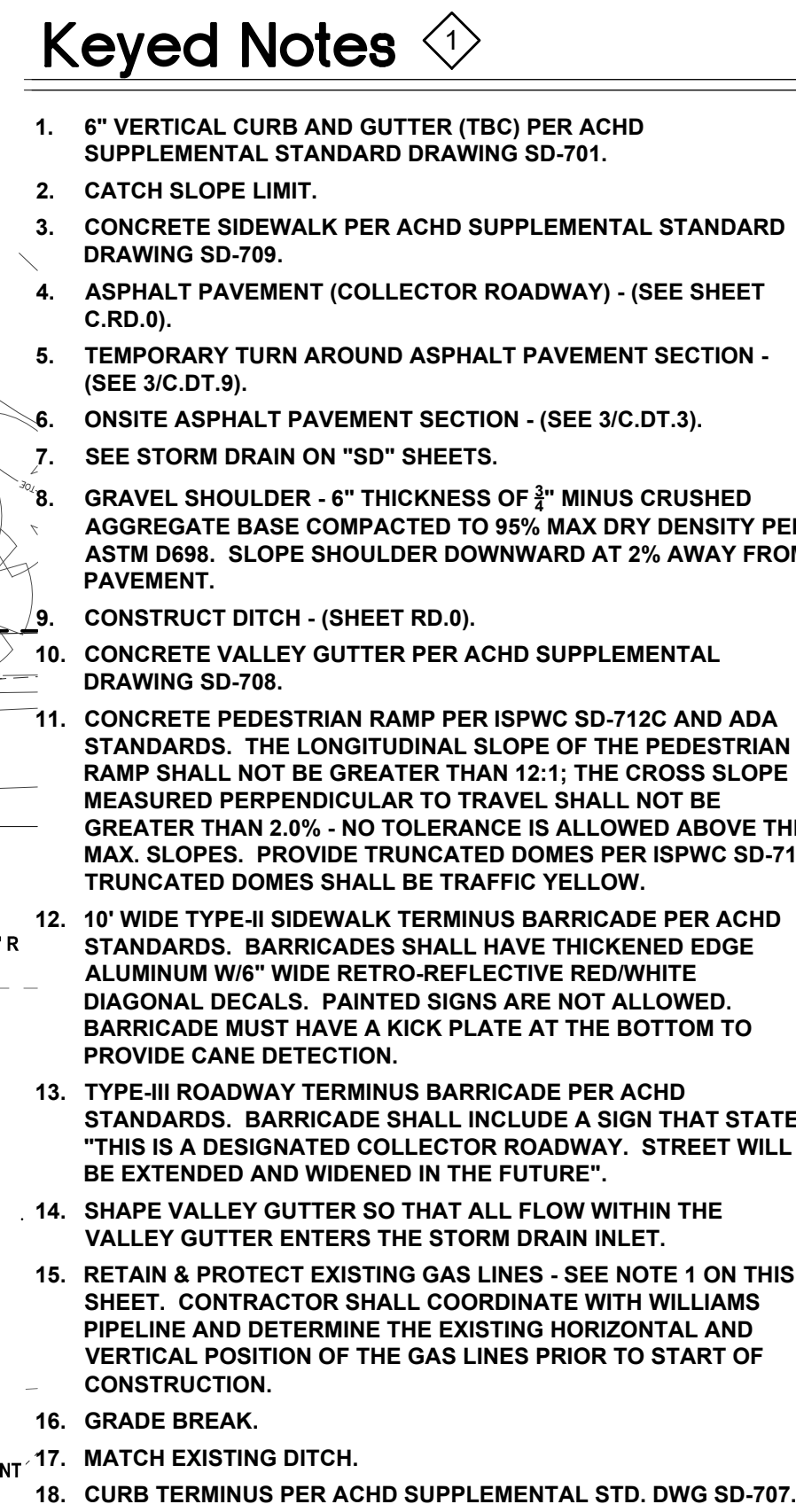
JOB NUMBER: IDB19075

DATE: 09/29/21

SHEET NUMBER: C.RD.1

DRAWN BY: RNE

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- SEEPAGE BED NOTES:**

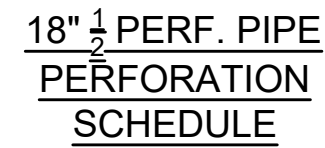
- ## DRAIN ROCK SPECIFICATION

Crushed aggregates shall have a minimum 50% crushed or fractured face (at least on one side and meet the following gradation:

Crushed aggregates shall have a minimum 50% crushed or fractured face (at least on one side and meet the following gradation:

Non-Woven Filter Fabric

Woven Fabric		
Property	Test Method	English
Tensile Strength (Grab)	ASTM D-4632	Min 250 lbs
Puncture Strength or CBR	ASTM D-4833 or	Min 125 lbs or Min 950 lbs
Puncture	ASTM D-6241	80 lbs
UV Resistance	ASTM D-4355	Min 80%
Apparent Opening Size (AOS)	ASTM D-4751	70 US Std. Sieve
Water Flow Rate	ASTM D-4491	Min 18 gpm/ft ²
Percent Open Area	CW-02215	Min 4%

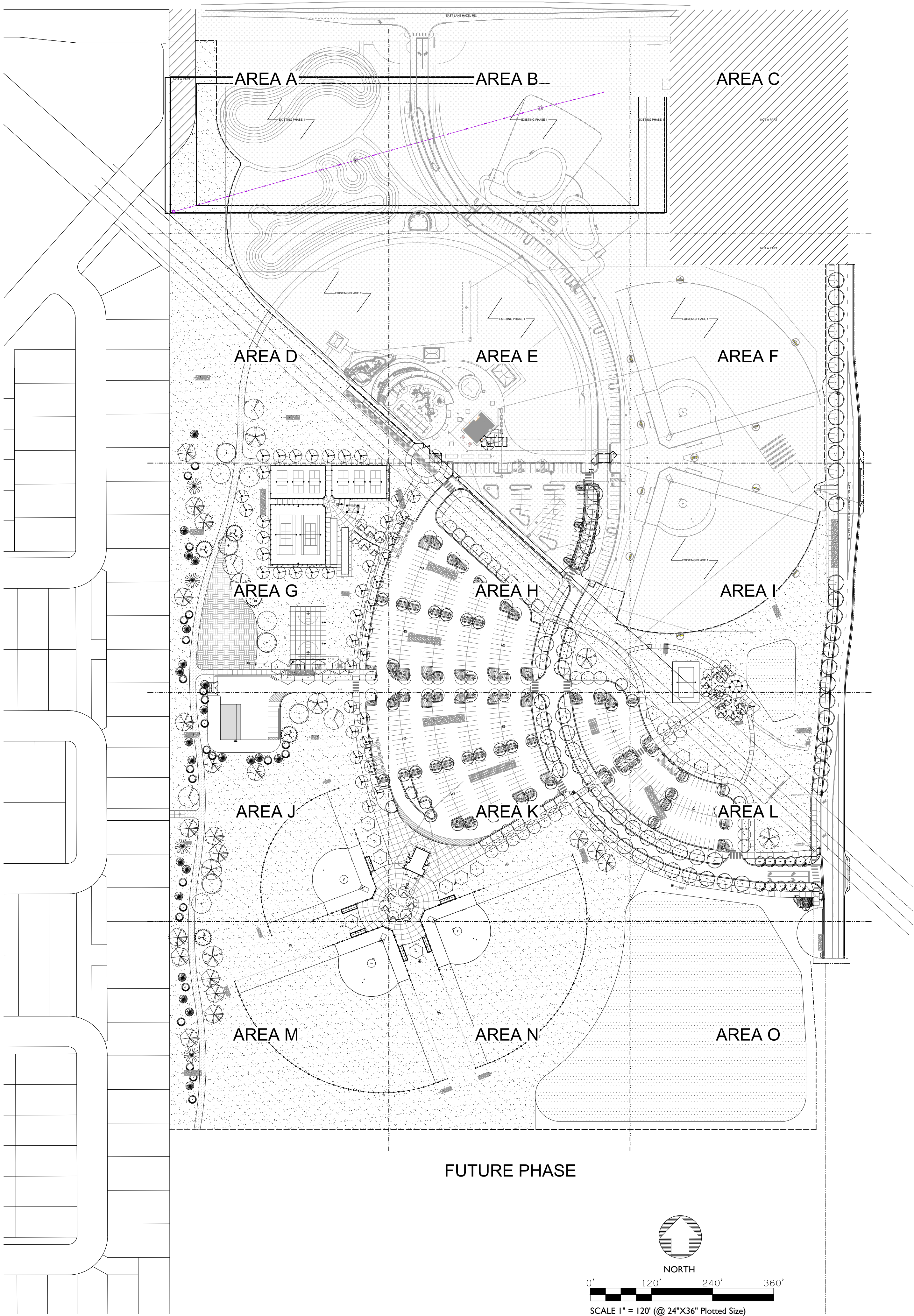


1. THE DESIGN PERCOLATION RATE FOR THE SEEPAGE BED INFILTRATION FACILITIES IS 1 INCH/HR. UNDER DIRECTION OF THE OWNER'S GEOTECHNICAL REPRESENTATIVE, CONTRACTOR SHALL CONDUCT A PERCOLATION TEST TO BE WITNESSED BY THE OWNER'S GEOTECHNICAL REPRESENTATIVE & ACHD. CONTRACTOR SHALL PROVIDE ALL WATER, AND OTHER MATERIALS REQUIRED TO PERFORM THE TEST. THE PERCOLATION TEST SHALL BE PERFORMED BY THE SOILS ENGINEER AFTER THE SEEPAGE BED IS EXCAVATED TO VERIFY THE DESIGN INFILTRATION RATE. (NOTE: AN ACHD REPORTOR MUST BE PRESENT TO WITNESS THE TEST FOR IT TO BE CONSIDERED VALID). IF THE PERCOLATION IS LESS THAN THAT SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR SHALL CONTACT ENGINEER TO RE-DESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION. ACHD APPROVAL IS REQUIRED FOR ANY MODIFICATIONS TO THE STAMPED, APPROVED DESIGN PLANS.

SAND AND GREASE TRAP #	SEEPAGE BED #	TANK SIZE (GAL)	LOWEST UPSTREAM STRUCTURE RIM EL.	LOWEST TANK RIM EL.	LOWEST FG EL. OVER BED.	TOP OF LOWER BAFFLE EL	TANK RIM EL MINUS LOWER BAFFLE EL	HALF PERFORATED PIPE DIAMETER (IN)	HALF PERFORATED PIPE IE.	BOTTOM OF DRAIN ROCK EL.	DRAIN ROCK THICKNESS (FT)	TOP OF DRAIN ROCK EL.	PERF PIPE IE TO TOP OF DRAIN ROCK (FT)	ASTM C33 FILTER SAND THICKNESS (FT)	TOP OF ASTM C33 FILTER SAND EL	BOTTOM OF ASTM C33 FILTER SAND EL	EXISTING GROUND EL.	SEASONAL HIGH GROUND WATER EL.	TOP OF PERF PIPE TO TOP OF ROCK (FT)	BOTTOM OF PERF PIPE TO BOTTOM OF ROCK (FT)	DEPTH FROM ROCK TO GW	LOWEST FG TO TOP OF ROCK	COVER CHECK	UPSTREAM STRUCTURE SURCHARGE
SG ACHD-1	1	1000	2747.42	2747.90	2747.88	2742.64	5.26	18.00	2741.64	2733.40	12.00	2745.40	3.76	1.50	2733.40	2731.90	2747.00	2727.00	2.26	8.24	6.40	2.48	OK	OK
SG ACHD-2	2	1000	2750.62	2750.66	2750.71	2745.77	4.89	18.00	2744.77	2736.16	12.00	2748.16	3.39	1.50	2736.16	2734.66	2750.00	2730.00	1.89	8.61	6.16	2.55	OK	OK

1
C.DT.5

Exhibit C



LEGEND

SYM	COMMON/BOTANIC NAME	SIZE
DECIDUOUS TREES		
	EXISTING TREE - RETAIN AND PROTECT	
	GREENSPIRE LITTLELEAF LINDEN TILIA CORDATA 'GREENSPIRE'	2" CAL B&B
	REDMOND LINDEN TILIA AMERICANA X EUCHLORA 'REDMOND'	2" CAL B&B
	SKYLINE HONEYLOCUST GLEDTISIA TRIACANTHOS 'SKYCOLE'	2" CAL B&B
	CRIMSON SUNSET MAPLE ACER TRUNCATUM X ACER PLATANOIDES 'JFS-KW202'	2" CAL B&B
	MAGYAR GINKGO GINKGO BILOBA 'MAGYAR'	2" CAL B&B
	EMERALD CITY TULIP TREE LIRODENDRON TULIPIFERA 'JFS-OZ'	2" CAL B&B
	PACIFIC SUNSET MAPLE ACER TRUNCATUM X PLATANOIDES 'WARRENRED'	2" CAL B&B
	EMERALD SUNSHINE ELM ULMUS PROPINQUA 'JFS-BIEBERICH'	2" CAL B&B
	WORPLESDON SWEETGUM LIQUIDAMBAR STYRACIFLUA 'WORPLESON'	2" CAL B&B
	FOREST PANSY EASTERN REDBUD CERSIS CANADENSIS 'FOREST PANSY'	2" CAL B&B
	SWEET SATIVA CHESTNUT CASTANEA SATIVA	2" CAL B&B
	KENTUCKY COFFEETREE CYMNOCLADUS DIOICUS	2" CAL B&B
	SWAMP WHITE OAK QUERCUS BICOLOR	2" CAL B&B
	SOIXLAND POPLAR POPULUS DELTOIDES 'SIOUXLAND'	2" CAL B&B
	BLOODGOOD SYCAMORE PLATANUS X ACERIFOLIA 'BLOODGOOD'	2" CAL B&B
	RED OAK QUERCUS RUBRA	2" CAL B&B
EVERGREEN TREES		
	VANDERWOLF PINE PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	7'-8' HT B&B
	BLACK HILLS SPRUCE PICEA GLAUCA 'DENSATA'	7'-8' B&B
	SCOTCH PINE PINUS SYLVESTRIS	7'-8' B&B
SHRUBS/GRASSES/PERENNIALS		
	COREOPSIS COREOPSIS GRANDIFLORA	1 GAL
	KARL FORESTER FEATHER REED GRASS CALAMAGROSTIS X ACUTIFLORA 'KARL FORESTER'	2 GAL
	HIDCOTE BLUE LAVENDER LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE LAVENDER'	1 GAL
	HILLSIDE CREEPER SCOTCH PINE PINUS SYLVESTRIS 'HILL SIDE CREEPER'	1 GAL
	GRO-LOW FRAGRANT SUMAC RHUS AROMATICA 'GRO-LOW'	1 GAL
	LAWN SEEDING	
	WOOD MULCH	

CZC NOTES

1. NEW COLLECTOR ROAD STREET TREES:
1.1. 1275 L.F. OF FRONTAGE FROM NORTH PROPERTY LINE TO SOUTHERN STREET IMPROVEMENT AREA.
1.1.1. 36 TREES REQUIRED
1.1.2. 26 TREES PROVIDED AT 35' SPACING. TREES ARE NOT ALLOWED IN DRAINAGE FACILITIES AND WILLIAMS PIPELINE EASEMENT. THESE 10 TREES ARE MITIGATED ELSEWHERE ON THE SITE.

Issue	Description	Date
CZC		6-23-21
BID SET		9-29-21
ACHD COMMENTS		11-23-21



JENSENBELTS ASSOCIATES
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Landscape Architecture
Urban Design

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Landscape Architecture

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e-mail jba@jensenbelts.com

**MERIDIAN PARKS AND RECREATION
DISCOVERY PARK PHASE 2
2121 E LAKE HAZEL ROAD
MERIDIAN, IDAHO 83642**

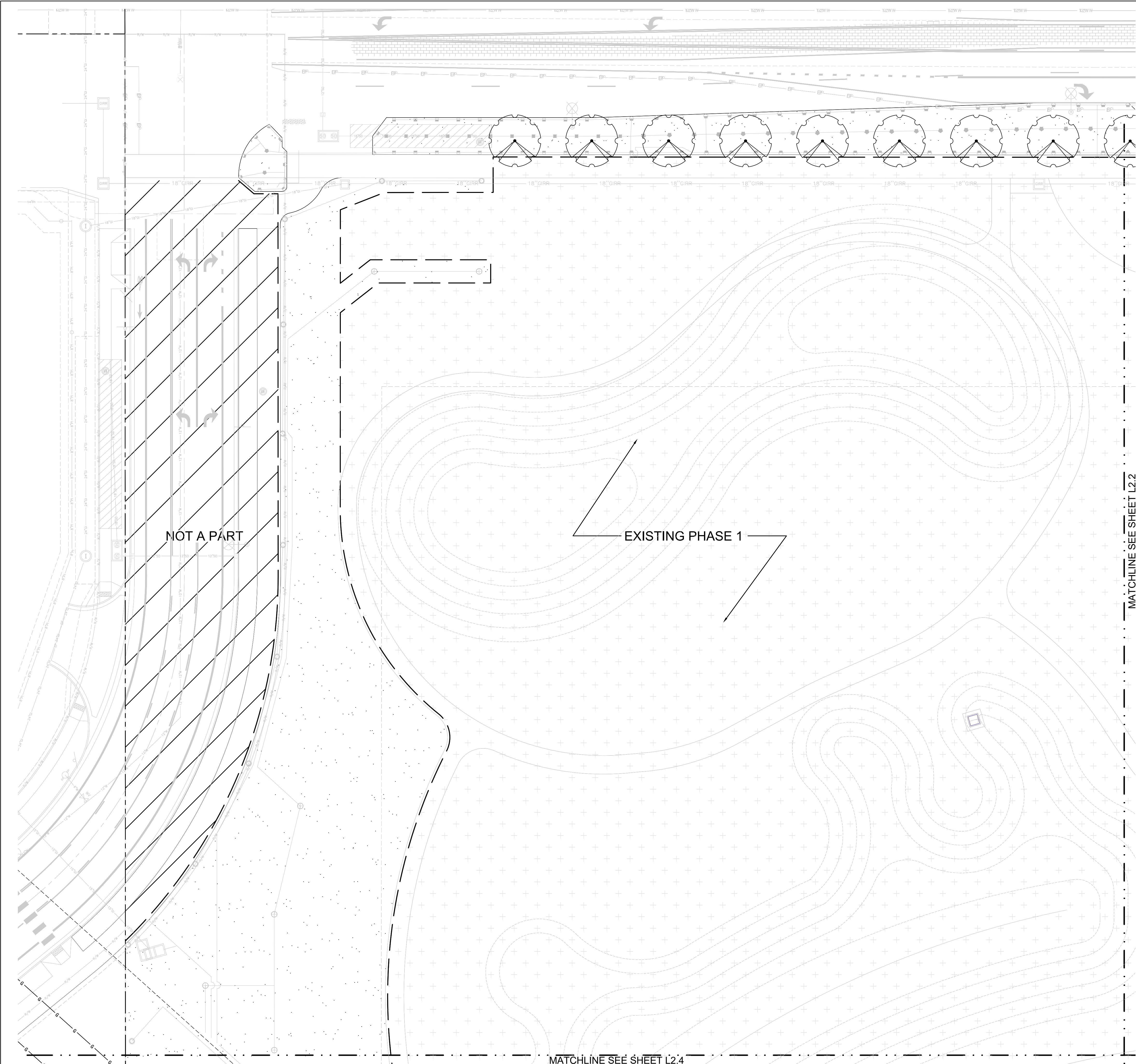
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**OVERALL
PLANTING PLAN**

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Of	Sheets



LEGEND

SYM	DESCRIPTION
<u>DECIDUOUS TREES</u>	
	EXISTING TREE - RETAIN AND PROTECT
	GREENSPIRE LITTLELEAF LINDEN
	REDMOND LINDEN
	SKYLINE HONEYLOCUST
	CRIMSON SUNSET MAPLE
	MAGYAR GINKGO
	EMERALD CITY TULIP TREE
	PACIFIC SUNSET MAPLE
	EMERALD SUNSHINE ELM
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	FOREST PANSY EASTERN REDBUD
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	KENTUCKY COFFEETREE
	SWAMP WHITE OAK
	SOIXLAND POPLAR
	BLOODGOOD SYCAMORE
	RED OAK
<u>EVERGREEN TREES</u>	
	VANDERWOLF PINE
	BLACK HILLS SPRUCE
	SCOTCH PINE
<u>SHRUBS/GRASSES/PERENNIALS</u>	
	COREOPSIS
	KARL FORESTER FEATHER REED GRASS
	HIDCOTE BLUE LAVENDER
	HILLSIDE CREEPER SCOTCH PINE
	GRO-LOW FRAGRANT SUMAC
	LAWN SEEDING
	WOOD MULCH

NOTES

1. ALL TREES SHALL TO BE LOCATED A MINIMUM OF 10 FEET FROM ACHD STORM DRAIN FACILITIES AND STRUCTURES.

2. SEE SHEET L2.0 FOR FULL PLANT SCHEDULE

NORTH

0' 20' 40' 60'

SCALE 1" = 20' (@ 24"x36" Plotted Size)

Issue

Description	Date
CZC	6-23-21
BID SET	9-29-21
RFI 028	8-8-22

STATE OF IDAHO
BRUCE W. TAYLOR
LA-222
LANDSCAPE ARCHITECT

JENSENBELTS ASSOCIATES

Site Planning
Landscape Architecture
Urban Design

Site Planning
Landscape Architecture

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MERIDIAN PARKS AND RECREATION
DISCOVERY PARK PHASE 2
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MERIDIAN, IDAHO 83642

SITE

Job Number 1999

Drawn JBA

Checked BWT

Scale AS SHOWN

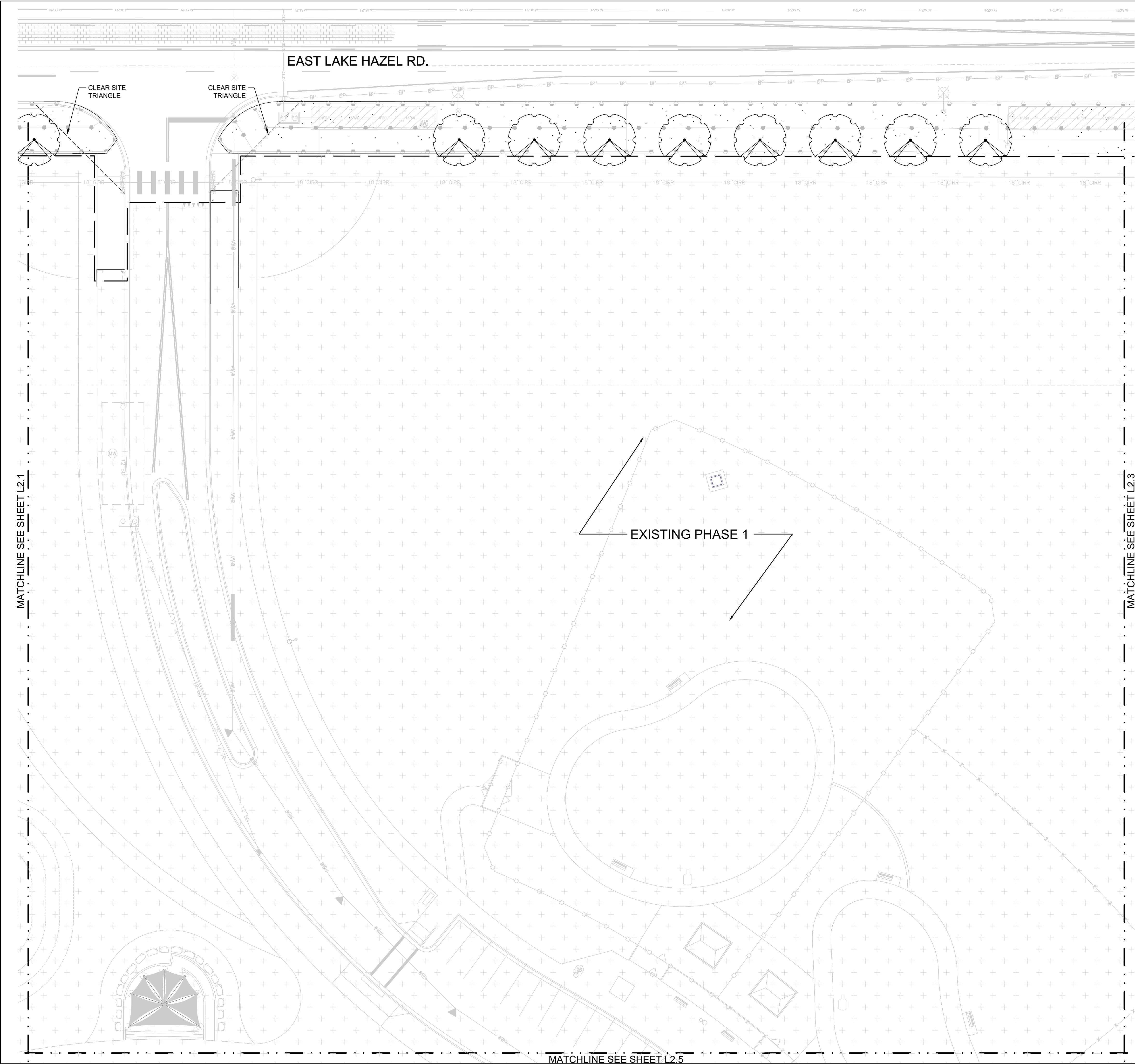
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PLANTING PLAN
AREA A

Sheet Number

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Of Sheets

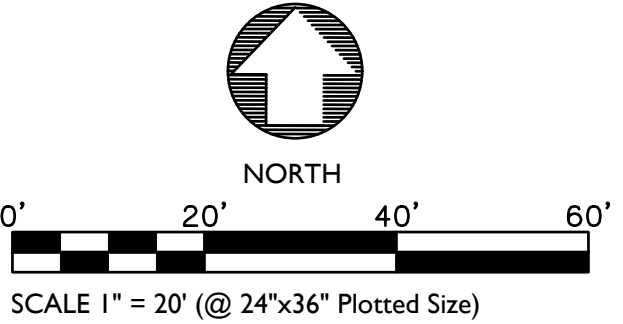


LEGEND

SYM	DESCRIPTION
	<u>DECIDUOUS TREES</u>
	EXISTING TREE - RETAIN AND PROTECT
	GREENSPIRE LITTLELEAF LINDEN
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	MAGYAR GINKGO
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	SCOTCH PINE
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	COREOPSIS
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	WOOD MULCH

NOTES

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- SEE SHEET L2.0 FOR FULL PLANT SCHEDULE



Issue	Description	Date
CZC		6-23-21
BID SET		9-29-21
RFI 028		8-8-22

JENSENBELTS ASSOCIATES
Site Planning
Landscape Architecture
Urban Design

Site Planning
Landscape Architecture

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MERIDIAN PARKS AND RECREATION
DISCOVERY PARK PHASE 2
2121 E LAKE HAZEL ROAD
MERIDIAN, IDAHO 83642

SITE

Job Number 1999

Drawn	Checked
JBA	BWT
Scale	AS SHOWN

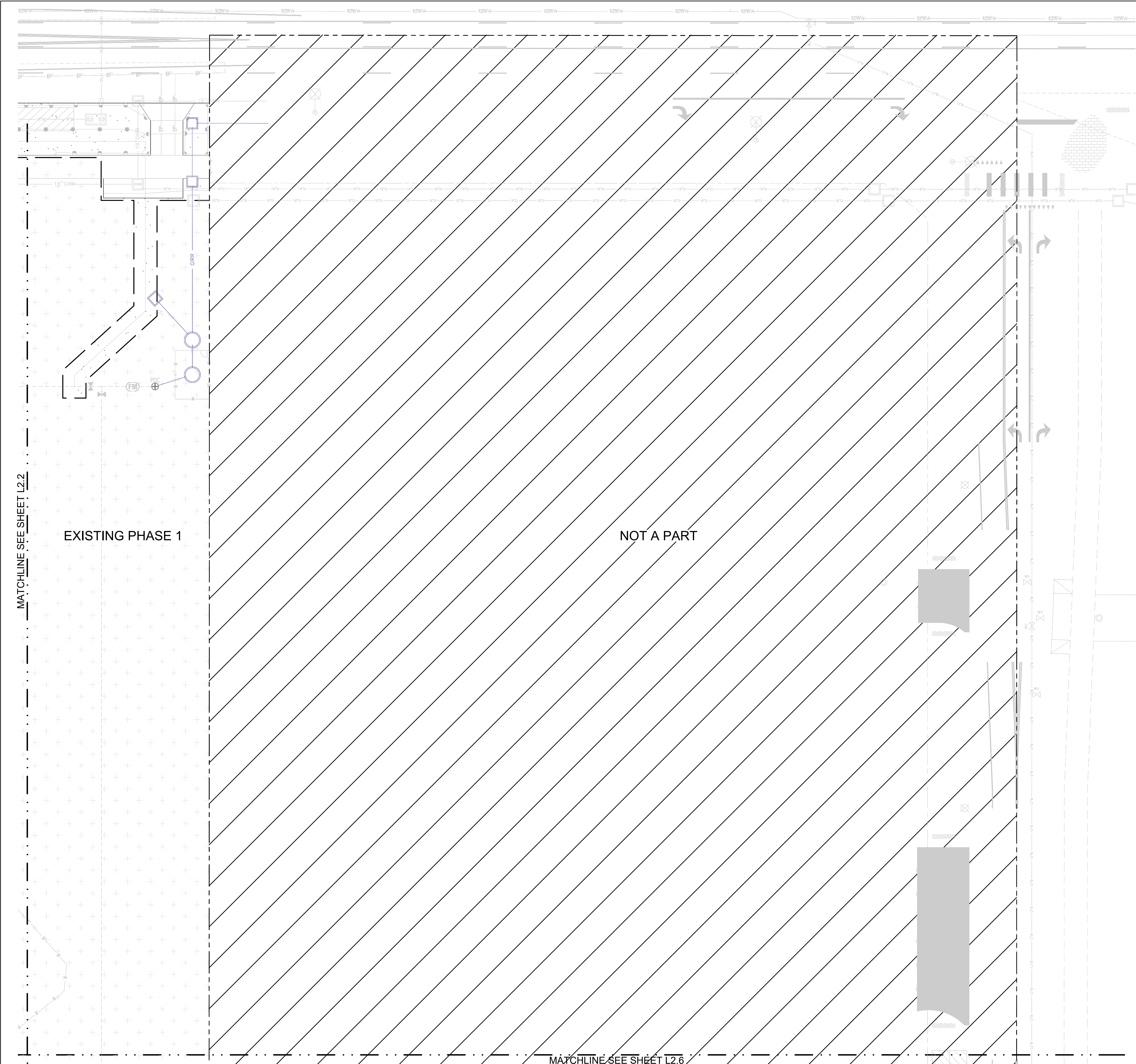
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PLANTING PLAN
AREA B

Sheet Number

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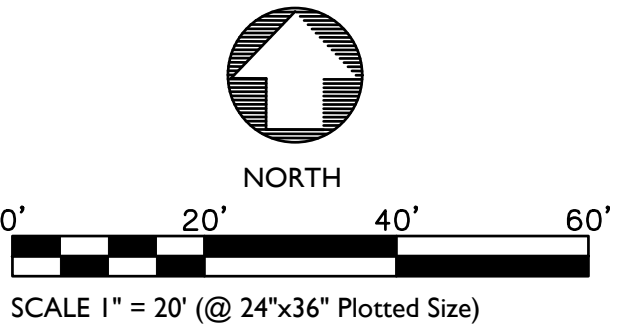


LEGEND

SYM	DESCRIPTION
	<u>DECIDUOUS TREES</u>
	EXISTING TREE - RETAIN AND PROTECT
	GREENSPIRE LITTLELEAF LINDEN
	REDMOND LINDEN
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	PACIFIC SUNSET MAPLE
	EMERALD SUNSHINE ELM
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	VANDERWOLF PINE
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	LAWN SEEDING
	WOOD MULCH

NOTES

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- SEE SHEET L2.0 FOR FULL PLANT SCHEDULE



Issue	
Description	Date
CZC	6-23-21
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RFI 028	8-8-22

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Urban Design

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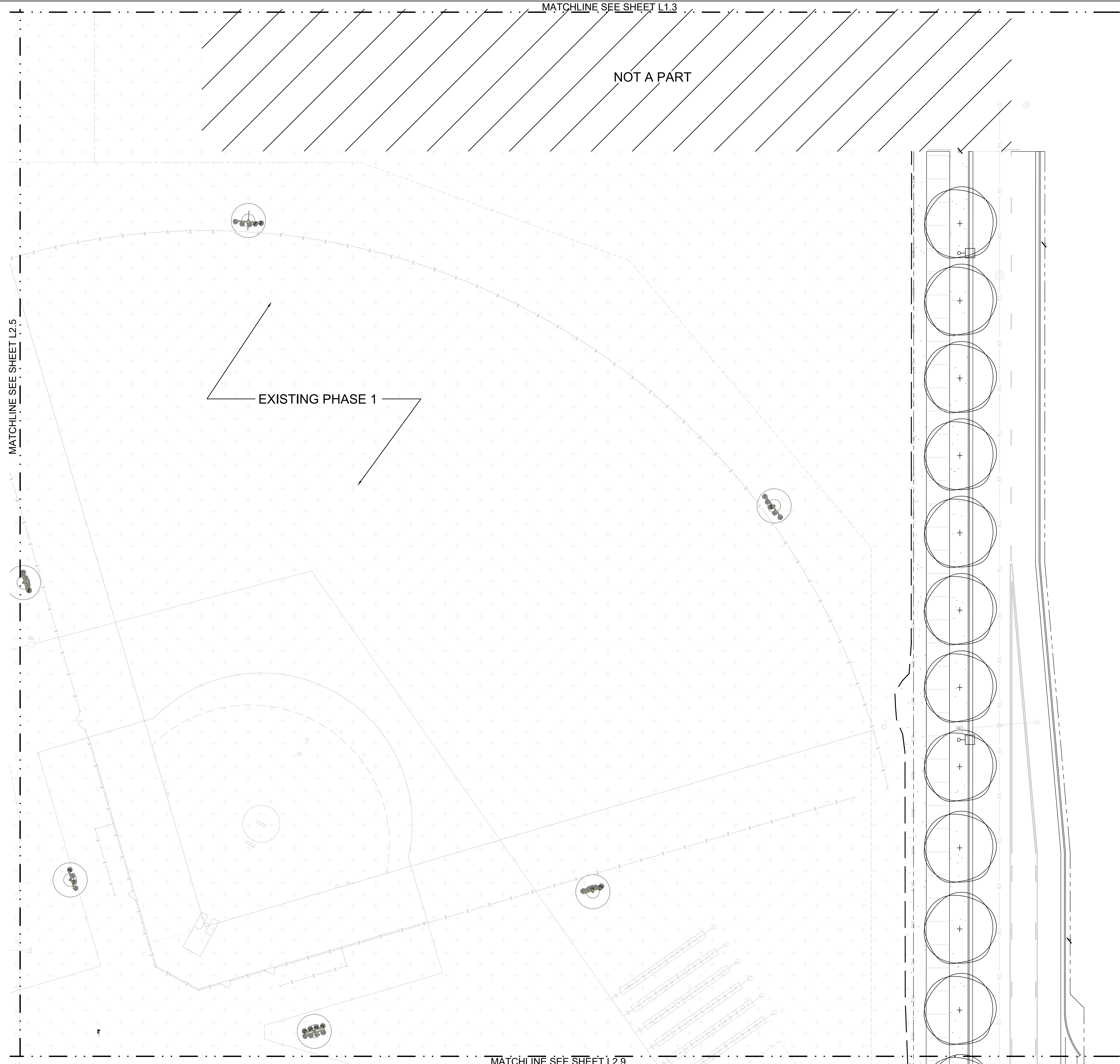
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DISCOVERY PARK PHASE 2
2121 E LAKE HAZEL ROAD
MERIDIAN, IDAHO 83642

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AREA C	

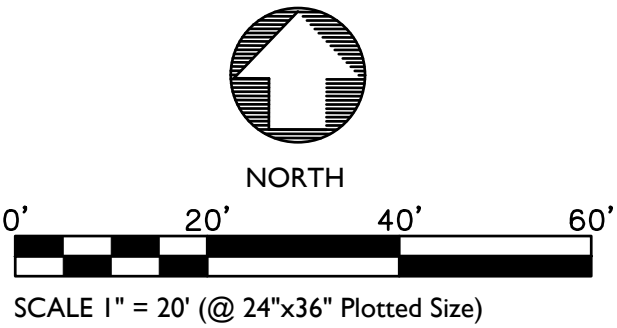
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LEGEND

SYM	DESCRIPTION
<u>DECIDUOUS TREES</u>	
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	GREENSPIRE LITTLELEAF LINDEN
	REDMOND LINDEN
	SKYLINE HONEYLOCUST
	CRIMSON SUNSET MAPLE
	MAGYAR GINKGO
	EMERALD CITY TULIP TREE
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	LAWN SEEDING
	WOOD MULCH

NOTE
SEE SHEET L2.0 FOR FULL PLANT SCHEDULE



Issue	Description	Date
CZC		6-23-21
BID SET		9-29-21



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Landscape Architecture
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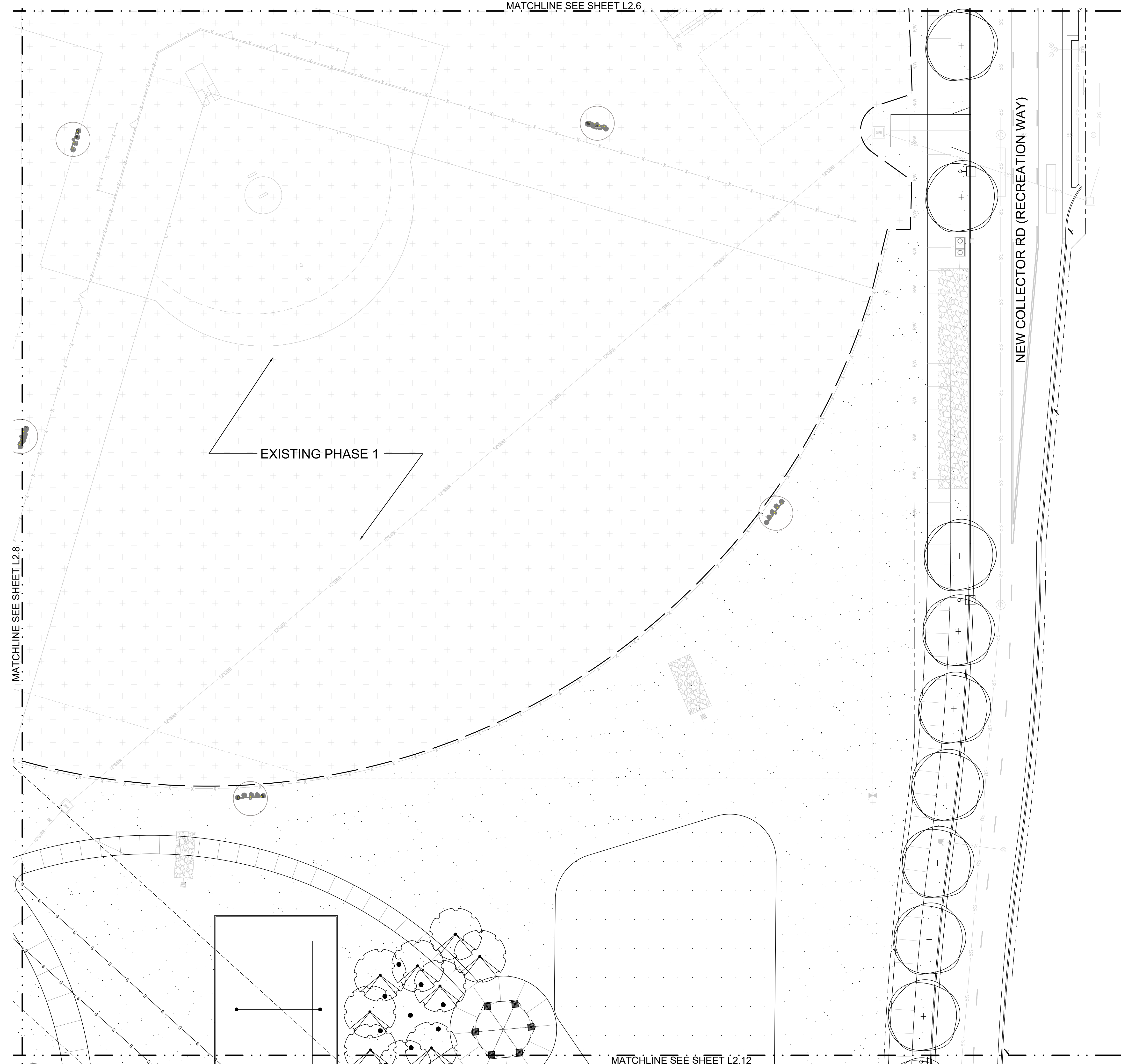
MERIDIAN PARKS AND RECREATION
DISCOVERY PARK PHASE 2
2121 E LAKE HAZEL ROAD
MERIDIAN, IDAHO 83642
SITE

Job Number 1999

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AREA F

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LEGEND	
SYM	DESCRIPTION
<u>DECIDUOUS TREES</u>	
	EXISTING TREE - RETAIN AND PROTECT
	GREENSPIRE LITTLELEAF LINDEN
	REDMOND LINDEN
	SKYLINE HONEYLOCUST
	CRIMSON SUNSET MAPLE
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	EMERALD CITY TULIP TREE
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<u>EVERGREEN TREES</u>	
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<u>SHRUBS/GRASSES/PERENNIALS</u>	
	COREOPSIS
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	HIDCOTE BLUE LAVENDER
	HILLSIDE CREEPER SCOTCH PINE
	GRO-LOW FRAGRANT SUMAC
	LAWN SEEDING
	WOOD MULCH

NOTE
SEE SHEET L2.0 FOR FULL PLANT SCHEDULE

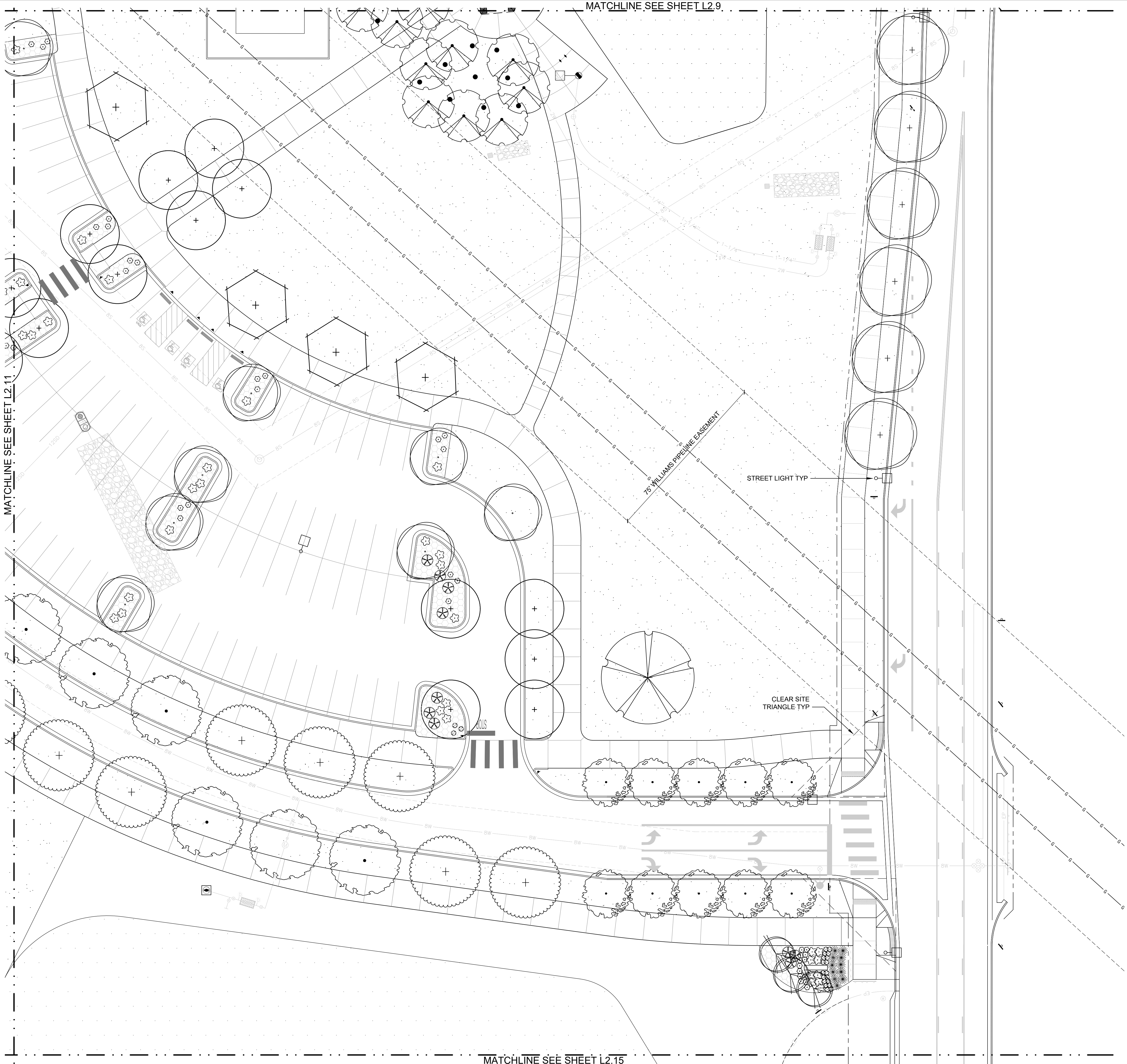
NORTH

0' 20' 40' 60'

SCALE 1" = 20' (@ 24"x36" Plotted Size)

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CZC		6-23-21									
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<p>JENSENBELTS ASSOCIATES Site Planning Landscape Architecture Urban Design</p> <p>Site Planning Landscape Architecture</p> <p>1509 S Tyrell Ln., Ste 130 Boise, Idaho 83706 Ph: (208) 343-7175 e-mail: jba@jensenbelts.com</p>											
<p>MERIDIAN PARKS AND RECREATION DISCOVERY PARK PHASE 2 2121 E LAKE HAZEL ROAD MERIDIAN, IDAHO 83642</p> <p>SITE</p>											
<p>Job Number 1999</p>											
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MATCHLINE SEE SHEET L2.9

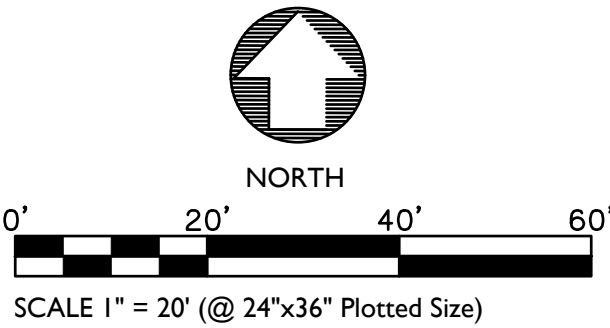


MATCHLINE SEE SHEET L2.15

LEGEND

SYM	DESCRIPTION
<u>DECIDUOUS TREES</u>	
	EXISTING TREE - RETAIN AND PROTECT
	GREENSPIRE LITTLELEAF LINDEN
	REDMOND LINDEN
	SKYLINE HONEYLOCUST
	CRIMSON SUNSET MAPLE
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	WOOD MULCH

NOTE
SEE SHEET L2.0 FOR FULL PLANT SCHEDULE



Issue	Description	Date
CZC		6-23-21
BID SET		9-29-21
ACHD COMMENTS		11-23-21



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Landscape Architecture
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MERIDIAN PARKS AND RECREATION
DISCOVERY PARK PHASE 2
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MERIDIAN, IDAHO 83642
SITE

Job Number 1999

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PLANTING PLAN
AREA L

Sheet Number

L2.12

Of Sheets



AGENDA ITEM

ITEM TOPIC: Approval of Janitorial Services Agreement with KBS, LLC for Janitorial Services
FY2023 – FY2027 for the Not-To-Exceed Amount of \$464,307.93



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Keith Watts, Procurement Manager **Meeting Date:** 9/6/2022
Presenter: N/A **Estimated Time:** 0.00
Topic: Approval of Janitorial Services Agreement with KBS, LLC for Janitorial Services
FY2023 – FY2027 for the Not-To-Exceed Amount of \$464,307.93

Recommended Council Action:

Award of Contract to Kurita America, Inc. for the Not-to-Exceed amount of \$464,307.93 per year and authorize Procurement Manager to sign the Agreement and resulting Purchase Order.

Background:

This agreement is the result of Formal RFP #CW-2242-10150.c issued 6/17/22. Two vendors responded to the RFP.

**SERVICES CONTRACT AGREEMENT
JANITORIAL SERVICES FY2023-2027
PROJECT NUMBER 10150.A**

THIS AGREEMENT FOR JANITORIAL SERVICES shall become effective October 1, 2022, between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and Kellermeyer Bergensons Services, LLC hereinafter referred to as "SERVICES PROVIDER", whose business address is 3605 Ocean Ranch Blvd. Ste 200, Oceanside, CA 92056.

INTRODUCTION

Whereas, the City has a need for services involving **JANITORIAL SERVICES FY2023-2027**; and

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

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

TERMS AND CONDITIONS

1. Scope of Services:

1.1 SERVICES PROVIDER shall perform and furnish to the City upon execution of this Agreement and receipt of the City's written notice to proceed, all services, and comply in all respects, as specified in the Request for Proposal documents CW-2241-10150.C and also the document titled "Scope of Services" a copy of which is attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

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

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

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

2. Consideration

2.1 The Services Provider shall be compensated on a Not to Exceed basis as provided in Exhibit C "Payment Schedule" attached hereto and by reference made a part hereof for the Not-to-Exceed yearly amount of **\$464,307.93.**

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

2.3 Service Provider will provide an itemized monthly statement listing each facility separately and referencing the assigned purchase order number.

Itemization will include, but not limited to:

- A. Facility
- B. Service Provided
- C. Service Date(s)
- D. Service Rate (if applicable)
- E. Total Amount

2.4 Except as expressly provided in this Agreement, Services Provider shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement., including , but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Services Provider shall not be entitled by

virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

Contractor may request one increase per annual contract term. If agreeable to both parties, the increase MUST be documented in the form of a contract amendment executed by both parties. City may request documentation to substantiate the increase.

3. Funding:

Funding shall be appropriated on a yearly basis. Contractor may NOT expend more than the amount specified and approved for a specific fiscal year. Agreement is contingent upon budget approval for each fiscal year.

4. Term:

4.1 This agreement shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, (b) September 30, 2027 or (c) unless sooner terminated as provided below or unless some other method or time of termination is listed in Attachment A.

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

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

5. Independent Contractor:

5.1 In all matters pertaining to this agreement, SERVICES PROVIDER shall be acting as an independent contractor, and neither SERVICES PROVIDER nor any officer, employee or agent of SERVICES PROVIDER will be deemed an employee of CITY. Except as expressly provided in Exhibit A and Exhibit B, Services Provider has no authority or responsibility to exercise any rights or power vested in the City. The selection and designation of the personnel of the CITY in the performance of this agreement shall be made by the CITY.

5.2 Services Provider shall determine the method, details and means of performing the work and services to be provided by Services Provider under this Agreement. Services Provider shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Services Provider in fulfillment of this Agreement.

6. Indemnification and Insurance:

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

A Fidelity Bond shall be acquired, also known as an Employee Dishonesty Bond with the minimum amount of \$50,000. This bond is to protect the city and its employee's personal property, money, and securities within the City's facilities against loss or damage caused by Service Providers employees or agents' dishonesty, theft, or actions leading to a loss.

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

CITY

City of Meridian
Procurement Manager
33 E Broadway Ave
Meridian, ID 83642
208-888-4433
Email: kwatts@meridiancity.org

CONTRACTOR

Kellermeyer Bergensons Services, LLC
Attn: Casey G. Killian
3605 Ocean Ranch Blvd. Ste. 200
Oceanside, CA 92056
Phone: (801) 641-4225
Email: casey.killian@kbs-services.com

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

8. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
9. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
10. **Assignment:** It is expressly agreed and understood by the parties hereto, that SERVICES PROVIDER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
11. **Discrimination Prohibited:** In performing the Services required herein, SERVICES PROVIDER shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
12. **Reports and Information:**
 - 12.1 At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.
 - 12.2 Services Provider shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, and printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

13. **Audits and Inspections:** At any time during normal business hours and as often as the CITY may deem necessary, there shall be made available to the CITY for examination all of SERVICES PROVIDER'S records with respect to all matters covered by this Agreement. SERVICES PROVIDER shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
14. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
15. **Compliance with Laws:** In performing the scope of services required hereunder, SERVICES PROVIDER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
16. **Changes:** The CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of SERVICES PROVIDER'S compensation, which are mutually agreed upon by and between the CITY and SERVICES PROVIDER, shall be incorporated in written amendments to this Agreement.
17. **Termination:** If, through any cause, SERVICES PROVIDER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of CITY, the CITY shall thereupon have the right to terminate this Agreement, in part or in its entirety, by giving written notice to SERVICES PROVIDER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. SERVICES PROVIDER may terminate this agreement at any time by giving at least sixty (60) days' notice to CITY.

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

Notwithstanding the above, SERVICES PROVIDER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by SERVICES PROVIDER, and the CITY may withhold any payments

to SERVICES PROVIDER for the purposes of set-off until such time as the exact amount of damages due the CITY from SERVICES PROVIDER is determined. This provision shall survive the termination of this agreement and shall not relieve SERVICES PROVIDER of its liability to the CITY for damages.

18. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
19. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.
20. **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.
21. **Public Records Act:** Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The CITY will not accept the marking of an entire document as exempt. In addition, the CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the CITY shall constitute a complete waiver of any and all claims for damages caused by any such release.
22. **Confidentiality:** Services Provider understands and acknowledges that all tests and results (confidential information) are intended solely for the City. Services Provider agrees to hold all confidential information in confidence and will not disclose the confidential information to any person or entity without the express prior written consent of City.
23. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.
24. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

CITY OF MERIDIAN

BY: _____
KEITH WATTS, Procurement Manager

Dated: _____

KELLERMEYER BERGENSONS SERVICES, LLC

BY: Casey J. Killian

Dated: 08-17-22

EXHIBIT A

SCOPE OF SERVICES

1. General

This Contract establishes the standard for janitorial services at various City facilities. The Service Provider shall provide all management, supervision, labor, materials, supplies, transportation of owner supplied supplies to each facility, and equipment (except as otherwise provided), and will plan, schedule, coordinate and assure effective performance of all services described herein. The Service Provider will be required to provide janitorial and related services in accordance with the specifications of this solicitation. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Service Provider shall employ methods that are generally accepted and used by the industry. Contract oversight is by the Building Maintenance Technician or their designated representative.

2. Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3. Service Locations

The work shall be performed at the City locations identified in this section. The City reserves the right to add or delete locations.

LOCATION	ADDRESS	SQUARE FOOTAGE (Est area of service)	SCHEDULE OF SERVICES
City Hall	33 E Broadway	100,000	After 5:00pm
Police Station Administration Building	1401 E. Watertower	32,950	Records Area on the 1 st Floor and all Office Areas on 2 nd Floor to be Services Between 8:00am and 5:00pm

			All Other Areas Services After 5:00pm
Police Station K-9 Building	1401 E. Watertower	540	After 5:00pm
Police Station Public Safety Training Center (PSTC)	1223 E. Watertower	12,700	After 8:00pm
Police Station Scenario Village	1185 E Watertower	11,700	After 6:00pm
Water Administration	2235 NW 8 th St.	8,000	After 5:00pm
Wastewater Resource Recovery Facility Administration Building	3401 N. Ten Mile	12,200	After 5:00pm
Wastewater Resource Recovery Facility Controls Building	3401 N. Ten Mile	3,600	After 5:00pm
Wastewater Resource Recovery Facility Lab Building (only area specified)	3401 N. Ten Mile	2,500	After 5:00pm
Parks and Recreation Maintenance Building	1700 E. Lanark	2,500	After 5:00pm
Parks and Recreation Homecourt		48,960	After 10:00pm Mon-Fri After 8:00pm Sat-Sun
Community Center	213 E Idaho	4,200	Normally after 6:00pm (unless public classes are occurring – then afterwards)
Fire Station 1	540 E. Franklin	6,172	8:00am-5:00pm
Fire Station 2	2401 N. Ten Mile	3,570	8:00am-5:00pm
Fire Station 3	3545 N. Locust Grove	2,769	8:00am-5:00pm

Fire Station 4	2515 S. Eagle	3,834	8:00am-5:00pm
Fire Station 5	6001 N Linder	3,816	8:00am-5:00pm
Fire Station 6	1435 W Overland	6,000	8:00am-5:00pm
Fire Safety Center	1901 E. Leighfield	920	8:00am-5:00pm M-F
Meridian Pool	213 E Franklin	8,505	After 8:00pm

*Measurements are approximations only. It is up to the Service Provider to field-verify dimensions to satisfy their needs.

4. Schedule of Services

Work is to be performed outside of the City's regularly scheduled business hours except where otherwise specified. All tasks are to be completed on their designated service days. Service schedule cannot be altered without prior approval from the City's Building Maintenance Technician. All regular janitorial personnel must work the same continuous shift.

5. Observed Holidays

City observed holidays are listed below. City facilities are closed on these days and services are not required except where otherwise specified. Scheduled services that fall on a holiday are to be performed the **next business** day. Observed holidays are:

- New Year's Day
- Martin Luther King/Human Rights Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

The following is a list of Holiday services to be performed at facilities:

- Homecourt: New Year's Day, Martin Luther King/Human Rights Day, President's Day, Veterans Day
- Community Center: Martin Luther King/Human Rights Day, Veterans Day
- Meridian Pool: Juneteenth Day

6. Minimum Qualifications of Service Provider

Service Provider must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Service Provider must:

- A. Be a company that has been in business and performing services specified herein for a minimum of five (5) consecutive years.
- B. Possess and keep in force all licenses, certifications, bonds and permits required to furnish and perform the services specified herein.
- C. Possess the ability to commit sufficient staffing, equipment and materials to perform the work required (with the exception of restorative carpet cleaning services).

7. Qualifications of Service Provider's Personnel

- A. All matters and costs pertaining to the recruitment, screening, City required background screening, hiring and retention of personnel shall be the exclusive responsibility of the Service Provider. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.
- B. All personnel used by the Service Provider shall be subject to review and approval by the City. The City reserves the right to demand the removal of any employee who is deemed unacceptable for any reason.
- C. All work by contract personnel shall be performed in a professional, courteous manner. Discourtesy, rudeness, or the use of profanity will not be tolerated, and shall be grounds for immediate removal of the offending employee from performing work under any contract awarded as a result of this specification.

8. Staffing Levels:

Service provider shall maintain an adequate number of employees to satisfactorily perform scheduled tasks. Service Provider will provide an adequate number of trained cleaning personnel each day to ensure that all cleaning services herein specified are accomplished. It is the Service Provider's responsibility to determine and furnish the total staff-hours required to meet the requirements of the service level agreement. The Service Provider shall provide onsite supervision at City Hall. Supervisor will be responsible for staff at all locations.

Service Provider will ensure that all employees working within City facilities can read and understand warning signs that are written in English.

The Service Provider shall provide onsite supervision to assure competent performance of the work during the scheduled hours. The Service Provider or authorized agent will make daily routine inspections prior to leaving for the day to ensure that the work is performed as required by this Contract. The Service Provider's job manager and supervisors must be literate and fluent in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. The Service Provider's on site supervisor must also be literate and fluent in the primary language of the Janitorial staff. All supervisors shall have an intimate knowledge of the various cleaning tasks, equipment and materials so as to be able to maintain and control an effective inspection and follow-up program. The supervisor shall be authorized to represent and act for the Service Provider.

The Service Provider shall provide and equip each shift supervisor with a communication device such as a cell phone or similar independent communication device.

9. Staff Training:

Service Provider shall comply with the OSHA Standard as it pertains to the training, safety and equipment needed for all employees engaged in Janitorial service. Service Provider shall be responsible for compliance on date of Contract acceptance.

Proposer shall furnish information about the training programs for managers, supervisors and workers covering the following categories: Include training for 1) general cleaning, 2) floor work, 3) carpet cleaning and 4) OSHA standards.

Describe in detail your firm's training procedures for complying with above regulations.

10. Cleaning Standards: The following cleaning standards shall be used on a daily basis and during the quality assurance inspection process to assess the quality of cleaning.

A. Building and Elevator Mats, Carpets, Floors, Cove Bases, Corners, Thresholds, and Stairwell Landings and Steps

1. Shall be free of dust, cobwebs, spots, stains, gum, dirt and debris without causing damage.
2. Shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
3. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY.

B. Building and Elevator Walls, Ceilings, Wainscot and Ledges

1. Shall be free of dust, cobwebs, soil, spots and stains without causing damage.
2. Elevator walls and ceiling shall be polished to a high-shine and shall appear streak-free, film-free and uniformly clean.
3. Elevator buttons and surround, inside and outside of the car, shall be disinfected.

C. Building and Elevator Doors

1. Doors shall be free of dust, cobwebs, soil, spots and stains without causing damage.
2. Elevator doors shall be polished to a high-shine and shall appear streak-free, film-free and uniformly clean.
3. Handles, push plates, crash bar apparatus, and kick plates on doors shall be polished to a high-shine and shall appear streak-free, film free and uniformly clean.
4. Handles, push plates and crash bar apparatus shall be disinfected.

D. Glass and Metal Surfaces

1. Shall appear streak-free, film-free and uniformly clean. This includes the elimination of dust and soil from sills, ledges and heat registers.

E. Water Fountains

1. Shall be free of dust, cobwebs, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Pushbars shall be cleaned and disinfected. Water fountains shall appear visibly and uniformly clean. This includes the elimination of film and cleaner residue.

F. Stairwell Handrails, Related Surfaces, Exposed Mechanical and Structural Elements, Window Sills and Ledges

1. Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This included the elimination of film, streaks, lint, standing water, cleaner residue or film.

G. Restrooms

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by CITY. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

1. Dispensers and hardware shall be free of dust, dried-soil, bacteria and soil without causing damage. Bright work shall be uniformly cleaned, disinfected and shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item. No cleaning agents are to come in contact with fixture sensors.
2. Sinks shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This includes the elimination of streaks, embedded soil, film and water spots.
3. Counters shall be free of dust, cobwebs, bacteria, and soil without causing damage. Surfaces shall be uniformly cleaned, disinfected and shall appear visibly and uniformly clean.
4. Mirrors shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
5. Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks, film and water spots.
6. Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks and film.
7. Waste containers shall have contents removed and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

H. Air Vents

1. Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

I. Light Fixtures

1. Light fixtures shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

J. Counters and Office Equipment

1. Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean.

K. Waste and Recycling Containers

1. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected monthly, at a minimum. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
2. Recycling containers shall be cleaned and disinfected monthly, at a minimum. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.

L. Furniture and Furnishings

1. Common area, conference room, copier area furniture and equipment shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of cleaner residue, streaks and film. Individual office desks and work surfaces will be cleaned by CITY of Meridian employee.
2. Tables and chairs shall be free of dust and soil. These surfaces shall appear visibly and uniformly clean. Tables are to be wiped with cleaner daily to remove all finger prints.
3. Lamps shall be free of dust, cobwebs, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This includes the elimination of streaks, cleaner residue and film.
4. Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This includes the elimination of streaks, film and cleaner residue.

5. Cabinets, refrigerator and microwave exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film. Sinks and fixtures shall be clean and sanitized.

M. Miscellaneous Carpet Cleaning/Deep Machine Extraction

1. The professional cleaner shall use truck mounted, heavy duty hot-water extraction method for cleaning of carpets (and upholstered chairs). All cleaning methods and workmanship must be in strict accordance with carpet and furniture manufacturer's requirements.
2. Carpets that are cleaned must be dry within seven (7) hours after completion of work. The Service Provider shall supply and set up fans of adequate size and in sufficient number to ensure carpets will be dry within said time frame.
3. All Service Provider employees providing services must have a minimum of five (5) years of verifiable commercial carpet cleaning experience.
4. The cleaning will take place during the weekend, or in the evening after hours if approved by City
5. The cleaning operations frequency and locations are noted in the Task Frequency Sheets of Exhibit B.

N. Janitor Closets and Storeroom

1. Shelves - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stored in an organized fashion, in their appropriate locations by neatly utilizing shelving space.
2. Storeroom shall appear visibly and uniformly clean. Delivered supplies shall be unpacked and stored, in an organized fashion, in their appropriate locations by neatly utilizing shelving and storage space.
3. Janitor carts shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized, neatly. Carts shall be cleaned and disinfected monthly, at a minimum.
4. Walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.

5. Utility sinks shall be free of dust, cobwebs, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This includes the elimination of streaks, embedded soil, film and water spots.
6. Bright work shall be cleaned, de-scaled and polished.
7. Floors shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.

O. Trash Removal/Trash Containers/Recycle Containers

1. Waste removal shall be to containers designated by CITY and shall be deposited in such a manner that contents will not fly around causing a mess or nuisance.
2. Waste containers shall be fitted with a liner.
3. Recycle bins in cubicles and office areas shall be emptied as necessary.

11. Security

1. Service Provider will be responsible for compliance with all City security requirements.
2. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured. On occasion, certain areas that are normally open for cleaning may be secured. In such a situation, cleaning shall take place only upon request of the Building Maintenance Technician. Service Provider will not enter any office where the door is closed.
3. Service Provider shall not duplicate any keys for premises unless directed to do so by the Building Maintenance Technician. Service Provider/Supervisory staff must promptly report any lost keys or need for additional keys to the Building Maintenance Technician.
4. To avoid the possibility of tracing lost keys to the premises, the Service Provider shall not put identification on any keys.
5. Service Provider will only access departments through the card reader access doors.

A. Background Checks:

1. Service Provider shall hire an independent security firm (specialist) to perform background checks and fingerprinting on all employees, subcontractors, vendors, delivery personnel, or others required to have regular access to the site. These checks will be conducted on an annual basis. Any prior convictions for theft offenses, violent crimes, sexual offenses, and criminal convictions will not be allowed. Cost of background checks will be borne by the Service Provider. Employees working at the Police Department campus will be required to go through an additional background check. The cost for background checks will be borne by the service provider.
2. Service Provider shall submit a written plan to the City's site representative for review and approval. The plan shall outline procedures proposed for conducting background checks. Submittal shall also contain name and qualifications of the security firm that will perform background checks.
3. The background checks shall check for outstanding warrants (both local and national), verification of U.S. citizenship or appropriate work visa, and known ties to terrorist groups. Only personnel whose background is clear of the listed items shall be allowed to obtain security photo identification/access cards and gain full access to the site. The Service Provider shall provide a list to the City with personnel proposed to have site access privileges. Further the Service Provider must certify that a background check has determined each individual is clear of the listed items

B. Photo Identification/Access Cards:

1. Security photo identification/access cards shall be worn at all times by on-site personnel (Service Provider's employees, subcontractors, and others required to have access to site). Only personnel that pass specified background check shall be allowed to wear security photo identification/access cards.
2. Personnel will not be allowed to access site without security photo identification/access cards. Personnel found on-site without photo identification/access cards are to be immediately removed from site.
3. Security photo identification/access cards shall be issued by the City. The City will supply up to 12 photo/identification/access cards the first year at no charge. Additional photo identification/access cards will be at the cost of \$20 each, which will be the responsibility of the Service Provider. Lost or stolen cards must be reported immediately and the Service Provider will be responsible for replacement cost. Service Provider shall schedule arrangements with Building Maintenance Technician and Security Coordinator.

C. Intrusion Alarms:

1. Service Provider's personnel performing work at service locations equipped with intrusion alarms will be responsible for disarming the alarm upon entering the facility and arming the alarm upon exiting. City's Building Maintenance Technician shall be responsible for furnishing instructions to the Service Provider's supervisory personnel on the correct procedures for operating each intruder alarm system. Awarded Service Provider could be responsible for any false alarm fees due to the improper use of the intrusion system. It shall be the Service Provider's responsibility to instruct any temporary or replacement personnel on the operation of the intruder alarm system.

12. Safety

The Service Provider shall be responsible for all necessary training relating to the application of chemicals and the use of equipment as it relates to the Work. Service Provider shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the Work (i.e. hazardous material communication, blood borne pathogens, etc.). Service Provider shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to employees, bystanders, materials, equipment and property. In so doing, Service Provider shall comply with the applicable rules and regulations of any regulatory body (i.e. OSHA) having jurisdiction over the safety of persons or property. Service Provider shall be liable for any resulting damage arising from its operations.

Service Provider will not compromise the safety of City employees or the public through Service Provider's, Service Provider Employees, or Service Provider's Agents actions.

Service Provider may be required to maintain an incident log and report OSHA recordable incidents to the Building Maintenance Technician within 24 hours of request.

13. Materials, Supplies and Equipment

A. Supplies

1. Service Provider shall furnish all cleaning supplies and equipment necessary to do the work.
CITY will furnish the following supplies: restroom and kitchenette soap, restroom and kitchenette paper products, hand sanitizer dispenser product, garbage bins plastic bags and restroom feminine products.
2. Ordering supplies will be done via email to the Building Maintenance Technician.

3. Service Provider shall be responsible for transporting supplies from City Hall to the individual service locations and stocking supplies in the Janitorial Rooms/Closets.
4. Service Provider shall maintain owner furnished supplies.
5. Service Provider certifies that all materials, equipment, etc., used in the performance of the Work meet all Occupational Safety and Health Act (OSHA) and applicable environmental requirements.
6. A complete list of cleaning materials, supplies and equipment to be used by Service Provider shall be submitted to City prior to the commencement of the Service Agreement. The list must show generic-type, brand name, model number (if applicable), product name (if applicable) and catalogue number. In the case of cleaning chemicals, a copy of the Safety Data Sheets (or Material Safety Data Sheets if Safety Data Sheets are not yet available for the product) must be provided.
7. All cleaning chemicals used by Service Provider shall be in compliance with OSHA's Hazard Communication Standard (HCS).

B. Hazardous and Toxic Substances

Manufacturers and distributors are required by the Federal Hazardous Communication Standard (29 CFR 1910.1200) to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. Contractor must comply with these laws and must provide CITY with copies of the Material Data Sheets five (5) days prior to performance of services or contemporaneous with delivery of services. The CITY will require that the Contractor maintain an onsite Material Safety Data Sheet three ring binder for all chemicals and substances used in each facility. Binders shall be kept in the primary janitorial closet in each facility.

C. Equipment

Service Provider will furnish and maintain in good working condition all the necessary cleaning equipment required to maintain the facilities as specified in this Scope of Services including, but not limited to, vacuum cleaners, mops, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment. Equipment (vacuums, buffers, pylons, buckets) will be kept clean by the Service Provider and stored in a designated location when not in use.

14. Storage Space

- A. City may provide some storage space at the various facilities for janitorial supplies and equipment. Due to the limited amount of space, and storage space beyond that which City is presently providing for janitorial equipment is the responsibility of Service Provider.

- B. Service Provider shall keep storage spaces neat and clean at all times and in accordance with applicable fire codes, regulations and good housekeeping standards.

15. Waste & Recycle Removal

All collected trash and recycling must be transported by Service Provider to area(s) designated by the City. Each location will have a collection site(s).

16. Reporting Problems

Janitorial staff shall report any operational or maintenance problems encountered during the course of the work to their supervisor at the end of each shift. These issues shall be communicated to the Building Maintenance Technician by Service Provider's supervisory and/or managerial staff by 12:00 PM on the following business day. The supervisor will alert City if supply stock is below two weeks.

17. Performance / Evaluation of Work

The level of cleaning is extremely important. Quality of work will be formally evaluated through inspections scheduled by the Building Maintenance Technician at the CITY's discretion.

Evaluation of work will include the following:

1. Adherence to work schedule for all scheduled work tasks
2. Performance and quality of cleaning for scheduled work tasks
3. Adherence to all specifications and requirements of the contract documents

At a minimum, a semi-annual, in-person meeting must be conducted between the Service Provider/Supervisor and the City to discuss performance/evaluation of work. It will be the responsibility of the Service Provider to coordinate this meeting and to be prepared to discuss the items listed below:

1. Adherence to work schedule for all scheduled work tasks
2. Performance and quality of cleaning for scheduled work tasks
3. Repetition of violations of work tasks not performed during the month
4. Response time to correct substandard work
5. Adherence to all specifications and requirements of the contract documents

18. Inspections

- A. Service Provider Lead/Supervisor will make daily routine inspections at each location after services have been provided to ensure Service Provider's work is performed as required by this Contract.
 - a. Service Provider will create a checklist for use in daily routine inspections and review with City for approval before use. The checklist will be aligned

specifically with the contract "Task List" of services to be performed in each facility at the designated times. It will be completed by indicating the completion of tasks and will be signed by the Service Provider Lead/Supervisor designating satisfactory completion of services. Service Provider will provide the completed checklist to the Building Maintenance Technician in electronic form the day after being completed.

- B. CITY's Building Maintenance Technician or designee shall conduct regular inspections of the premises to ensure compliance with the work required by this contract.
- C. Extra work authorized by the Building Maintenance Technician will also be inspected on a regular basis to ensure compliance with the standards of the City and this contract.
- D. The Service Provider's supervisor shall be available, upon request, for inspections with the Building Maintenance Technician.

19. Service Complaints and Violation Substantiation Process

A. Service Complaints

Service Complaints from within the City will be dispositioned through a validation process. Once a complaint is received the City will go through the following process to validate its legitimacy and determine if it is a "Task Violation".

Process Outline:

1. Complaint will be visually confirmed. If feasible, a picture with supporting information will be obtained.
2. The City will cross check the complaint against the completed daily "Checklist" from the Service Provider/Supervisor.
3. A determination of whether a service violation occurred or not will be made by the City.
4. If a service violation has occurred, the Service Violation Penalties section of this contract will be followed.
5. The findings of this process will be shared with the Service Provider/Supervisor as per the "Communication" protocol of this agreement.

B. Service Violations

Service Violations from the CITY's Building Maintenance Technician or designee regular inspections to ensure compliance with the work required by this contract will go through the following process.

Process Outline:

1. A picture with supporting information will be obtained.

2. The City will cross check the service violation against the completed daily "Checklist" from the Service Provider/Supervisor.
 3. If a service violation has occurred, the Service Violation Penalties section of this contract will be followed.
 4. The findings of this process will be shared with the Service Provider/Supervisor as per the "Communication" protocol of this agreement.
- C. Service Violations must be corrected within two (2) hours for daily and weekly tasks and 48 hours all other tasks. Failure to respond within the timeframe will be cause for a \$100 penalty for each service task.
- D. Service Provider's Supervisor will notify Building Maintenance Technician once deficiency is corrected and provide picture of correction. In the event that the Building Maintenance Technician re-visits the deficiency noted as being corrected and finds the deficiency not corrected, City will levy a \$100 penalty for each time the Service Provider has to be contacted again to address the deficiency.

20. Communications

Service Provider shall not contact clients unless specifically directed to by the Building Maintenance Technician. All communication between CITY and SERVICE PROVIDER shall be through the Building Maintenance Technician with email being the primary method of communication and a phone call the secondary method of communication. Service Provider/staff shall return Building Maintenance Technicians phone calls within four (2) hours of receipt.

21. Service Violation Penalties

- A. Service Provider will be allowed no more than one (1) substantiated service task violation related to the non-performance or unsatisfactory performance of work included in the Contract per month per location. City will levy a \$100 penalty each violation above that threshold.
- B. In the case of non-performed work, CITY may:
1. Withhold from Service Provider's invoice all billings associated with that location for non-performed work as set out in Contract.
 2. Perform the services with CITY personnel or other means.
- C. In the case of unsatisfactory work, CITY may:
1. Withhold payment from Service Provider's invoice all billings associated with that location for unsatisfactory work as set out in Contract.
 2. Perform the services with CITY personnel or other means.
- D. In the event of a repeated violation of any task at an individual location, an escalation penalty of an additional \$100 shall be assessed for each substantiated task violation at that location. This penalty should be considered cumulative and unlimited for each violation of the same task, and will be in effect for each year of

the contract. Substantiated task violations will be tracked, documented and reported on to insure proper assessment of any such penalty.

- E. Should CITY elect options B.2 and C.2 above, CITY will also deduct all costs, including administrative costs, incurred by CITY to obtain satisfactory completion of the services.
- F. Repeated instances of non-performance or non-satisfactory performance will be grounds for termination of the Contract for the default pursuant to the terms of the Contract.
- G. If the Service Provider fails to perform the work required by the terms of the Contract and subsequent work requests in a diligent and satisfactory manner, the City may terminate said Contract, and perform or cause to be performed all or any part of the work needed to complete and/or correct same. The Service Provider agrees that it will reimburse the City for any expense incurred therefrom, and the City, at its election, may deduct said amounts from any sum owing the Service Provider. The waiver by the City of a breach of any provision of the contract by the Service Provider shall not operate or be construed as a waiver of any subsequent breach by the Service Provider.

22. Turning Off Lights

Janitorial staff is expected to turn off all lights as they complete their work with the exception of those that are designated to remain on as determined by City.

23. Lost and Found

Service Provider shall be responsible for ensuring that all articles found by its personnel are turned in to the nearest City lost and found location, as managed by City or agent in charge of such articles, not later than by the end of each shift.

24. Suspension of Work

CITY unilaterally may order Service Provider, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of CITY. Reasons may include, but are not limited to, the following:

- A. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
- B. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof unfit for occupancy or use immediately.
- C. A facility or any part thereof remaining vacant or unoccupied immediately by virtue of CITY relocating the occupants to another facility, or performing remodeling, renovations, and/or construction within a facility or part thereof.

25. Notice of Suspension of Work

CITY will give notice of suspension of work and effective date as follows:

- A. If work suspension is due to 23 "A" or "B" above, verbal notice will be given within twenty-four (24) hours of effective date, written confirmation to follow.
- B. If suspension is due to 23 "C" above, written notice will be given at least ten (10) working days in advance prior to effective date.
- C. Reduction in payment during a suspension period will be calculated on prorated basis of the proportion of the monthly rate listed on the Proposal Form.

26. Interrupted Service

In the event that CITY declares an emergency due to road or weather conditions or other reasons, and the building is closed for the day or opens late, or closes early, CITY may grant excused absences to Service Provider's employees or may require Service Provider to have the employees make up the lost time in order to complete the Janitorial duties. Service Provider must make every effort to provide Janitorial services, particularly if the occurrence is on a Friday or is on a day preceding a holiday. Work should be performed during the holiday or weekend so that the building will be cleaned prior to office hours on the following work day.

27. Conduct of Employees

Employees of Service Provider, while performing work under this contract, will not:

- A. Remove any CITY or Meridian property or personal property, equipment, monies, forms, or any other item from their place.
- B. Engage in horseplay or loud boisterous behavior.
- C. Play amplified sound equipment.
- D. Be under the influence of alcohol or drugs.
- E. Smoke within the building.
- F. Bring unauthorized personnel to job site (e.g., relatives, friends, guests and children).
- G. Turn on or off or use any CITY equipment other than Service Provider's equipment.
- H. Use any CITY telephone except a telephone designated by the building management for the purpose of business under this contract.
- I. Open any desk, file cabinet, storage cabinet or refrigerator.
- J. Disturb or remove any article from desks.
- K. Consume any food or beverage, other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management for regular breaks.
- L. Engage in long conversations with visitors or other individuals.
- M. Take photographs of the building or its content.

- N. Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
- O. Engage in any activity which is not in the best interest of CITY or is otherwise detrimental to the performance of this Contract. If an employee arrives to the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a contract supervisor is contacted to the purpose of escorting the employee away from the building safely.
- P. Enter any office where the door is closed.

28. Discipline or Discharge of Employees

Any Service Provider's employee whose employment or performance is objectionable to CITY shall be immediately transferred from the premises. A request by CITY to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Service Provider in regards to employee discipline shall be at the sole discretion of the Service Provider. The department shall be held harmless in any disputes the Service Provider may have with the Service Provider's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

EXHIBIT B

City Hall					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Monday through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		3X			M, W, F
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		3X			M, W, F
Vacuum door thresholds then wipe clean with appropriate cleaner		3X			M, W, F
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Wipe down elevator walls and ceiling with appropriate streak free cleaner			1X		
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			

Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls			1X		
Empty trash bins (replace trash liners semi-weekly at a minimum)		3X			M, W, F
Empty recycling bins		2X			T, Th
Hand clean server room floor and staging room floors	Semi-Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		3X			M, W, F
Clean and wet mop stairwells			1X		
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas				1X	Spot clean as needed between frequencies
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		3X			M, W, F
Clean, damp wipe and dry work area counter surfaces		3X			M, W, F
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed

Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors	X				
Clean bathroom mirrors and bright work	X				
Clean and sanitize all bathroom floors	X				
Check and refill toilet paper dispensers	X				
Professionally steam clean all bathroom shower walls and floors	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of shower curtain
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains	X				
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.	X				
Wash exterior side of exterior windows	Semi-annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height at all areas other than Council Chambers and Historical Society				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
City Hall Lobby					
Dust main entry raised artwork	Annually				Schedule with City for approval
Clean both sides of interior wall glass at interior walls from floor to top of door		X			Spot clean as needed between frequencies

frame height at main entry vestibule, Conference Room A&B, and Historical Society Room					
Clean both sides of glass at interior walls from the top of door frame height to ceiling at main entry vestibule, Conference Room A&B, and Historical Society Room	Annually				
Initial Point Art Gallery					
Clean and remove dead insects and debris from high window sills and framed ledges	Annually				Schedule with City for approval
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Police Station Admin					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Monday through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)	X				
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors	X				

Vacuum door thresholds then wipe clean with appropriate cleaner		3X			M, W, F
Deep machine extraction of carpets, mats and rugs with mounted unit (Public Meeting Room, Patrol Room, Briefing Room)	Semi-Annually				Schedule with City for approval
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Wipe down elevator walls and ceiling with appropriate streak free cleaner		1X			
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)	X				
Empty recycling bins	X				
Hand clean server room floors	Semi-Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed Between frequencies
Clean and disinfect all touch points (light switches, door		3X			M, W, F

automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)					
Clean and wet mop stairwells			1X		
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	Semi-Annually				Spot clean as needed between frequencies
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		3X			M, W, F
Clean, damp wipe and dry work area counter surfaces		3X			M, W, F
Dust and polish shared workstations, bookshelves, chairs, and electronics in Patrol (including shift Sargent offices and small report rooms)		1X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors	X				
Clean bathroom mirrors and bright work	X				
Clean and sanitize all bathroom floors	X				
Check and refill toilet paper dispensers	X				

Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of shower curtains
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains	X				
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.	X				
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Schedule with City for approval
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Police Station K-9					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Monday through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		1X			

Vacuum door thresholds then wipe clean with appropriate cleaner		1X			
Clean and mop hard surface floors			1X		Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Empty trash bins (replace trash liners semi-weekly at a minimum)		2X			
Empty recycling bins		2X			
Clean and polish door kick plates	Semi-Annually				Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	Semi-Annually				Spot clean as needed between frequencies
Clean, damp wipe and dry work area counter surfaces		1X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary		1X			

napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors					
Clean bathroom mirrors and bright work		1X			
Clean and sanitize all bathroom floors		1X			
Check and refill toilet paper dispensers		1X			
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		1X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		1X			
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Police Station PSTC					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		2X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove		2X			

stains/spills with non-tracking, no-buildup cleaner at hard surface floors					
Vacuum door thresholds then wipe clean with appropriate cleaner		2X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)		3X			M, W, F
Empty recycling bins		2X			
Hand clean server room floors	Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push		3X			M, W, F

buttons and surroundings etc.)					
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas				1X	Spot clean as needed between frequencies
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		3X			M, W, F
Clean, damp wipe and dry work area counter surfaces		3X			M, W, F
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		3X			M, W, F
Clean bathroom mirrors and bright work		3X			M, W, F
Clean and sanitize all bathroom floors		3X			M, W, F
Check and refill toilet paper dispensers		3X			M, W, F
Machine clean bathroom floors and baseboard (includes buffing)			X		
Clean and sanitize drinking fountains		3X			M, W, F
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		3X			M, W, F
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval

Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Wipe down mats and equipment with approved sanitizer in Mat Room		X			
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Police Station Scenario Village					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		2X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum door thresholds then wipe clean with appropriate cleaner		2X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Sweep all floors and stairs			1X		
Dust all corners where walls meet ceiling to knock down webs			1X		
Dust horizontal surfaces up to 70 inches		1X			
Dust horizontal surfaces above 70 inches. This	Annually				Schedule with City for approval

includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.					
Empty trash bins (replace trash liners semi-weekly at a minimum)		2X			
Clean and polish door kick plates	Semi-Annually				Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		2X			
Clean bathroom mirrors and bright work		2X			
Clean and sanitize all bathroom floors		2X			
Check and refill toilet paper dispensers		2X			
Clean and sanitize drinking fountains		2X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		2X			
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval

Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass			1X		Spot clean as needed between frequencies
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Water Department Admin					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		1X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		2X			
Vacuum door thresholds then wipe clean with appropriate cleaner		1X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet		1X			

tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)					
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)		2X			
Empty recycling bins		2X			
Hand clean server room floors	Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	Semi-Annually				Spot clean as needed between frequencies
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		1X			
Clean, damp wipe and dry work area counter surfaces		1X			
Pour water into floor drains			1X		

Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		2X			
Clean bathroom mirrors and bright work		2X			
Clean and sanitize all bathroom floors		2X			
Check and refill toilet paper dispensers		2X			
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		2X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		2X			
Wash exterior side of exterior windows	Semi-annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Parks Maintenance

General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		2X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		2X			
Vacuum door thresholds then wipe clean with appropriate cleaner		2X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				

Empty trash bins (replace trash liners semi-weekly at a minimum)		2X			
Empty recycling bins		2X			
Hand clean server room floors	Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		2X			
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	Semi-Annually				Spot clean as needed between frequencies
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		2X			
Clean, damp wipe and dry work area counter surfaces		2X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		2X			
Clean bathroom mirrors and bright work		2X			
Clean and sanitize all bathroom floors		2X			

Check and refill toilet paper dispensers		2X			
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		2X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		2X			
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Community Center					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		3X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-		3X			

tracking, no-buildup cleaner at hard surface floors					
Vacuum door thresholds then wipe clean with appropriate cleaner		3X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)		3X			
Empty recycling bins		2X			
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		3X			

Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	Semi-Annually				Spot clean as needed between frequencies
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		3X			
Clean, damp wipe and dry work area counter surfaces		3X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		3X			
Clean bathroom mirrors and bright work		3X			
Clean and sanitize all bathroom floors		3X			
Check and refill toilet paper dispensers		3X			
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		3X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		3X			
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval

Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Homecourt					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Sunday Through Saturday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)	X				
Mechanically agitate carpets, mats and rugs		1X			
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors	X				
Vacuum door thresholds then wipe clean with appropriate cleaner	X				
Deep machine extraction of carpets with mounted unit	Annually				Schedule with City for approval
Scrub and condition vending room and kitchen floor	Annually				Schedule with City for approval
Seal concrete floor in bathrooms	Annually				Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges,		1X			

windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)					
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.			1X		
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)	X				
Empty recycling bins		2X			
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)	X				
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	X				As needed
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes	X				
Clean, damp wipe and dry work area counter surfaces	X				
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		

Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors	X				
Clean bathroom mirrors and bright work	X				
Clean and sanitize all bathroom floors	X				
Check and refill toilet paper dispensers	X				
Professionally steam clean all bathroom shower walls and floors	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains				1X	Schedule with City for approval of curtains
Clean and sanitize drinking fountains	X				
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.	X				
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Sweep baseboards with small broom (pull away moveable bleachers)	X				
Sweep entire basketball courts with large push broom	X				
Clean baseboards throughout with damp cloth	Annually				Spot clean as needed between frequencies
Wet mop spills and stains	X				
Dust bleachers		1X			
Clean gym floor of any gum	X				
Auto scrub hardwood floors		2X			

Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Fire Station 1					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of fabric recliners with mounted unit	Annually				Schedule with City for approval
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of curtains
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Fire Station 2					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of fabric recliners with mounted unit	Annually				Schedule with City for approval
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of curtains
Close Out Procedures					

Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day

Fire Station 3					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of fabric recliners with mounted unit	Annually				Schedule with City for approval
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of curtains
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Fire Station 4					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of fabric recliners with mounted unit	Annually				Schedule with City for approval
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of curtains
Close Out Procedures					

Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day

Fire Station 5					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of fabric recliners with mounted unit	Annually				Schedule with City for approval
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval
Replace bathroom shower curtains with like curtains	Annually				Schedule with City for approval of curtains
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Fire Station 6					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of fabric recliners with mounted unit	Annually				Schedule with City for approval
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.	Annually				Schedule with City for approval
Professionally steam clean all bathroom shower walls and floors and reseal grout	Annually				Schedule with City for approval

Replace bathroom shower curtains with like curtains	Annually	Schedule with City for approval of curtains
Close Out Procedures		
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day		

Fire Safety Center					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Machine clean hard surface floors and baseboard (includes buffing)	Annually				Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Annually				Schedule with City for approval
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

WRRF Admin					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		2X			

Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		2X			
Vacuum door thresholds then wipe clean with appropriate cleaner		2X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Wipe down elevator walls and ceiling with appropriate streak free cleaner			1X		
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)		2x			
Empty recycling bins		2X			
Hand clean server room floors	Semi-Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies

Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Clean and wet mop stairwells			1X		
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas		1X			As needed
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		2X			
Clean, damp wipe and dry work area counter surfaces		2X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As Needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		2X			
Clean bathroom mirrors and bright work		2X			
Clean and sanitize all bathroom floors		2X			
Check and refill toilet paper dispensers		2X			
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		2X			

Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		2X			
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

WRRF Controls					
General Cleaning Throughout (includes bathrooms)					
Task	Task Frequency				Notes
	Daily	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		2X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		2X			
Vacuum door thresholds then wipe clean with appropriate cleaner		2X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval

Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)		2X			
Empty recycling bins		2X			
Hand clean server room floors	Semi-Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls in all areas	Semi-Annually				Spot clean as needed between frequencies

Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		2X			
Clean, damp wipe and dry work area counter surfaces		2X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		2X			
Clean bathroom mirrors and bright work		2X			
Clean and sanitize all bathroom floors		2X			
Check and refill toilet paper dispensers		2X			
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		2X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		2X			
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Close Out Procedures					

Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day

WRRF Lab (non-lab area cleaning only)					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Daily	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		2X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		2X			
Vacuum door thresholds then wipe clean with appropriate cleaner		2X			
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Semi-Annually				Schedule with City for approval
Wipe down elevator walls and ceiling with appropriate streak free cleaner		1X			
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth,		1X			

dusting mitts, or dust mop (excludes desktops)					
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	
Spot clean partition walls	Semi-Annually				Spot clean as needed between frequencies
Empty trash bins (replace trash liners semi-weekly at a minimum)		2X			
Empty recycling bins		2X			
Hand clean server room floors	Semi-Annually				Schedule with City for approval
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Clean and wet mop stairwells			1X		
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)				1X	Spot clean as needed between frequencies
Spot clean walls		1X			As needed
Clean and disinfect counters, table tops, sinks, fixtures, front of refrigerators and microwaves at kitchens, break areas and Department kitchenettes		2X			
Clean, damp wipe and dry work area counter surfaces			1X		
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed

Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		2X			
Clean bathroom mirrors and bright work		2X			
Clean and sanitize all bathroom floors		2X			
Check and refill toilet paper dispensers		2X			
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Clean and sanitize drinking fountains		2X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		2X			
Wash exterior side of exterior windows	Semi-Annually				Schedule with City for approval
Wash the interior side of exterior windows	Annually				Schedule with City for approval
Clean both sides of interior wall glass from floor to top of door frame height				1X	Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling	Annually				Spot clean as needed between frequencies
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day					

Meridian Pool (May-Oct 1st & 2nd Flr)					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	

Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)	X				
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors	X				
Vacuum door thresholds then wipe clean with appropriate cleaner	X				
Deep machine extraction of carpets, mats and rugs with mounted unit	NA				
Sweep and disinfect all hard floors	X				
Scrub and buff hard surface floors		1X			Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	NA				
Wipe down elevator walls and ceiling with appropriate streak free cleaner	X				
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.				1X	

Empty trash bins (replace trash liners semi-weekly at a minimum)	X				
Empty recycling bins		2X			
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)	X				
Clean and disinfect stairwells	X				
Dust and clean all window blinds (internal and external windows)	NA				
Clean glass in doors and sidelights (both sides)			1X		Spot clean as needed between frequencies
Spot clean walls		1X			As needed
Clean and disinfect counters, table tops, desk tops, cabinets, credenzas, sinks, fixtures, front of refrigerators, inside and outside of microwaves, coffee machine, etc. throughout	X				
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors	X				
Clean bathroom mirrors and bright work	X				
Clean and disinfect all bathroom and locker room floors	X				

Clean and disinfect fronts and insides of all lockers inside the facility	X				
Replace shower curtains with like curtains	NA				
Machine clean bathroom floors and baseboard (includes buffing)			1X		
Steam clean shower floors and walls			1X		
Clean and sanitize inside and outside drinking fountains	X				
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.	X				
Wash exterior side of exterior windows	Annually				Schedule with City for approval
Wash the interior side of exterior windows			1X		
Clean both sides of interior wall glass from floor to top of door frame height			1X		Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling			1X		Spot clean as needed between frequencies
Clean baseboards throughout with damp cloth			1X		
Vacuum common area fabric furniture	X				
Spot clean common area fabric furniture	X				
Deep machine extraction of common area fabric furniture with mounted unit	Annually				Schedule with City for approval
Clean and sanitize concessions exterior side of roll up door	X				
Clean and sanitize the concessions serving counter (interior and exterior)	X				
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day. Ensure security alarm is activated before leaving the facility.					

Meridian Pool (Nov-Apr 1st Flr)					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		1X			
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		1X			
Vacuum door thresholds then wipe clean with appropriate cleaner		1X			
Deep machine extraction of carpets, mats and rugs with mounted unit	NA				
Sweep and disinfect all hard floors		1X			
Scrub and buff hard surface floors			1X		Schedule with City for approval
Strip all tile and linoleum floors and apply wax and sealer	Annually				Schedule with City for approval
Wipe down elevator walls and ceiling with appropriate streak free cleaner		1X			
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth,		1X			

dusting mitts, or dust mop (excludes desktops)					
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.			1X		
Empty trash bins (replace trash liners semi-weekly at a minimum)		1X			
Empty recycling bins		2X			
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		1X			
Clean and disinfect stairwells		1X			
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)			1X		Spot clean as needed between frequencies
Spot clean walls		1X			As needed
Clean and disinfect counters, table tops, desk tops, cabinets, credenzas, sinks, fixtures, front of refrigerators, inside and outside of microwaves, coffee machine, etc. throughout		1X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and		1X			

replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors					
Clean bathroom mirrors and bright work		1X			
Clean and disinfect all bathroom and locker room floors		1X			
Clean and disinfect fronts and insides of all lockers inside the facility		1X			
Replace shower curtains with like curtains	Annually				Coordinate with City for approved like curtains
Machine clean bathroom/shower/locker rooms floors and baseboard (includes buffing)	Dec, Feb				Coordinate with City for approved like curtains
Steam clean shower floors and walls	NA				
Clean and sanitize inside drinking fountains		1X			
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.	X				
Wash exterior side of exterior windows	NA				
Wash the interior side of exterior windows			1X		
Clean both sides of interior wall glass from floor to top of door frame height			1X		Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling			1X		
Clean baseboards throughout with damp cloth	NA				
Vacuum common area fabric furniture	NA				
Spot clean common area fabric furniture	NA				
Deep machine extraction of common area fabric furniture with mounted unit	NA				

Clean and sanitize concessions exterior side of roll up door	NA	
Clean and sanitize the concessions serving counter (interior and exterior)	NA	
Close Out Procedures		
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day. Ensure security alarm is activated before leaving the facility.		

Meridian Pool (Nov-Apr 2nd Flr)					
General Cleaning Throughout (includes elevators and bathrooms)					
Task	Task Frequency				Notes
	Monday Through Friday	Weekly	Monthly	Quarterly	
Thoroughly clean and vacuum carpet, mats and rugs using a beater bar/brush type vacuum (includes removing all spots and stains smaller than a dinner plate)		3X			M, W, F
Mechanically agitate carpets, mats and rugs			1X		
Vacuum loose dirt and debris, then remove stains/spills with non-tracking, no-buildup cleaner at hard surface floors		3X			M, W, F
Vacuum door thresholds then wipe clean with appropriate cleaner		3X			M, W, F
Deep machine extraction of carpets, mats and rugs with mounted unit	Annually				Schedule with City for approval
Sweep and disinfect all hard floors		1X			
Scrub and buff hard surface floors			1X		Schedule with City for approval

Strip all tile and linoleum floors and apply wax and sealer	Annually				Schedule with City for approval
Wipe down elevator walls and ceiling with appropriate streak free cleaner		1X			
Dust horizontal surfaces up to 70 inches. This includes shelves, moldings, ledges, windowsills, chair rails, furniture tops, file cabinet tops, bookcase tops, picture frames, and similar surfaces. Use a lightly treated cloth, dusting mitts, or dust mop (excludes desktops)		1X			
Dust horizontal surfaces above 70 inches. This includes shelves, moldings, picture frames ledges, windowsills, pipes, ductwork, vents, etc.			1X		
Empty trash bins (replace trash liners semi-weekly at a minimum)		3X			M, W, F
Empty recycling bins		2X			
Clean and polish door kick plates				1X	Spot clean as needed between frequencies
Clean and disinfect all touch points (light switches, door automatic opener controls, door handles, push plates, crash bar apparatus, elevator control push buttons and surroundings etc.)		3X			M, W, F
Clean and disinfect stairwells		3X			M, W, F
Dust and clean all window blinds (internal and external windows)	Annually				Schedule with City for approval
Clean glass in doors and sidelights (both sides)		3X			M, W, F Spot clean as needed between frequencies
Spot clean walls		3X			M, W, F Spot clean as needed between frequencies

Clean and disinfect counters, table tops, desk tops, cabinets, credenzas, sinks, fixtures, front of refrigerators, inside and outside of microwaves, coffee machine, etc. throughout		3X			
Pour water into floor drains			1X		
Dust and clean air vents in walls and ceiling			1X		
Change air fresheners			2X		As needed
Clean and disinfect bathroom toilets, sanitary napkin receptacles (and replace liners), urinals, sinks, counters partitions, shelving, dispensers, shower walls and floors		3X			M, W, F
Clean bathroom mirrors and bright work		3X			M, W, F
Clean and disinfect all bathroom and locker room floors		3X			M, W, F
Clean and disinfect fronts and insides of all lockers inside the facility	NA				
Replace shower curtains with like curtains	NA				
Machine clean bathroom/shower/locker rooms floors and baseboard (includes buffing)	Dec, Feb				Coordinate with City for approved like curtains
Steam clean shower floors and walls	NA				
Clean and sanitize inside drinking fountains		3X			M, W, F
Check and refill towel dispensers, soap dispensers, hand sanitizer dispensers, etc.		3X			M, W, F
Wash exterior side of exterior windows	NA				
Wash the interior side of exterior windows			1X		

Clean both sides of interior wall glass from floor to top of door frame height			1X		Spot clean as needed between frequencies
Clean both sides of interior wall glass from top of door frame height to ceiling			1X		
Clean baseboards throughout with damp cloth	NA				
Vacuum common area fabric furniture		3X			M, W, F
Spot clean common area fabric furniture	NA				
Deep machine extraction of common area fabric furniture with mounted unit	Annually				Schedule with City for approval
Clean and sanitize concessions exterior side of roll up door	NA				
Clean and sanitize the concessions serving counter (interior and exterior)	NA				
Close Out Procedures					
Ensure all exterior doors are closed and locked; Turn off all lights in each area as the task in the area is complete; All trash and recycling to be placed in designated areas; Cleaning supervisor to inspect daily and ensure all work has been performed according to the contract and leave a check off sheet with signature for City staff every day. Ensure security alarm is activated before leaving the facility.					

EXHIBIT C

MILESTONE / PAYMENT SCHEDULE

- A. Total and complete compensation for this Agreement shall not exceed \$464,307.93.

LOCATION	MONTHLY COST	ANNUAL COST
City Hall Complex	\$ 12,872.40	\$ 154,468.80
Police Station Admin Building	\$6,521.00	\$ 78,252.00
Police Station - K-9 Building	\$ 208.00	\$ 2,496.00
Police Station Public Safety Training Center (PSTC)	\$ 2,555.00	\$ 30,660.00
Police Station Scenario Village	\$ 370.00	\$ 4,440.00
Water Administration	\$ 712.00	\$ 8,544.00
Wastewater Resource Recovery Facility – Admin Building	\$ 1,554.00	\$ 18,648.00
Wastewater Resource Recovery Facility Controls Building	\$ 874.00	\$ 10,488.00
Wastewater Resource Recovery Facility Lab Building (only area specified)	\$ 534.00	\$6,408.00
Parks and Recreation Maintenance Building	\$ 372.00	\$ 4,464.00
Parks and Recreation Homecourt	\$ 9,373.00	\$ 112,476.00

Community Center	\$ 911.00	\$ 10,932.00
Fire Station 1	\$ 60.51	\$ 726.09
Fire Station 2	\$ 57.98	\$ 695.79
Fire Station 3	\$ 57.98	\$ 695.79
Fire Station 4	\$ 57.98	\$ 695.79
Fire Station 5	\$ 57.98	\$ 695.79
Fire Station 6	\$ 60.51	\$ 726.09
Fire Safety Center	\$ 57.98	\$ 695.79
Meridian Pool	\$ 1,425.00	\$ 17,100.00

Additional Services

Supervisor	\$ 29.55/hr
Custodian	\$ 26.15/hr
Day Porter	\$ 26.15/hr
Callout Services / COVID clean	\$ 250.00/hr
Emergency Calls	\$ 150.00/hr

Total billable hourly rate for janitorial services, inclusive of all costs, including materials, equipment, supplies, labor, taxes, overhead, and any other cost necessary for the completion of work with the exception of supplies for stocking dispensers.

CONTRACT CHECKLIST

I. PROJECT INFORMATION			
Date: <u>8/18/2022</u>		REQUESTING DEPARTMENT <u>PW</u>	
Project Name: <u>Janitorial Services FY2023-FY2027</u>			
Project Manager: <u>Max Jensen</u>		Contract Amount: <u>\$464,307.93</u>	
Contractor/Consultant/Design Engineer: <u>KBS, LLC</u>			
Is this a change order? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Change Order No. <u>N/A</u>			
II. BUDGET INFORMATION (Project Manager to Complete)		III. Contract Type	
Fund: <u>Multi</u> Department: <u>Multi</u> GL Account: _____ Project Number: <u>10150.A</u> Will the project cross fiscal years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Budget Available (Purchasing attach report): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> FY Budget: <u>2023</u> Enhancement: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Task Order <input type="checkbox"/> Professional Service <input checked="" type="checkbox"/> Equipment <input type="checkbox"/> Grant <input type="checkbox"/>	
IV. PROCUREMENT USE ONLY - GRANT INFORMATION (to be completed only on Grant funded projects)			
Grant #: <u>N/A</u>	Wage Determination Received <u>N/A</u> <small>Print and Attach the determination</small>	Wage Verification 10 Days prior to bid due date <u>N/A</u> <small>Print, attach and amend bid by addendum (if changed)</small>	Debarment Status (Federal Funded) <u>N/A</u> <small>www.sam.gov Print and attach</small>
V. BASIS OF AWARD			
BID		RFP / RFQ	
Award based on Low Bid		Highest Ranked Vendor Selected	
(Bid Results Attached) Yes <input type="checkbox"/> No <input type="checkbox"/>		(Ratings Attached) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Typical Award Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Master Agreement Category _____	
If no please state circumstances and conclusion: _____		Date MSA Roster Approved: _____	
Date Award Posted: <u>8/12/2022</u>		7 day protest period ends: <u>August 19, 2022</u>	
VI. PROCUREMENT USE ONLY - CONTRACTOR / CONSULTANT REQUIRED INFORMATION			
PW License <u>N/A</u>		Expiration Date: <u>N/A</u>	
Insurance Certificates Received (Date): _____		Corporation Status <u>Active - Existing</u>	
Payment and Performance Bonds Received (Date): _____		Expiration Date: _____ Rating: _____	
Builders Risk Ins. Req'd: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, has policy been purchased? <u>N/A</u>	
<small>(Only applicable for projects above \$1,000,000)</small>			
VII. TASK ORDER SELECTION (Project Manager to Complete)			
Reason Consultant Selected <input type="checkbox"/> 1 Performance on past projects <i>Check all that apply</i> <input type="checkbox"/> Quality of work <input type="checkbox"/> On Budget <input type="checkbox"/> On Time <input type="checkbox"/> Accuracy of Construction Est <input type="checkbox"/> 2 Qualified Personnel <input type="checkbox"/> 3 Availability of personnel <input type="checkbox"/> 4 Local of personnel			
Description of negotiation process and fee evaluation:			
_____ Enter Supervisor Name		_____ Date Approved	
VIII. PROCUREMENT USE ONLY - AWARD INFORMATION			
Date Submitted to Clerk for Agenda: <u>August 18, 2022</u>		Approval Date _____ By: _____	
Purchase Order No.: _____		Date Issued: _____ WH5 submitted _____ <small>(Only for PW Construction Projects)</small>	
NTP Date: _____			



AGENDA ITEM

ITEM TOPIC: License Agreement Between the State of Idaho, Three Corners Subdivision Property Owners Association, Inc., and the City of Meridian Regarding Water Pump Usage



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

MEMORANDUM

TO: Mayor Simison and City Council

FROM: Mike Barton, Parks Superintendent

DATE: August 22, 2022

RE: License Agreement for Water Pump Usage

Background

One June 1, 2021 Council approved cooperative agreement with ITD to maintain a landscaping strip along the newly widened highway 20/26 between Locust Grove and Eagle Rd. We agreed to maintain the landscaping, sprinklers, and existing well, as long as ITD installed the grass and sprinklers. ITD installed the sprinklers and then discovered the existing well would not produce enough water to run the newly installed sprinklers. It was not in ITD's project budget to drill a new well, and potable water is not readily available, so we suggested to let us try and work on an agreement to transfer water and connect to the neighboring subdivision's (Three Corners HOA) pressurized irrigation. We have successfully transferred water shares and negotiated a pump usage agreement with Three Corners HOA which will allow ITD to complete this beautification project.

Action

We are requesting approval of the attached License Agreement for Water Pump Usage.



When Recorded Mail To:

CITY OF MERIDIAN
33 E. Broadway Avenue
Meridian ID 83642
Attn: City Clerk

(Above Space for Recorder's Use Only)

LICENSE AGREEMENT FOR WATER PUMP USAGE

This LICENSE AGREEMENT FOR WATER PUMP USAGE ("Agreement") is made effective this 19th day of August, 2022, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Three Corners Subdivision Property Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho ("Three Corners"). City and Three Corners may be collectively referred to as "Parties."

WHEREAS, Three Corners owns Ada County parcel no. R8442240120, legally described as Township/Range/Section 4N1E29, Ada County, Idaho, a common lot generally depicted in *Exhibit A* hereto, upon which parcel there is situated a water pump, also owned by Three Corners (collectively, "Licensed Premises");

WHEREAS, City has agreed, pursuant to the agreement attached hereto as *Exhibit B*, to maintain the landscaping and irrigation systems installed by the Idaho Transportation Department ("ITD") along the south side of Chinden Boulevard, from Locust Grove Road to Boise city limits, as shown on *Exhibit C* ("Landscaping");

WHEREAS, water used to irrigate the Landscaping will be collected in a drainage swale owned by ITD and diverted to Three Corners's pond, as shown on *Exhibit C* hereto, which pond is the source of water from which Three Corners's water pump pumps water;

WHEREAS, pursuant to the terms of this Agreement, Three Corners is willing to allow ITD to connect, in a manner and using components approved by Three Corners, the sprinkler system that irrigates the Landscaping to Three Corners's water pump on the Licensed Premises, and thereafter to allow City to receive water from Three Corners's water pump for the purpose of irrigating the Landscaping;

WHEREAS, it is mutually beneficial for both Parties for Three Corners to allow City to use the water pump for the purposes set forth in this Agreement;

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

1. Grant of license. Three Corners hereby grants to City, as grantee, a non-exclusive license, for the limited purposes of:

- a.** Installing upon Three Corners's water pump a connection from the pump to an irrigation system to be used to irrigate the Landscaping, as set forth in *Exhibit C*; and

- b. Using water from Three Corners's water pump for the purpose of irrigating the Landscaping throughout the term of, and subject to the conditions of, this Agreement.

2. Term and termination. This Agreement shall continue in perpetuity and shall remain in effect unless and until terminated by either party, upon ninety (90) days' written notice.

3. Irrigation Season, defined. "Irrigation Season," as such term is used herein, shall mean the time between the date in the spring on which Settler's Irrigation District opens its canal system for the purpose of irrigation, and the date in the fall on which Settler's Irrigation District closes its canal system.

4. Payment of proportionate costs. City shall pay Three Corners for:

- a. The proportionate share of the water from the pump that is used for irrigating the Landscaping, to be calculated at the rate of 2 units per irrigation season;
 - b. The proportionate share of electricity necessary to run Three Corners's pump;
 - c. The proportionate share of routine repairs and maintenance necessary to keep Three Corners's pump and related components in good working order;
 - d. An annual \$100 administration fee for collecting and compiling the analysis required to create the detailed invoice(s); and
 - e. The proportionate share of increased insurance costs directly related to this agreement (if any).
- City's total annual payment to Three Corners shall not exceed one thousand dollars (\$1,500) without written amendment of this Agreement.

5. Method of payment. By November 1 of each year, Three Corners shall submit to City a detailed invoice for City's proportionate share of annual costs as set forth herein. Alternatively, at the sole discretion of Three Corners, by July 15 and November 1 of each year, Three Corners shall submit to City two (2) detailed invoices for City's proportionate share of costs, as set forth herein, to each date. City shall pay such costs within thirty (30) days of Three Corners's detailed invoice therefor.

6. Accounting required. Three Corners shall, with reasonable notice, allow City to inspect or have a copy of its records regarding the costs of operating the pump and the water issuing therefrom. Such records, subject to available data, shall adequately show the amount and cost of water from the pump that is used for all applications, the amount and cost of water from the pump used for the Landscaping, the amount and cost of all electricity necessary to run the pump, and the nature and cost of all maintenance and repairs.

7. Irrigation programming. It is acknowledged by City that Three Corners will maintain control over the irrigation system at all times and will be responsible for selecting and programming the irrigation timeslots and length of watering throughout each irrigation season. Such selection and programming shall depend on the availability of water during the Irrigation Season for the purposes set forth in this Agreement.

8. Availability of water. City acknowledges that availability of water for this purpose is dependent on the amount of water in the Three Corners pond. Following written notice to City, Three Corners may use both city-provided potable water and irrigation water to fulfill its obligations under this Agreement throughout the course of an Irrigation Season and City will be subject to the costs thereof. Three Corners does not guarantee ability to pump water to Landscaping. In situations where service is interrupted, Three Corners will attempt to remedy in a best effort manner.

- 9. Non-Appropriation.** Three Corners acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of City's statutory mandate. Notwithstanding anything in this Agreement to the contrary, City's obligations under this Agreement to provide payment to Three Corners as described herein shall be subject to and dependent upon appropriations being made by City Council for such purpose.
- 10. Insurance.** Each party shall obtain all necessary insurance as may be required in order to protect its respective insurable interests as may be related to its rights and obligations described within this Agreement.
- 11. Force Majeure.** No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.
- 12. Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.
- 13. Assignment.** Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party, except that City may assign to ITD and/or its contractor(s) the City's interest as conveyed in section (1)(a) of this Agreement without further notice to Three Corners.
- 14. Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been provided as of the date such writing is mailed, via U.S. Mail, prepaid and addressed, if to Three Corners to such organization's most recently, registered agent as enumerated in the records of the Idaho Secretary of State, or, if to City, to Meridian City Clerk, 33 E. Broadway Avenue, Meridian, Idaho, 83642.
- 15. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- 16. 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.
- 17. 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.
- 18. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

19. Warranty of authority. The person executing this Agreement on behalf of Three Corners represents and warrants due authorization to do so on behalf of same, and that upon execution by both Parties, this Agreement shall be binding upon, and shall inure to the benefit of, both Parties.

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

THREE CORNERS:

Three Corners Property Owners' Association LLC

G. Bengtzen
By: Gregg Bengtzen, President
Three Corners Subdivision Property Owners Association, Inc.
Its: President



STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 22 day of August, 2022, before me, Rachel Myers, a Notary Public in and for said State, personally appeared Gregg Bengtzen, known or identified to me to be the person who executed the instrument on behalf of Three Corners Subdivision Property Owners Association, Inc., and acknowledged to me that such person 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.

Rachel Myers
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires October 10, 2023

CITY:
City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

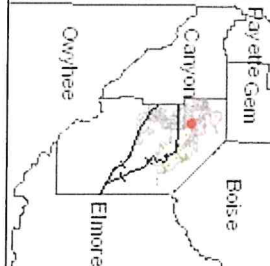
On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



Legend

Railroad

Roads (2,000 - 4,000 ft)

<all other values>

Interstate

Ramp

Principal Arterial

Collector

Minor Arterial

Local

Parkway

Alley

Driveway

Parks

Townships

Sections

Condos

Parcels

Exhibit A



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

MEMORANDUM

TO: Mayor Simison and City Council

FROM: Mike Barton, Parks Superintendent

DATE: May 21, 2021

RE: Cooperative Agreement - Landscaping Maintenance

The State has completed a project to widen US20/26 from Locust Grove Road to Eagle Road, identified as project no. A019944. At the request of the City, the State has installed a multi-use path on the Meridian side that is separated from the curb. The City has requested this buffer area between the curb and the path be landscaped. The State has agreed to install landscaping (sod and sprinklers) at no cost to the City, provided the City will maintain the strip.

The area to be maintained by the City is 1,000 feet long and is only in front of 4 county parcels. The rest of the strip is in front of already developed property and will be maintained by those owners. Should the 4 parcels adjacent to this strip redevelop, the landscaping will be maintained by the new owner/HOA. The yearly cost to mow, irrigate, and fertilize this strip is \$4,500 and is already in our proposed FY22 base budget.

We respectfully request approval of the attached cooperative agreement.

Exhibit B - 4 pages

COOPERATIVE AGREEMENT
(LANDSCAPING MAINTENANCE)
PROJECT NO. A019(944)
US20/26, LOCUST GROVE TO EAGLE ROAD
KEY NO. 19944

PARTIES

THIS AGREEMENT is made and entered into this 1st day of June, 2021, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MERIDIAN, hereafter called the City.

PURPOSE

The State has programmed a project to widen US20/26 from Locust Grove to Eagle Road, identified herein as Project No. A019(944), Key No. 19944. The project includes installation of landscaping and sprinkler systems as shown on the attached Exhibit A. The City has agreed to provide maintenance of the landscaping and sprinkler system installed as part of the project. This Agreement will set out the terms of this arrangement.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

1. The State will design and construct this project, including landscaping and sprinkler system as shown on the attached Exhibit A.
2. The City will, upon completion of construction, assume responsibility for maintaining the landscaping and sprinkler system along with the existing well, as follows:
 - Operate and maintain the sprinkler systems. Maintain sprinklers so that they do not wet the roadway.
 - Maintain landscaping in a healthy condition, adequately watered and fertilized.
 - Utilize State approved highway safety procedures for City personnel during all phases of landscape maintenance.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until

Cooperative Agreement (Landscaping)
US20/26, Locust Grove to Eagle Rd
Key No. 19944
Page

amended or replaced upon the mutual written consent of the City and the State.

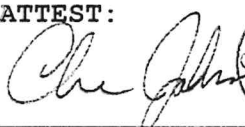

EXECUTION

This Agreement is executed for the State by its District Engineer and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate Seal of the City of Meridian.

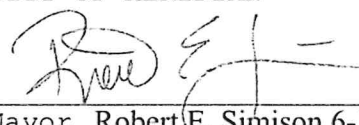
IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

 
City Clerk Chris Johnson 6-1-2021

CITY OF MERIDIAN


Mayor Robert E. Simison 6-1-2021

(Seal)

By regular meeting
on 6-1-2021.

cf:19944 Coop Meridian.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF MERIDIAN**, hereafter called the **CITY**, for maintenance of landscaping on US20/26 from Locust Grove to Eagle Road; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

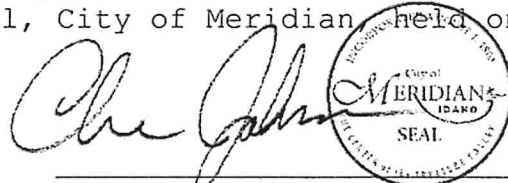
NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A019(944) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

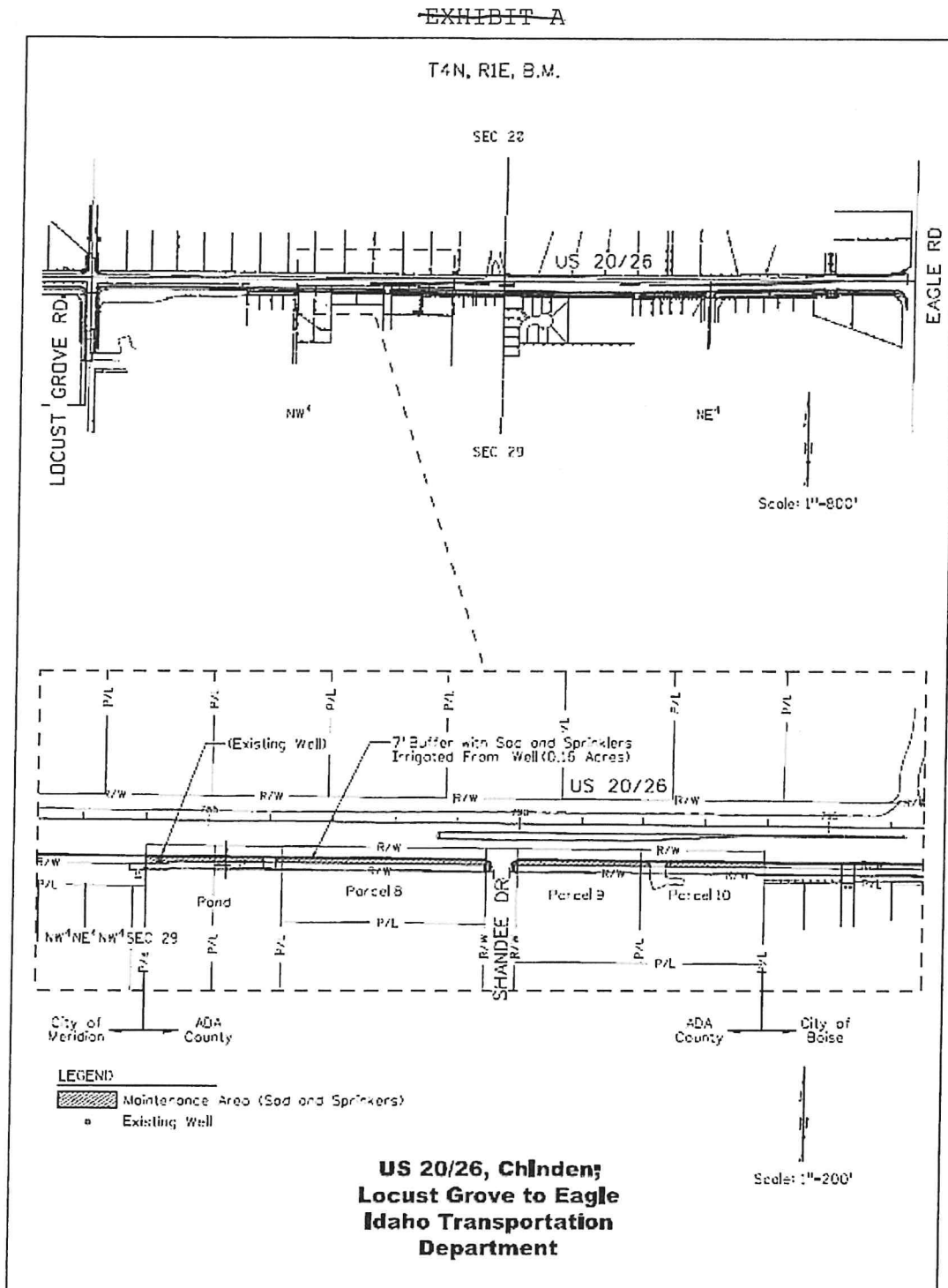
I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Meridian, held on June 1st, 2021.

(Seal)



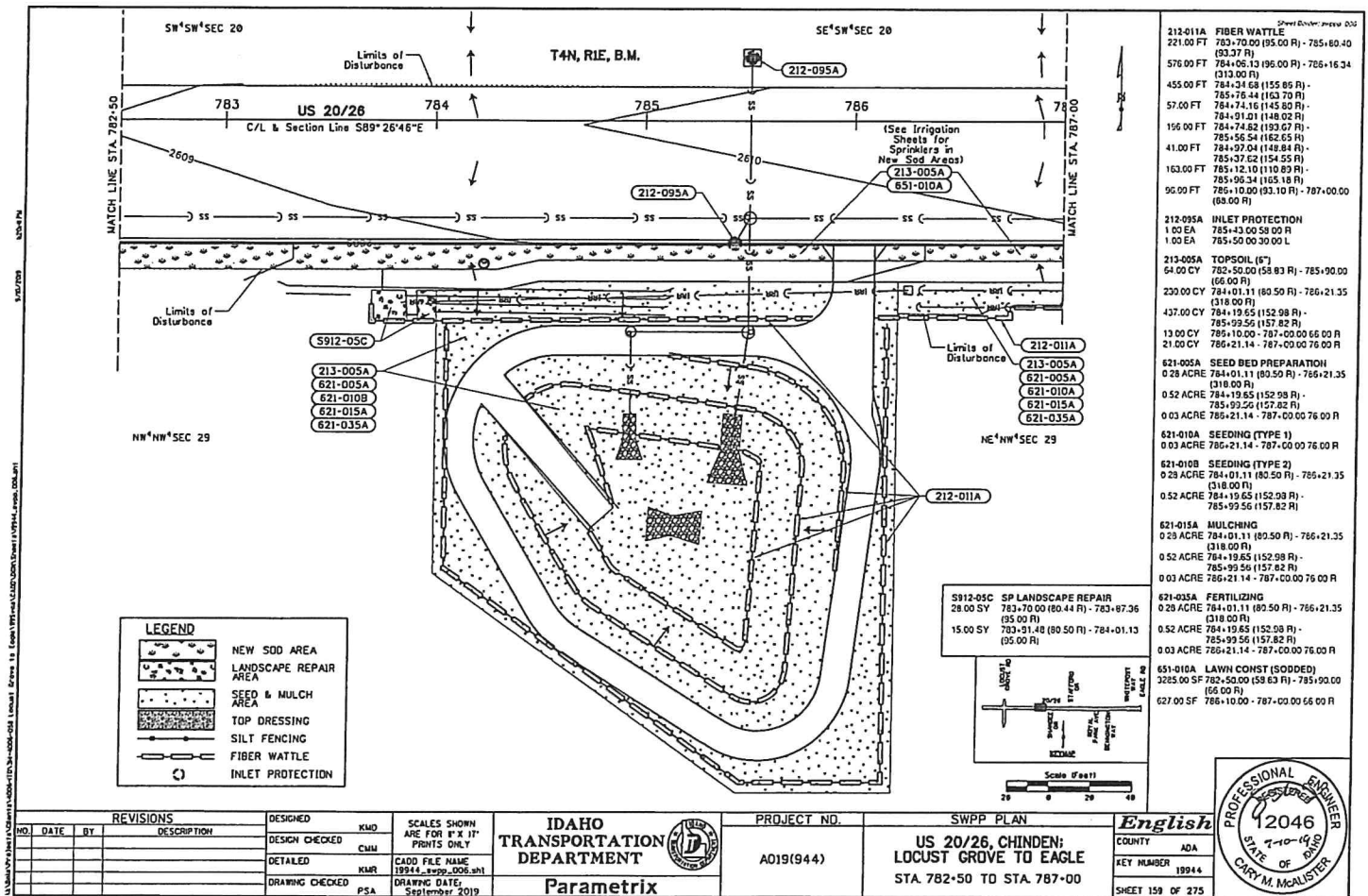
City Clerk Chris Johnson 6-1-2021

Exhibit C Agreed upon Irrigation area
4P95



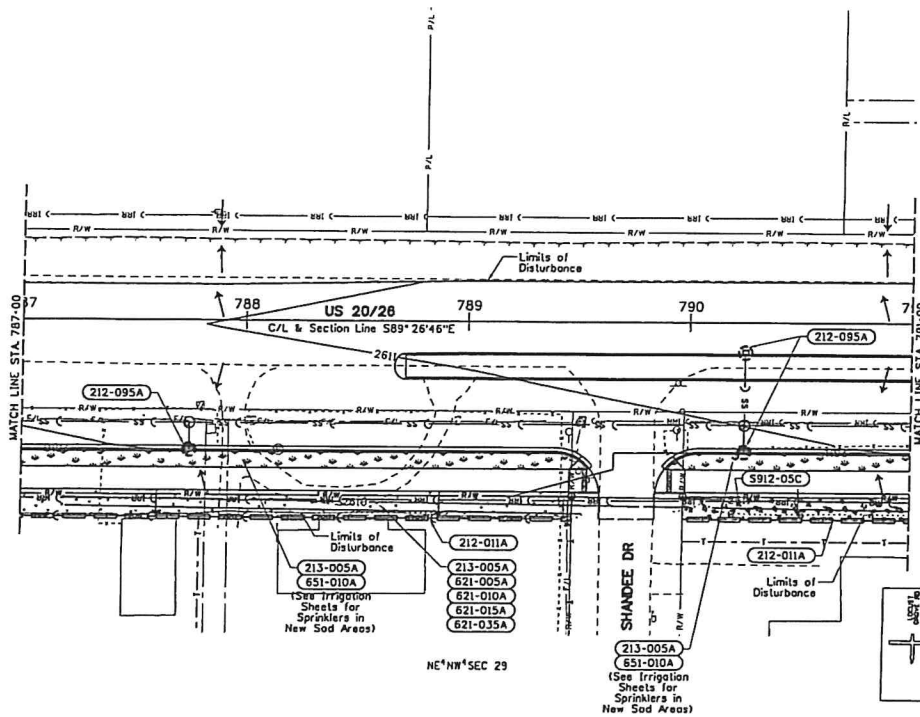
Cooperative Agreement (Landscaping)
US20/26, Locust Grove to Eagle Rd
Key No. 19944
Page 4

Irrigation area is
Northeast corner of 3 corners property
along Chinden going east to Boise
City Limits



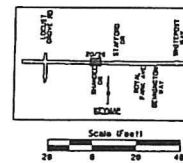
Drainage Swale

T4N, R1E, B.M.
SE 1/4 SEC 20



- Sheet Number: 109400-007
- 212-011A FIBER WATTLE
248.00 FT 787+00.00 - 789+47.74 68.00 R
103.00 FT 789+97.74 - 791+00.00 68.00 R
 - 212-095A INLET PROTECTION
1.00 EA 787+75.00 58.00 R
1.00 EA 790+25.00 58.00 R
1.00 EA 790+25.00 13.50 R
 - 213-005A TOPSOIL (6")
51.00 CY 787+00.00 (76.00 R) - 789+47.74 (68.34 R)
35.00 CY 787+00.00 (58.83 R) - 789+54.95 (66.00 R)
15.00 CY 789+90.00 - 791+00.00 66.00 R
 - 621-005A SEED BED PREPARATION
0.08 ACRE 787+00.00 (76.00 R) - 789+47.74 (68.34 R)
 - 621-010A SEEDING (TYPE 1)
0.05 ACRE 787+00.00 (76.00 R) - 789+47.74 (68.34 R)
 - 621-015A MULCHING
0.05 ACRE 787+00.00 (76.00 R) - 789+47.74 (68.34 R)
 - 621-035A FERTILIZING
0.05 ACRE 787+00.00 (76.00 R) - 789+47.74 (68.34 R)
 - 651-010A LAWN CONIST (SODDED)
1796.00 SF 787+00.00 (58.83 R) - 789+54.95 (66.00 R)
756.00 SF 789+90.00 - 791+00.00 66.00 R
 - S912-05C SP LANDSCAPE REPAIR
114.00 SY 789+97.74 - 791+00.00 78.00 R

- LEGEND
- NEW SOD AREA
 - LANDSCAPE REPAIR AREA
 - SEED & MULCH AREA
 - TOP DRESSING
 - SILT FENCING
 - FIBER WATTLE
 - INLET PROTECTION



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED KMD
DESIGN CHECKED CMH
DETAILED KMR
DRAWING CHECKED PSA

SCALES SHOWN ARE FOR 1" X 11" PRINTS ONLY
CADD FILE NAME 109400-007.dwg
DRAWING DATE September 2019

IDAHO
TRANSPORTATION
DEPARTMENT

Parametrix

PROJECT NO. A019(944)

SWPP PLAN
US 20/26, CHINDEN;
LOCUST GROVE TO EAGLE
STA 787+00 TO STA 791+00

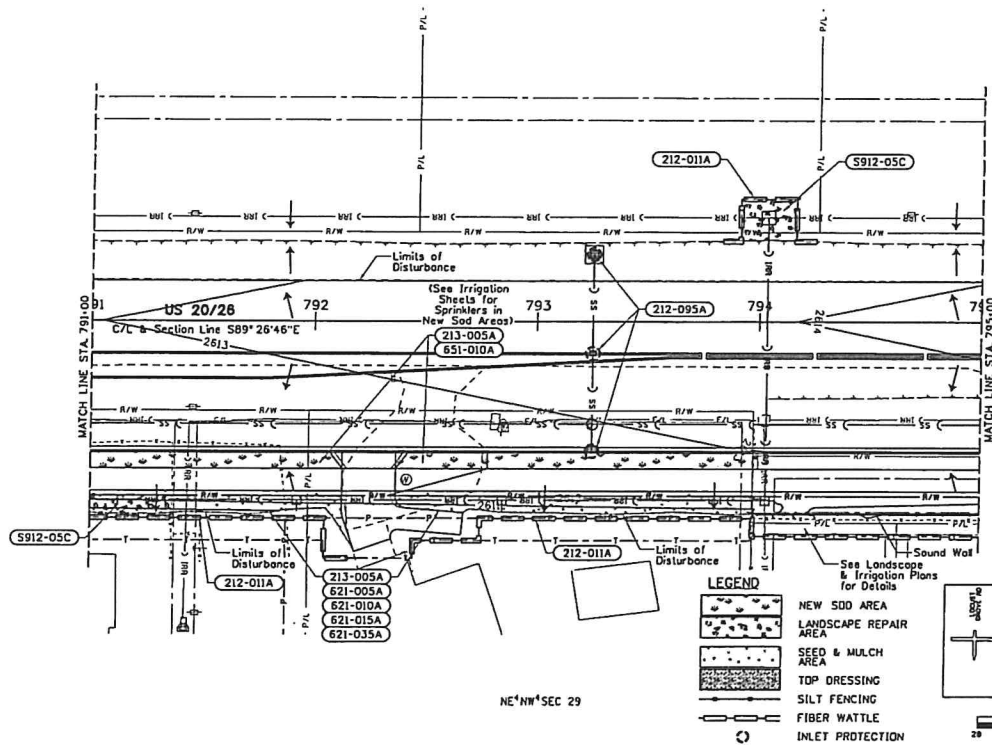
English

COUNTY ADA
KEY NUMBER 19944
SHEET 150 OF 275

PROFESSIONAL ENGINEER
12046
DATE OF BIRTH 7-10-73
CARY M. MCALISTER

T4N, R1E, B.M.

SE 1/4 SEC 20



NE 1/4 SEC 29

212-011A	FIBER WATTLE	138.00 FT	791.00.00 (88.00 R) - 792.19.48 (106.00 R)
282.00 FT		792.45.00 (106.00 R) - 795.00.00 (95.00 R)	
83.00 FT		793.81.00 - 794.26.00 (36.00 L)	
212-095A	INLET PROTECTION	1.00 EA	793.25.00 (58.00 R)
1.00 EA		793.25.00 (14.33 R)	
1.00 EA		793.25.00 (30.00 L)	
213-005A	TOPSOIL (57)	23.00 CY	791.00.00 (76.00 R) - 792.18.32 (101.72 R)
16.00 CY		791.00.00 (58.83 R) - 792.15.00 (66.00 R)	
30.00 CY		792.35.00 (78.27 R) - 793.97.74 (65.08 R)	
23.00 CY		792.35.00 (65.00 R) - 794.00.00 (58.83 R)	
621-005A	SEED BED PREPARATION	0.03 ACRE	791.00.00 (76.00 R) - 792.18.32 (101.72 R)
0.04 ACRE		792.35.00 (78.27 R) - 793.97.74 (66.08 R)	
621-010A	SEEDING (TYPE 1)	0.03 ACRE	791.00.00 (76.00 R) - 792.18.32 (101.72 R)
0.04 ACRE		792.35.00 (78.27 R) - 793.97.74 (66.08 R)	
621-015A	MULCHING	0.03 ACRE	791.00.00 (76.00 R) - 792.18.32 (101.72 R)
0.04 ACRE		792.35.00 (78.27 R) - 793.97.74 (66.08 R)	
621-035A	FERTILIZING	0.03 ACRE	791.00.00 (76.00 R) - 792.18.32 (101.72 R)
0.04 ACRE		792.35.00 (78.27 R) - 793.97.74 (66.08 R)	
621-010A	LAWN CONIST (SODDED)	805.00 SF	791.00.00 (58.83 R) - 792.15.00 (66.00 R)
1164.00 SF		792.35.00 (65.00 R) - 794.00.00 (58.83 R)	
621-035C	SP LANDSCAPE REPAIR	42.00 SY	791.00.00 - 791.37.73 (88.00 R)
52.00 SY		793.91.00 (36.31 L) - 794.16.00 (36.27 L)	

REVISIONS			DESIGNED	BY	DATE
			DESIGN CHECKED	CMW	
			DETAILED	KMR	
			DRAWING CHECKED	PSA	

SCALES SHOWN ARE FOR 8" X 11" PRINTS ONLY.
CADD FILE NAME: 19944_swp_000.dwg
DRAWING DATE: September 2019

IDAHO TRANSPORTATION DEPARTMENT
Parametrix

PROJECT NO. A019(944)
SWPP PLAN
US 20/26, CHINDEN; LOCUST GROVE TO EAGLE
STA. 791.00 TO STA. 795.00

English
COUNTY ADA
KEY NUMBER 19944
SHEET 161 OF 275





AGENDA ITEM

ITEM TOPIC: Memorandum of Agreement with West Ada Recreation District (WARD) and City of Meridian Regarding Mural on East Facing Wall of Meridian Pool

**MEMORANDUM OF AGREEMENT
BETWEEN WESTERN ADA RECREATION DISTRICT AND CITY OF MERIDIAN
FOR DESIGN AND INSTALLATION OF MURAL**

This MEMORANDUM OF AGREEMENT BETWEEN WESTERN ADA RECREATION DISTRICT AND CITY OF MERIDIAN FOR DESIGN AND INSTALLATION OF MURAL (“Agreement”), is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho (“WARD”) (collectively, “Parties”).

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

WHEREAS, to that end, City intends to dedicate funds for the design and installation of a public art mural at 213 E. Franklin Road, in Meridian, Idaho, Ada County parcel no. S1118223084 (“Property”); specifically, on the Northeast-facing exterior wall of the building;

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

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

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

I. WARD’S RESPONSIBILITIES

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

declines to execute the Public Art Easement Agreement exactly as set forth in *Exhibit B*, WARD shall reimburse City for all expenses incurred and obligations made by City in reliance on WARD's commitment to execute same, including, but not limited to, any and all amounts paid to Artist for design and/or installation of the Mural at Property. This provision shall survive the termination of this Agreement.

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

I. CITY'S RESPONSIBILITIES.

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

generally in the form as set forth in *Exhibit F* hereto. City shall prepare the City Council resolution signifying City's approval of the Mural as installed.

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

III. GENERAL PROVISIONS.

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

City Contact:

Cassandra Schiffler, Arts & Culture Coordinator
cschiffler@meridiancity.org

WARD Contact:

Shaun Wardle
shaunwardle@yahoo.com

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

If to City:

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

If to WARD:

Western Ada Recreation District
213 E. Franklin Road
Meridian, ID 83642

- C. Term.** This Agreement begins immediately upon the Effective Date and shall expire upon recording of the fully executed Public Art Easement Agreement, unless earlier terminated as set forth herein.
- D. Non-appropriation.** Notwithstanding any other provision of this Agreement, City shall not be obligated by any provision of this Agreement unless and until the Meridian City Council appropriates adequate funds for this Agreement in the City's budget for the applicable fiscal year. In the event that funds are not appropriated necessary to meet City's obligations under this Agreement, this Agreement shall be terminated. City shall notify WARD of any such non-appropriation of funds at the earliest practicable date.
- E. Assignment.** Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.
- F. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.
- G. Hold harmless.** For purposes of or in furtherance of this Agreement, each party and each of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, shall save and hold harmless the other party from and for any and all losses, claims, actions,

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

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

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

J. Termination.

1. **Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet City's obligations under this Agreement; an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.
2. **Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.

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

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

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

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

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

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

WESTERN ADA RECREATION DISTRICT

Shaun Wardle

Shaun Wardle, Chair

CITY OF MERIDIAN:

BY: Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT A
MURAL PARTNERSHIP PROCESS OVERVIEW

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

EXHIBIT B

PUBLIC ART EASEMENT AGREEMENT

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

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

PUBLIC ART EASEMENT AGREEMENT: PROPERTY ADDRESS

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

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

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

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

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

2. TERM. This Agreement, and the easement granted hereunder, shall be effective until 11:59 p.m. on September 30, 2032 unless extended by mutual agreement of the Parties.

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

4. TERMINATION.

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

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

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

5. MAINTENANCE AND REPAIR OF MURAL. During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural and shall not interfere with the normal operations of Property or inhibit the public access to and use of Property's services. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

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

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

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

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

Grantor:

PROPERTY OWNER NAME

Attn: CONTACT NAME

ADDRESS

Meridian ID ZIP CODE

City:

City of Meridian

Attn: City Clerk

33 E. Broadway Avenue

Meridian ID 83642

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:

NAME, TITLE
ORGANIZATION

STATE OF IDAHO)
) ss:
County of _____)

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

Notary Public for Idaho

Residing at _____, Idaho

My Commission Expires: _____

CITY OF MERIDIAN:

BY:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

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

Notary Public for Idaho

Residing at _____, Idaho

My Commission Expires: _____

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

EXHIBIT C

ARTIST MASTER AGREEMENT

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

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

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

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

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

- I. PROCESS.** By this Agreement, City and Artist seek to establish the general terms of tasks undertaken by Artist with regard to consultations, design, installation, maintenance, and repair of murals, and any and all other tasks related to such activities. The City may invite Artist to provide such services pursuant to separate project task orders establishing specific terms and conditions, including compensation amount, scope of work, and timelines.
- II. SCOPE OF SERVICES.** Upon execution of this Agreement and any associated project task order, Artist shall comply in all respects and perform and furnish to City, all services and shall meet all standards enumerated in this Agreement and in the project task order. Artist shall provide services and work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and/or the project task order. Services and work provided by Artist shall be performed in a timely manner as specified in the project task order and agreed upon by the parties.
- III. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through September 30, 2031, unless sooner terminated by the method set forth herein.
- IV. COMPENSATION.**
 - A. Total amount.** The total payment to Artist for specific services provided pursuant to this Agreement shall be separately negotiated and enumerated in the respective project task order(s). The amount designated in the project task order shall constitute full compensation

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

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

V. CREATION, INTEGRITY, AND OWNERSHIP OF ARTWORK.

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

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

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or business invitees, occurring as a result of this Agreement or project task order.
- B. Waiver.** Artist hereby waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement or project task order, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees
- C. Insurance to be obtained by Artist.** Upon execution of a project task order, Artist shall obtain and shall maintain, at Artist's own expense, through completion of the task order, each and all of the following:
1. **General liability insurance.** General liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per each occurrence, combined single limit bodily injury and property damage, covering the actions and omissions of Artist and Artist's employees, agents, and/or workers, including coverage for owned, non-owned, and hired vehicles, as applicable.
 2. **Workers' compensation insurance.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, and throughout the course of this Agreement, workers' compensation insurance, in an amount required by Idaho law, to cover any and all persons employed by Artist.
 3. **Insurance of Artwork.** Before commencing fabrication of Artwork and/or components or materials thereof, Artist shall procure and maintain, at Artist's own expense, insurance on same in an all-risk form with limits to be established by the project task order, with any loss payable to City. Artist agrees to bear all risks of loss of and/or damage to the Artwork until City's Final Acceptance of Artwork.
- D. Proof of insurance.** Artist shall provide to City, within seven (7) days of the effective date of a project task order, written proof that Artist has obtained all insurance required hereunder. If any change is made to any insurance policy or coverage required under and/or obtained pursuant to this Agreement, Artist shall notify City immediately.

- E. Insurance to be obtained by Artist's subcontractors.** Artist shall require any and all subcontractors employed or utilized in the course and scope of the obligations described in this Agreement to obtain and maintain general liability insurance and workers' compensation insurance in the amounts described herein. Artist shall provide to City, within twenty-four (24) hours of hiring or engaging any subcontractor, written proof that her subcontractors have obtained all insurance required hereunder.
- F. No cancellation without notice.** On all insurance policies required under this agreement, such policies shall provide that they may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any cancellation of insurance without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of the contract.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with any term or condition of this Agreement or project task order, violated any of the covenants, agreements, and/or stipulations of this Agreement or project task order, falsified any record or document required to be prepared under this Agreement or project task order, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement or project task order; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement or project task order; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement and the project task order shall be terminated upon mailing of written notice of same by the terminating party.
1. **Default by City.** In the event of termination for non-performance or default by City after City's issuance of notice to proceed on a project task order, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder.
 2. **Default by Artist.** In the event of termination for non-performance or default by Artist after City's issuance of notice to proceed on a project task order, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement or project task order, and all rights, title, and interest thereto, including those described in section V.A. of this Agreement, shall, at City's option, become City's property, and the right to fabricate and/or install the artwork or other products shall pass to City. Notwithstanding this provision, Artist shall not be relieved of any liability for damages sustained by City attributable to Artist's default or breach of this Agreement or project task order. City may reasonably withhold payments due until such time as the exact amount of damages due to City from Artist is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this

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

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

VIII. GENERAL PROVISIONS.

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

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

- G. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- H. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- I. Cumulative Rights and Remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- J. Interpretation.** Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. The Agreement and the captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- K. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- L. Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- M. Notice.** Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:
- | | |
|----------------|---------------------|
| Artist: | City: |
| BUSINESS NAME | City Clerk |
| ARTIST NAME | City of Meridian |
| ADDRESS | 33 E. Broadway Ave. |
| ADDRESS | Meridian ID 83642 |
- Either party may change its address for the purpose of this provision by giving written notice of such change in the manner herein provided.
- N. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

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

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

ARTIST:

ARTIST NAME, TITLE
BUSINESS NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT D

TASK ORDER WITH ARTIST FOR MURAL DESIGN

TASK ORDER FOR MURAL DESIGN

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

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

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

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

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

II. COMPENSATION.

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

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

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

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

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

III. TIME OF PERFORMANCE.

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

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

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

IV. GENERAL PROVISIONS.

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

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

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

1. Owner:

OWNER NAME, OWNER TITLE

OWNER BUSINESS

OWNER E-MAIL

2. City:

Cassandra Schiffler, Arts and Culture Coordinator

City of Meridian

cschiffler@meridiancity.org

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

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

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

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

ARTIST:

ARTIST NAME, TITLE

BUSINESS NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT E

TASK ORDER WITH ARTIST FOR MURAL INSTALLATION

TASK ORDER FOR MURAL INSTALLATION

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

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

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

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

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

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

II. COMPENSATION.

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

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

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

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

III. TIME OF PERFORMANCE.

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

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

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

IV. GENERAL PROVISIONS.

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

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

1. Owner:

OWNER NAME, OWNER TITLE

OWNER BUSINESS

OWNER E-MAIL

2. City:

Cassandra Schiffler, Arts and Culture Coordinator

City of Meridian

cschiffler@meridiancity.org

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

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

ARTIST:

ARTIST NAME, TITLE

BUSINESS NAME

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: Chris Johnson, City Clerk

EXHIBIT F

MURAL ACCEPTANCE AGREEMENT

ACCEPTANCE AGREEMENT: NAME OF MURAL, ADDRESS

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

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

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

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

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

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

I. INDEMNIFICATION.

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

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

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

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

II. WAIVER.

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

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

ARTIST:

ARTIST NAME
COMPANY NAME

CITY OF MERIDIAN:

 Robert E. Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Ground Lease Agreement between the City of Meridian and Owyhee Holdings, LLC for the Proposed Can Ada Lift Station Property



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

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

FROM: David Briggs
Staff Engineer II

DATE: 08/23/2022

SUBJECT: GROUND LEASE AGREEMENT FOR THE PROPOSED CAN ADA LIFT STATION PROPERTY.

I. RECOMMENDED ACTION

A. Move to:

1. Approve the attached Lease Agreement for the future Can Ada Lift Station located on the southeast corner of the intersection of Can Ada Road and W McMillan Road.
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

David Briggs, Staff Engineer II	489-0338
Clint Dolsby, Assistant City Engineer	489-0341
Warren Stewart, City Engineer	489-0350
Laurelei McVey, Director of Public Works	985-1259

III. DESCRIPTION

A. Background

The City's 2017 Collection System Master Plan (CSMP) identified the Can Ada Lift Station (LS) as a future regional LS required to serve northwest portion of the City west of McDermott Rd. The lease agreement is for 1.5-acres located near the intersection of N Can Ada Rd and W McMillan Rd on the northwest corner of parcel S0431223100. Flow will be conveyed to the LS via gravity line to be designed as part of the project. The CSMP identifies a peak design flow of 2,125 gpm. The LS will discharge flow through force mains approximately 11,000 LF to the Oaks LS located on N McDermott Rd, south of the intersection of W McMillan Rd.

B. Reason for Ground Lease

The property currently is not annexed into the City and therefore a 1.5-acre lot cannot be platted as a standalone lot (max lot size allowed in the county is 5 acres). The lease will provide the City use of the land until the property can be annexed into the city and

the property is developed and subdivided. At that time the lot containing the LS will be deeded to the City. Language representing this is located in the attached lease agreement.

IV. **IMPACT**

A. Strategic Impact:

This project meets our mission requirements to identify and prioritize work to anticipate, plan, and provide public services and facilities that support the needs of our growing community and ensure modern reliable facilities while maintaining financial stewardship. This LS is also required to develop the northwest priority growth area designed by the City.

B. Fiscal Impact

The Lessor and the City of Meridian waive monetary rent and agree that the mutual benefits provided with this Ground Lease support the agreement.

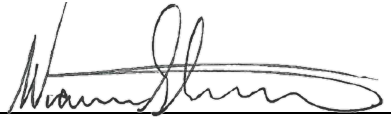
V. **ALTERNATIVES**

The City could choose not to approve the agreement; however, this may result in the City having to locate and procure an alternate parcel for a future LS. This would delay the project months.

VI. **TIME CONSTRAINTS**

This project is nearing the completion of the concept design stage and is transitioning into the design stages at this time. Choosing not to approve this request will result in delay of the project.

Approved for Council Agenda: _____

A handwritten signature in dark ink, appearing to be 'M. J. ...', is written over a horizontal line.

GROUND LEASE AGREEMENT

by and between

Owyhee Holdings, LLC and the City of Meridian, Idaho

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into this _____ day of September, 2022, by and between OWYHEE HOLDINGS, LLC, an Idaho limited liability company and its successors and assigns, hereinafter referred to as the "**Lessor**," and THE CITY OF MERIDIAN, IDAHO, hereinafter referred to as "**Lessee**" or "**City**." Lessee or Lessor may each individually be referred to as a "**Party**" or collectively, as the "**Parties**".

RECITALS

WHEREAS, Lessor owns certain real property in Ada County Idaho, generally located south of McMillan Road and east of N. Can Ada Road, Ada County Parcel Number S0431223100, legally described on Exhibit A, attached hereto and incorporated herein ("**Lessor Property**"); and

WHEREAS, Lessor intends to develop Lessor Property and eventually seek annexation of Lessor Property into the City of Meridian; and

WHEREAS, the City intends to provide sewer service to Lessor's Property and other properties within the City's municipal service area and, to that end, City desires to construct a sanitary sewer lift station ("**Lift Station**") which Lift Station will be owned and operated by the City as part of its municipal sanitary sewer collection system, and which will be located on a portion of the Lessor Property (the "**Leased Premises**" or "**Premises**"), as legally described on Exhibit B and graphically depicted on Exhibit C, both of which are attached hereto and incorporated herein; and

WHEREAS, Lessor and the City wish to enter into this Lease for the Leased Premises subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the above recitals, and the benefits, covenants and agreements hereinafter mentioned on the part and behalf of the parties, the parties agree as follows:

1. **LEASE:** Lessor shall lease to Lessee and Lessee shall lease from Lessor the Leased Premises subject to the following terms and conditions.

2. **RENT:** Lessor and Lessee hereby waive monetary rent and agree that the mutual benefits provided herein constitute adequate consideration for this Lease. The mutual benefits include but are not limited to Lessee's ability to construct and operate the Lift Station in advance of platting and Lessor having the benefit of sewer service sooner than would otherwise be available.

3. **TERM:** This Lease shall be for the term of four (4) years (the "**Primary Term**"), unless extended or earlier terminated as provided herein, commencing on September 1, 2022 (the "**Lease Commencement Date**").

4. **LEASE EXTENSION:** Provided that Lessee commences construction of the Lift Station prior to the expiration of the Primary Term then, this Lease shall automatically be renewed for successive ten-year terms, not to

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exceed 100 additional years, unless otherwise agreed to in writing by the parties (each such 10-year renewal period a **"Renewal Term"**). "Commences construction" means the first placement of permanent construction of a structure on the Leased Premises, such as the pouring of slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation, clearing, grading and grading. In the event that Lessee fails to use best efforts to operate the Lift Station after the first or subsequent Renewal Term, then this Lease shall terminate at the end of that first or subsequent Renewal Term upon written notice by Lessor to Lessee, so long as such notice is provided to Lessee a minimum of six (6) months prior to the end of said Renewal Term.

5. PREMISES/LESSEE IMPROVEMENTS: On the Lease Commencement Date, Lessor shall deliver the Premises, and Lessee agrees to accept the Premises, in its "as-is" condition, as of the date thereof. Lessor shall not be obligated to perform any work or furnish any other materials in, to or about the Premises in order to prepare the Premises for use or occupancy by Lessee or otherwise. Lessee agrees that in executing this Lease, it has not relied upon any statements, representations, covenants or warranties made by Lessor or any person acting on behalf of Lessor other than those, if any, expressly set forth in this Lease and on such investigations, examinations and inspections as Lessee has chosen to make or has made. Lessee has retained a consultant to conduct a Phase 1 Environmental Site Assessment ("ESA") of the Premises, but the Parties acknowledge the results of the ESA may not be available prior to the Lease Commencement Date. Therefore, the Parties agree that, notwithstanding Sections 3 or any other provision of this Lease, Lessee shall be permitted to terminate this Lease within thirty (30) days of receiving the final ESA if Lessee is not satisfied with the condition of the Premises. Lessee shall provide copies of any environmental site assessments to Lessor.

6. USE OF LEASED PREMISES: Lessee covenants and agrees that the Leased Premises shall be used for a sanitary sewer lift station, and the construction, operation, and maintenance thereof (the **"Permitted Use"**), and shall not be used for any other purpose or purposes without the prior written consent of Lessor.

7. LESSEE WORK: Lessee, at its sole cost, will perform all of Lessee's work, which shall include all improvements, furniture and fixtures necessary to construct and operate a fully-functional sanitary sewer lift station (collectively, **"Lessee Work"**). Lessee will use reasonable efforts and due diligence to obtain all permits required for Lessee's Work. Lessee Work will be done in a good and workmanlike manner, and in compliance with all governmental requirements. Prior to the commencement of any Lessee Work, Lessee will submit evidence of the insurance required pursuant to this Lease, including evidence of worker's compensation insurance. Lessee Work must commence prior to the expiration of the Primary Term or Lessee will be deemed in default of this Lease. Lessee Work will also include any and all work necessary to work around, relocate or reconstruct the settling pool and related facilities currently located on the Leased Premises adjacent to N. Can Ada Road.

8. LEASED PREMISES: Within three months of completion of Lessee Work, Lessee shall cause Lessor's Property surrounding the Lift Station to be re-surveyed and the boundaries of the Leased Premises shall be reduced as much as is reasonably practical. The parties agree to amend this Lease to formally document the reduction

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of the Leased Premises by replacing Exhibit B and Exhibit C with a final Record of Survey and an updated graphical depiction, respectively.

9. EARLY TERMINATION: The parties agree that upon completion of the Lift Station, notwithstanding the Lease Term provided above, this Lease shall terminate upon (i) annexation of the Leased Premises into the City and (ii) City's acceptance of Gift Deed for the Leased Premises, as more particularly described in Section 11, herein, and in a form substantially similar to that Gift Deed attached hereto as Exhibit D.

10. LEASE TERMINATION: Unless earlier terminated as forth in Section 9, if this Lease is terminated in good faith in accordance with the terms of this Lease, Lessee shall remove any improvements on the Leased Premises and restore the Leased Premises to the condition that they were in upon commencement of this Lease, unless otherwise agreed by Lessor and Lessee by separate written agreement.

11. GIFT DEED: Upon completion of the Lift Station and annexation of the Lessor Property into the City, Lessor shall deed the Leased Premises to the City. In so deeding the Leased Premises, the parties will utilize the services of an escrow agent to allocate property and other taxes between the Parties and to carry out instructions related to the recording of the Gift Deed. The parties agree to share (50/50) the expenses related to the services of the escrow agent and any related recording fees. The Parties will each submit escrow instructions to escrow agent before City's acceptance of the Gift Deed. City reserves the right to perform a Level I Environmental Site Assessment prior to accepting the Gift Deed, and City reserves the right to purchase an Owner's Title Policy at City's expense. City will acknowledge receipt of the Gift Deed, and Lessor shall be responsible for establishing value and other related matters. Concurrently with recordation of the Gift Deed in the land records of Ada County, the parties will execute and record a notice of Termination of Lease.

12. ALTERATIONS AND IMPROVEMENTS: Lessee shall have the right to make alterations and improvements to the Leased Premises that are consistent with the ongoing construction, operation and maintenance of the Lift Station. Lessee shall maintain all such alterations and improvements made by Lessee in a neat and orderly condition. Lessee's subsequent operation, maintenance, repair, replacement, removal or abandonment of the Lift Station and other improvements shall comply with all design guidelines applicable to the Leased Premises and all requirements and standards for construction, operation and/or abandonment of Lift Stations.

13. COMPLIANCE WITH LAW: Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances governing its use of the Leased Premises and Lift Station and to do all things necessary to stay in compliance with the same.

14. UTILITIES: It is expressly agreed that during the term of this Lease, Lessee shall furnish and promptly pay for any utilities required for the Leased Premises and improvements at Lessee's own cost and expense.

15. TAXES AND ASSESSMENTS: Lessor shall pay all real estate taxes and other assessments of any kind levied against the Leased Premises during the term of this Lease as the same become due.

16. ASSIGNMENT OR SUBLEASING: Lessee shall not assign this Lease nor sublet to any other lessee the Leased Premises or any portion thereof, without Lessor's prior written consent; provided, however, such consent shall not be unreasonably withheld by Lessor.

17. LABOR CONTRACTS AND EMPLOYEES: The parties expressly covenant and agree that all labor contracts and employment agreements with employees or contractors providing services or materials to or construction upon the Leased Premises shall be made directly with Lessee and that all such employees and contractors shall be deemed solely the employees or contractors of Lessee and in no way employees or contractors of Lessor. Lessee covenants and agrees to keep the Leased Premises free and clear of any claims, including but not limited to mechanics or materialmen's liens, and to the extent permitted by Idaho law indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

18. WASTE PROHIBITED: Lessee shall not commit any waste or damage to the Leased Premises nor permit any waste or damage to be done thereto.

19. LIABILITY: Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of the Leased Premises or any part thereof, or from the subsurface, or from any other source or cause whatsoever, nor shall the Lessor be liable for any defect, latent or otherwise, in the Leased Premises, Lift Station or structures erected on the Leased Premises.

20. LESSEE INSURANCE: Lessee, at its cost, will maintain the following insurance on the Premises at all times from and after the Commencement Date or any earlier date as Lessee may enter the Premises:

20.1. Commercial general liability insurance policy ("**Lessee's CGL**") (in a form substantially similar to the sample set forth in Exhibit E), providing coverage against any and all claims for bodily harm and property damage occurring in or on the Premises and/or arising out of or in any way related to the use and occupancy of the Premises by Lessee and, and including broad form blanket contractual coverage covering Lessee's obligations under this Lease. The insurance will have a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate limit per location umbrella coverage. Lessor (and upon request, Lessor's mortgagees) will be named as a Certificate Holder on Lessee's CGL policy. Lessee's CGL will be primary with regard to the Premises (not contributory with any insurance carried by Lessor) and include broad form contractual coverage arising out of this Lease. In no event will the limits of Lessee's CGL be considered as limiting Lessee's liability under this Lease.

20.2. Property insurance insuring against loss or damage resulting from perils covered by the causes of loss – special form ("**Lessee's Property Insurance**") (in a form substantially similar to the sample set forth in Exhibit E). Lessee's Property Insurance will be written for the Insurable Value of Lessee's F&E and other improvements located on the Premises, together with the business interruption coverage as Lessee desires and does not wish to assume the risk for. Lessor (and upon request, Lessor's mortgagees) will be named as a Certificate Holder on Lessee's Property Insurance, as their interests may appear.

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20.3. All insurance required to be maintained by Lessee will (a) be on an occurrence basis; (b) provide primary coverage and not contributory with Lessor's insurance coverage; (c) require thirty (30) days prior written notice to the Certificate Holder of any cancellation or reduction in coverage; (d) be written by insurance companies licensed to do business in the State of Idaho. The insurance may be provided by a blanket policy covering additional locations. Lessee will provide Lessor with evidence of the required insurance on or before the Commencement Date.

21. CONDEMNATION: If the entire Leased Premises, or a substantial part thereof, are condemned or taken by purchase in lieu thereof by any party other than Lessee, then this Lease shall terminate as of the time possession is taken.

22. DEFAULT AND FORFEITURE: Time and the strict and faithful performance of each and every one of the conditions of this Lease are expressly made the essence of this Lease. If Lessee defaults in the keeping, performing or observing of any of the covenants and agreements herein contained and such default shall remain uncured for a period of thirty (30) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at Lessor's election, either in law or equity, seek specific performance of this Lease or may declare said Lease forfeited and terminated and may re-enter the Leased Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease, and if thereafter the Lessee shall fail to surrender possession of the Leased Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of the Leased Premises. If Lessee shall abandon or vacate the Leased Premises, or if this Lease be terminated for default of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of the Leased Premises from Lessee and in removing the improvements thereon, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Leased Premises in good order and condition as herein provided. In the event of notification of default by Lessor to Lessee and Lessee does in fact cure such default, then and in that event Lessee shall pay, in addition to all arrearages as existing under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

23. QUIET ENJOYMENT: From and after the Commencement Date and provided that Lessee performs all of its obligations under this Lease, Lessee's quiet enjoyment and possession of the Premises will not be disturbed by Lessor, its successors or assigns, except as otherwise provided in this Lease.

24. ATTORNEY'S FEES: In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the prevailing party in such action or collection shall be entitled to recover from the other party its reasonable attorney's fee and costs, together with such other costs as may be authorized by law

25. ENVIRONMENTAL: During the term of this Lease, Lessee will not deposit, store, dispose of or place upon, about or under the Premises any Hazardous Substances in violation of any Environmental Law, as those terms

are defined below. In the event Lessee will deposit, store, dispose of or place upon, about or under the Premises any Hazardous Substance in violation of an Environmental Law, Lessee will, at its sole cost and expense, to the extent permitted by Idaho law, indemnify, defend by counsel satisfactory to Lessor and hold Lessor harmless from any claim, loss, liability, cost expense or damage resulting therefrom. If the violation requires the removal, remediation or disposal of any Hazardous Substance, Lessee will promptly commence and complete the removal, remediation or disposal of the Hazardous Substance ("Remediate" or "Remediation") in accordance with Environmental Law. If Lessee fails to promptly commence and complete Remediation within thirty (30) days after written notice from Lessor, Lessor may undertake the Remediation at Lessee's expense and all costs incurred by Lessor in connection with the Remediation will be due and payable from Lessee to Lessor within ten (10) days after written demand. "Hazardous Substances" will mean any hazardous, toxic, dangerous materials or substances in violation of Environmental Laws. "Environmental Laws" will mean Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"); The Resource Conservation and Recovery Act, 42 U.S.C. §6501 et seq. ("RCRA"); The Superfund Amendments and Preauthorization Act, 42 U.S.C. §9601 et seq. ("SARA") or any other federal or state statute, law, ordinance or regulation related to environmental matters or liability.

26. NOTICES: All notices required to be given to each of the parties hereto under the terms of this Lease shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following address:

Lessor: Owyhee Holdings LLC
839 S. Bridgeway Place
Eagle, ID 83616

Lessee: City of Meridian
33 E. Idaho
Meridian, ID 83642

or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing except as otherwise expressly provided herein.

27. REPRESENTATIONS: It is understood and agreed by and between the parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this Lease.

28. BINDING EFFECT: The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

29. SITUS: This Lease is established and accepted by the Lessee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws.

30. RECORDING: This Lease will not be recorded; however, Lessor or Lessee may record a Memorandum of Lease.

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16117771_10_ground lease for owyhee holdings property for can ada lift station / 007476-81

31. ESTOPPEL CERTIFICATES: Within seven (7) days of receipt of written request, Lessee will certify in writing to all persons designated by the requesting party, in the form as reasonably required by Lessor or its prospective buyer or lenders, the following matters: (i) Lessee has performed all of its obligations and is not in default under this Lease, or if a default exists, specifying the default; (ii) that this Lease is in full force and effect; (iii) the date to which Rent is paid and the amount of any prepaid Rent, IF ANY; (iv) that each person receiving the certification may rely thereon for all purposes, (v) that Lessee does not claim any default by Lessor under the Lease (beyond the applicable notice and cure periods), and (vi) other certifications as the requesting party may reasonably request.

32. GOVERNING LAW. The laws of the State of Idaho will govern the validity, performance and enforcement of this Lease and venue for any action arising out of the Lease will be in Ada County, Idaho. Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Lessee's use or occupancy of the Premises and/or any claim of injury or damage.

33. HEADINGS: The bolded paragraph headings are for convenience only and are not a part of this Lease and shall not be used in interpreting or construing this Lease agreement.

34. SEVERABILITY: If any portion or portions of this Lease shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.


IN WITNESS WHEREOF, Lessor and Lessee do execute this Lease effective the day and year first above written.

"Lessor"

OWYHEE HOLDINGS, LLC, an Idaho limited liability company

By: Idaho Holdings, LLC
Its Manager

By:



Mark Bottles.
Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on the 23 day of August, 2022 by Mark Bottles, Manager of Idaho Holdings, LLC.

(SEAL)




NOTARY PUBLIC FOR IDAHO
RESIDING AT: Eagle ID
MY COMMISSION EXPIRES: 3-28-2024

"Lessee"

CITY OF MERIDIAN, IDAHO

By: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk of the CITY of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
RESIDING AT: _____
MY COMMISSION EXPIRES: _____

EXHIBIT A

Legal Description of Lessor's Property

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, STATE OF IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO; RUNNING THENCE EAST 1017 FEET ALONG THE SECTION LINE TO A POINT 50 FEET WEST FROM THE CENTER LINE OF THE PHYLLIS CANAL; RUNNING THENCE SOUTH AND WEST ALONG SAID PHYLLIS CANAL AND 50 FEET DISTANT FROM THE CENTER LINE THEREOF TO THE INTERSECTION WITH THE WEST LINE OF SAID QUARTER SECTION, THENCE NORTH ALONG THE QUARTER SECTION LINE 2373 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION CONTAINED IN RIGHT-OF-WAY DEED DATED MARCH 18, 1916, EXECUTED BY JOHN W. SMITH, AN UNMARRIED MAN, TO THE UNITED STATES OF AMERICA, ACTING UNDER THE PROVISIONS OF THE ACT OF CONGRESS OF JUNE 17, 1902 (32 STAT. 388) KNOWN AS THE RECLAMATION ACT, RECORDED MARCH 23, 1916, IN BOOK 119 OF DEEDS AT PAGE 296, RECORDS OF ADA COUNTY, IDAHO

ALSO INCLUDING, LOTS 1 AND 2 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO.

EXCEPT THAT PORTION CONTAINED IN RIGHT-OF-WAY DEED DATED MAY 8, 1916, EXECUTED BY SARAH ANN SMITH, A WIDOW, TO THE UNITED STATES OF AMERICA, ACTING UNDER THE PROVISIONS OF THE ACT OF CONGRESS OF JUNE 17, 1902 (32 STAT. 388)

KNOWN AS THE RECLAMATION ACT, RECORDED MAY 15, 1916, IN BOOK 120 OF DEEDS AT PAGE 113, RECORDS OF ADA COUNTY, IDAHO.

ALSO EXCEPT A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, STATE OF IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 31; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, SOUTH 89°58'07" EAST 33.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF CANADA AVENUE, BEING THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 0°07'58" EAST 1168.35 FEET; THENCE SOUTH 85°38'37" EAST 2234.00 FEET; THENCE SOUTH 9°34'55" WEST 240.00 FEET; THENCE SOUTH 49°43'11" EAST 584.13 FEET; THENCE SOUTH 0°01'54" EAST 102.00 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE PHYLLIS CANAL ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 82°00'00" WEST 113.00 FEET TO A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE ALONG SAID EAST LINE SOUTH 0°01'54" EAST 268.00 FEET TO THE CENTER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, NORTH 89°58'07" WEST 2524.25 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING A PORTION OF GOVERNMENT LOT 1 AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND ALSO BEING THE LEWIS MCKELLIP SURVEY IN RECORD OF SURVEY 827, ACCORDING TO THE SURVEY THEREOF, FILED IN BOOK F OF SURVEYS AT PAGE 839, RECORDED AS INSTRUMENT NO. 8567169, RECORDS OF ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTHERLY BOUNDARY OF SAID FIVE MILE DRAIN, 85.63 FEET TO A POINT BEING THE REAL POINT OF BEGINNING.

ALSO EXCEPTING:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 31 BEARS NORTH 00°37'26" EAST, 2629.80 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31

NORTH 89°24'51" WEST, 1684.34 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE NORTH 00°35'08" EAST, 689.23 FEET TO A 1/2" IRON PIN ON THE EASTERLY BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN THAT WARRANTY DEED RECORDED AS INSTRUMENT NO. 9172555, RECORDS OF ADA COUNTY, IDAHO, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING; THENCE

NORTH 37°40'22" WEST, 102.36 FEET TO A 1/2" IRON PIN; THENCE

NORTH 00°05'43" EAST, 365.72 FEET TO A 1/2" IRON PIN; THENCE

SOUTH 46°41'21" EAST, 64.20 FEET TO A 1/2" IRON PIN; THENCE

SOUTH 46°34'38" EAST, 68.82 FEET TO A 1/2" IRON PIN; THENCE

SOUTH 02°20'47" WEST, 38.66 FEET TO A 1/2" IRON PIN; THENCE

SOUTH 36°09'06" EAST, 14.22 FEET TO A 1/2" IRON PIN; THENCE

NORTH 89°41'08" EAST, 32.06 FEET TO A 1/2" IRON PIN ON THE EASTERLY BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN THAT WARRANTY DEED RECORDED AS INSTRUMENT NO. 9172555, RECORDS OF ADA COUNTY, IDAHO, SAID POINT ALSO BEING ON A CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY BOUNDARY LINE AND SAID CURVE BEING 50.00 FEET WESTERLY OF THE CENTERLINE OF THE PHYLLIS CANAL 317.29 FEET, SAID CURVE HAVING A RADIUS OF 655.59 FEET, A CENTRAL ANGLE OF 27°43'49" AND A LONG CHORD OF 314.21 FEET WHICH BEARS

SOUTH 13°33'02" WEST TO THE REAL POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Leased Premises

DESCRIPTION FOR
CITY OF MERIDIAN
A 1.59 ACRE PARCEL OF LAND
SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 31
T. 4 N., R. 1 W., B.M.
ADA COUNTY, IDAHO

A parcel of land situated in the Northwest ¼ of the Northwest ¼ of Section 31, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at the northwest corner of said Section 31, from which the southwest corner of said Northwest ¼ of Section 31 bears South 0°41'22" West 2648.18 feet;

thence along the westerly boundary of said Northwest ¼ of Section 31, being also the centerline of Can-Ada Road, South 0°41'22" West 113.73 feet to the POINT OF BEGINNING;

thence leaving said westerly boundary and centerline South 81°01'13" East 172.28 feet;

thence South 65°03'44" East 114.63 feet;

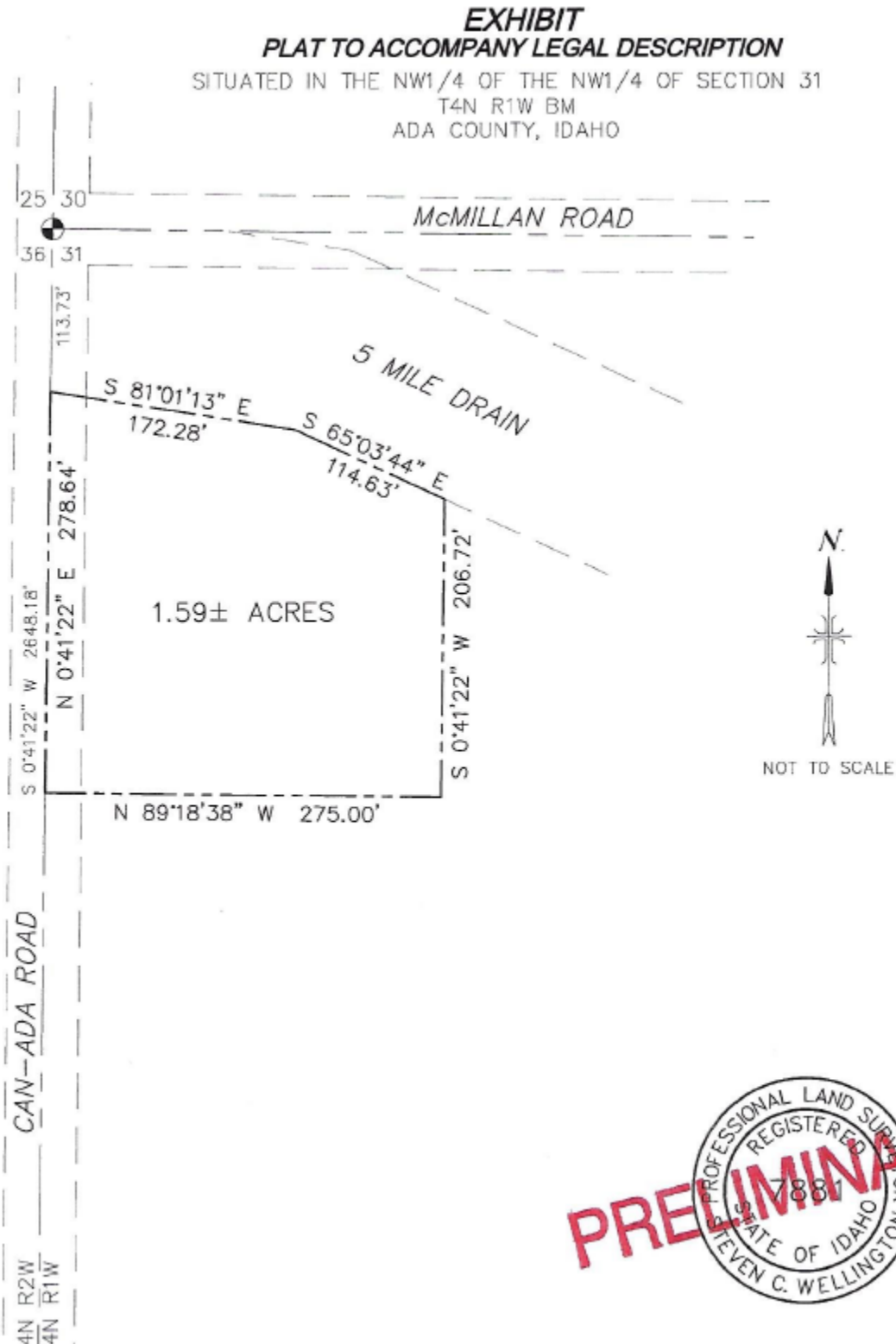
thence South 0°41'22" West 206.72 feet;

thence North 89°18'38" West 275.00 feet to said westerly boundary of the Northwest ¼ of Section 31 and centerline of Can-Ada Road,

thence along said westerly boundary and centerline North 0°41'22" East 278.64 feet to the POINT OF BEGINNING, comprising 1.59 acres, more or less.

EXHIBIT C

Graphic depiction of Leased Premises



Lift Station Lease Agreement - 14

16117771_10_ground lease for owyhee holdings property for can ada lift station / 007476-81

Recording requested by, and return to:
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

My commission expires: _____

EXHIBIT E
Sample Certificate of Insurance Form
(City will update this with a current form prior to execution of Lease)

CERTIFICATE OF INSURANCE		Issue Date: Wednesday, May 30, 2018 10:42:08 AM	
Agent for Public Entity: James Fullinwider All American Insurance Inc. PO Box 650 Meridian ID 83680-		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder.	
Insuring Pool Participant: City of Meridian 33 East Broadway, Ste. 308 Meridian ID 83642-		PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters P. O. Box 15249 Boise, ID 83715	
This certifies coverages listed below are issued to the above insuring pool participant for the time period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.			
Section Number	Type of Insurance -Coverage Form	Policy Number 37A02114100117	Effective Date 5/30/2018
		Expiration Date 09/30/2018	Property Deductible (except flood/quake): \$2,500
		Limits	
V	PROPERTY INSURANCE -OCCURRENCE	1. Buildings, Structures and Property 2. Automobile/Mobile Equipment Physical Damage General Aggregate	Amount Reported in Schedule of Values up to \$100,000,000 per occurrence. \$200,000,000
VI	MACHINERY BREAKDOWN -OCCURRENCE	1. Property Damage 2. Expediting Expenses 3. Business Income and Extra Expense 4. Spoilage Damage 5. Service Interruption 6. Newly Acquired Premises 7. Ordinance or Law 8. Errors and Omissions	Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence General Aggregate Varies Per Item \$2,500,000 \$1,000,000 \$1,000,000 \$2,500,000 \$5,000,000 \$5,000,000 \$10,000,000 \$100,000,000
VII	CRIME INSURANCE (INCLUDES PUBLIC OFFICIALS' SURETY-IN-LIEU)	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises	Each Occurrence \$500,000
			For Claims Pursuant to Title, Ch. 9, Idaho
VIII	AUTOMOBILE LIABILITY -OCCURRENCE	1. Automobile Liability 2. Automobile Medical Payments 3. Uninsured Motorist	Each Accident Each Person Each Accident Each Person Each Accident \$500,000 \$5,000 \$100,000 \$100,000 \$300,000 \$3,000,000 \$3,000,000 \$100,000 \$100,000 \$300,000
IX	GENERAL LIABILITY -OCCURRENCE	1. General Liability	Each Occurrence \$500,000 \$3,000,000
X	LAW ENFORCEMENT LIABILITY -OCCURRENCE	1. Law Enforcement Liability	Each Occurrence \$500,000 \$3,000,000
XI	ERRORS/OMISSIONS LIABILITY -CLAIMS MADE	1. Errors Omission Liability	Each Claim \$500,000 \$3,000,000
XII	EMPLOYEE BENEFITS LIABILITY -CLAIMS MADE	1. Employee Benefits Liability	Each Claim \$500,000 \$3,000,000
XIII	EMPLOYMENT PRACTICES LIABILITY -CLAIMS MADE	1. Employment Practices Liability	Each Claim \$500,000 \$3,000,000
XIV	SEXUAL MOLESTATION LIABILITY -CLAIMS MADE	1. Sexual Molestation Liability	Each Claim \$500,000 \$3,000,000
Description of Operations/Locations/Vehicles/Restrictions/Special Items: Sample Certificate			
Value:			
For above described item, coverage both for property damage & liability arising from Insured. If Certholder is named as party to lawsuit solely due to relationship with Insured & not as result of its own conduct, we will accept tender of defense, until liability determination. Certholder as Loss Payee as their interest may appear.			
Certificate Holder: None none none none		Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative <i>Sandy Moser</i> ICIMP 16/17	

Lift Station Lease Agreement - 16

16117771_10_ground lease for owyhee holdings property for can ada lift station / 007476-81

CERTIFICATE OF INSURANCE			Issue Date: 8/17/2022		
Agent for Public Entity: James Fullinwider All American Insurance Inc. 929 N Main Street Meridian, ID 83680			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder. PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters P. O. Box 15249 Boise, ID 83715		
ICRMP Member: City of Meridian 33 East Broadway, Ste. 308 Meridian, ID 83642					
This certifies coverages listed below are issued to the above member for the time period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.					
Section Number	Type of Insurance -Coverage Form	Policy Number 42A02114100122	Date Added 8/17/2022	Expiration Date 10/1/2022	Property Deductible (except flood/quake): \$2,500 Limits
V	PROPERTY INSURANCE -OCCURRENCE	1. Buildings, Structures and Property 2. Mobile Equipment and Vehicle Physical Damage		Per valuation clause within policy	
VI	CRIME INSURANCE -OCCURRENCE	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises 4. Policy in Lieu of Public Officials Surety Bond Notary Bond		Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence	\$500,000 \$500,000 \$500,000 \$50,000 \$25,000
				For Claims Pursuant to Title ,Ch.9, Idaho	All Other Covered Liability Claims
VII	AUTOMOBILE LIABILITY -OCCURRENCE	1. Automobile Liability 2. Automobile Medical Payments 3. Uninsured Motorist	Each Accident Each Person Each Accident Each Person Each Accident	\$500,000 \$5,000 \$100,000 \$100,000 \$300,000	\$3,000,000 \$5,000 \$100,000 \$100,000 \$300,000
VIII	GENERAL LIABILITY -OCCURRENCE	1. General Liability	Each Occurrence	\$500,000	\$3,000,000
IX	LAW ENFORCEMENT LIABILITY -OCCURRENCE	1. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000
X	ERRORS/OMISSIONS LIABILITY -CLAIMS MADE	1. Errors Omission Liability	Each Claim	\$500,000	\$3,000,000
XI	EMPLOYEE BENEFITS LIABILITY -CLAIMS MADE	1. Employee Benefits Liability	Each Claim	\$500,000	\$3,000,000
XII	EMPLOYMENT PRACTICES LIABILITY -CLAIMS MADE	1. Employment Practices Liability	Each Claim	\$500,000	\$3,000,000
XIV	SEXUAL MOLESTATION/ABUSE LIABILITY -CLAIMS MADE	1. Sexual Molestation/Sexual Abuse Liability	Each Claim	\$500,000	\$3,000,000
XV	CYBER PRIVACY or SECURITY ENDORSEMENT -CLAIMS MADE	1. Cyber Privacy or Security Event Endorsement	Each Claim	\$1,000,000	\$1,000,000
Description of Operations/Locations/Vehicles/Restrictions/Special Items: Sewer Lift Station on Leased Property from Owyhee Holdings, LLC					
For above described item, coverage both for property damage & liability arising from Insured. If Certholder is named as party to lawsuit solely due to relationship with Insured & not as result of its own conduct, we will accept tender of defense, until liability determination. Certholder as Loss Payee as their interest may appear.					
Certificate Holder: Owyhee Holdings, LLC 839 S. Bridgeway Place Eagle, ID 83616			Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions-30 days minimum Authorized Representative <i>Sandy Moser</i> ICRMP 21/22		



AGENDA ITEM

ITEM TOPIC: Training Site Agreement Renewal between the City of Meridian and the Ada County Emergency Medical Services District for Fiscal Year 2023



AdaCountyParamedics

We're in it for Life!

August 25, 2022

Kari Hibbard
Administrative Assistant
Meridian Fire Department
33 E. Broadway Avenue, #210
Meridian, ID 83642

Dear Kari,

Enclosed please find two originals of the fiscal year 2023 Renewal of the Training Site Agreement between the City of Meridian and the Ada County EMS District.

Will you please have both originals signed and then return them to me? Once the Board of Ada County Commissioners sign them in an Open Business meeting and the Ada County Clerk attest them, I will return one completed original of each agreement to you.

Thank you for your help with this matter. If you have any questions, please feel free to contact me.

Sincerely,

Stacy Winn
Office Administrator

Enc: Training Site Agreement
Two Original Documents

Shawn Rayne, Chief
370 N. Benjamin Lane • Boise, ID 83704-8498
208-287-2962 phone • 208-287-2999 fax
adacountyparamedics.org

**RENEWAL AGREEMENT BETWEEN ADA COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT AND CITY OF MERIDIAN**

This **RENEWAL AGREEMENT BETWEEN ADA COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT AND CITY OF MERIDIAN** (hereinafter referred to as
“Agreement”), is entered into this ____ day of _____, 20__, by and between Ada
County Emergency Medical Services District, a duly formed and existing ambulance district
pursuant to the laws of the State of Idaho, (hereinafter “District”) and the City of Meridian, which
operates the Meridian Fire Department (“Training Site”), also referred to as “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, the District operates Ada County Emergency Medical Services (“ACEMS”),
which provides emergency medical services to residents of Ada County and is contracted with the
American Heart Association (AHA) to serve as a Training Center (“Training Center”); and

WHEREAS, as a Training Center, ACEMS is authorized to provide Training Center
services in Idaho, including the authorization and support of AHA Training Sites, including the
Training Site herein, which are developed by individuals, employers, and other community and
business organizations, for the purpose of teaching AHA-approved courses in Emergency
Cardiovascular Care (“ECC”); and

WHEREAS, the Parties entered into Agreement No. 14509 on November 30, 2021; and

WHEREAS, Agreement No. 14509 provided that it could be renewed upon re-execution
by both Parties for additional one-year terms commencing October 1 and ending September 30 of
the next calendared year; and

WHEREAS, it is now the desire of the District and Training Site to renew Agreement No. 14509 for an additional one-year term;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in Agreement No. 14509, the parties hereto mutually agree as follows:

I.

That Agreement No. 14509 shall be renewed for an additional one (1) year period from October 1, 2022, to and including September 30, 2023.

II.

That all remaining terms and conditions contained in Agreement No. 14509 shall be incorporated herein, as if set forth in full, and remain in full force and effect.

III.

That each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or contracts and, if appropriate, a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

**Board of Ada County Emergency
Medical Services District**

By: _____
Rod Beck, Chairman

By: _____
Ryan Davidson, Commissioner

By: _____
Kendra Kenyon, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

City of Meridian

By: _____
Robert E. Simison, Mayor

ATTEST:

Meridian City Clerk





AGENDA ITEM

ITEM TOPIC: Agreement Between the City of Meridian and West Ada School District for 2022-2023 School Resource Officers



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Police Department, Lt. Harper **Meeting Date:** 09/06/2022
Presenter: Lt. Shawn Harper **Estimated Time:** 10 Minutes
Topic: School Resource Officer Agreement Between City of Meridian and West Ada School
District: 2022 – 2023 School Year

Recommended Council Action:

Mayor and Clerk Signature

Background:

The City of Meridian will provide School Resource Officer services at designated campuses

**SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN CITY OF MERIDIAN AND
WEST ADA SCHOOL DISTRICT: 2022–2023 SCHOOL YEAR**

This AGREEMENT, entered into by the City of Meridian, a political subdivision of the State of Idaho, hereinafter referred to as “the City of Meridian,” and Joint School District No. 2, dba West Ada School District, an Idaho school district and body corporate and politic of the State of Idaho, hereinafter referred to as “the District.”

WHEREAS, the District desires increased law enforcement, community support, outreach, and crime prevention services from the City, through the Meridian Police Department; and

WHEREAS, the City of Meridian and the Meridian Police Department desire to provide such services to the District; and

WHEREAS, the parties' mutual interests can be furthered through the use of the School Resource Officer (SRO) Program of the Meridian Police Department;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. This Agreement shall be for the sole benefit of the District and the City and shall not be interpreted to benefit third parties. The relationship of the parties hereto is that of contractor and independent contractor, and it is expressly understood and agreed that each party and their officers, agents, and employees do not in any way, nor for any purpose, become a partner, agent, joint venture, servant, or employee of the other.

2. The City of Meridian, through the Meridian Police Department, shall provide School Resource Officer services at designated campuses, as referenced in Paragraph 3 below, including, but not limited to: investigating and preventing crimes against persons or property; identifying and arresting violators of state and local laws; filing investigative reports

and other required reports or documents; patrolling; and, to a limited extent, maintaining building security, controlling traffic, and enforcing traffic laws around schools.

3. The City of Meridian shall provide:

- a. One (1) SRO Sergeant for supervision and as a single point of contact communication;
- b. Two (2) SRO Corporals for supervision;
- c. One (1) School Resource Officer at Mountain View High School;
- d. One (1) School Resource Officer at Meridian High School
- e. One (1) School Resource Officer at Rocky Mountain High School;
- f. One (1) School Resource Officer at Owyhee High School;
- g. One (1) School Resource Officer to cover the District office, Idaho Fine Arts Academy, and Renaissance High School;
- h. One (1) School Resource Officer at Victory Middle School;
- i. One (1) School Resource Officer at Meridian Middle School;
- j. One (1) School Resource Officer at Sawtooth Middle School;
- k. One (1) School Resource Officer at Lewis and Clark Middle School;
- l. One (1) School Resource Officer at Heritage Middle School
- m. One (1) School Resource Officer to cover Central Academy, Meridian Academy, Crossroads Middle School, Rebound School of Opportunity, and Pathways Middle School; and
- n. Five (5) School Resource Officers to cover District elementary schools.

4. As a professional service provider and de facto member of the school management team, the SRO shall endeavor to maintain open and regular communication with the assigned school principal and shall positively promote the school, staff, students,

and administration to the community. At the beginning of each school year the SRO shall meet with the principal to discuss the principal's expectations. In addition, on a weekly basis, the SRO shall meet with each principal or the principal's designee or provide an Activity Log indicating where and on what school activities the SRO was involved in during the prior week, unless the assigned principal does not request one.

5. Prior to assignment to a school, SROs shall have basic SRO certification, or, in unexpected situations, shall obtain same within one (1) calendar year. SROs shall obtain ongoing training pertinent to their assignment, as such training is available.

6. The Meridian Police Chief and the District will determine how the officers performing the duties under this Agreement will be deployed, and the manner in which the services contemplated by the Agreement shall be provided. The Meridian Police Department will communicate to the assigned school principal whenever concerns or problems regarding scheduling, duties, or other items occur. The interiors of buildings will not be patrolled by SROs except as is necessary to investigate crimes, apprehend criminal suspects and otherwise perform the duties contemplated herein; however, the SROs shall maintain high visibility with students during break and lunch periods.

7. The Meridian Police Chief and his officers shall have the right to exercise due discretion in the performance of this Agreement, including, but not limited to the type, nature, extent, and result of any response or activity undertaken by the Meridian Police Chief and his officers.

8. a. With the exception of paragraph 8(b) below, the conduct of the Meridian Police Chief and his officers will be governed by the Meridian Police Policy Manual (hereinafter "Manual"). In the event that the District's procedures conflict with the procedures set forth in the Manual, the provisions of the Manual shall prevail.

b. District and Parental Notifications. Notwithstanding any other provisions herein to the contrary, the following procedures shall be used in all instances with regard to notifying the principal and/or a student's parents about the interaction of SROs with students:

i. When an SRO interviews a student in the course of investigating a crime, the SRO shall notify the school principal, or designee, of the fact that an interview with the student was conducted, no later than the end of the school day in which the interview was conducted.

ii. In the event that a student is arrested by an SRO or if the SRO finds it otherwise necessary to remove the student from school, the SRO shall immediately notify the principal of the school, or designee.

iii. Upon receiving notice of any of the above circumstances from an SRO, the principal, or his or her designee, shall make reasonable efforts to contact the student's parent or guardian. If contact is made, the principal may tell the parent or guardian of the student that a police officer questioned the student, removed the student from campus, or arrested the student, as the case may be, and may further state that additional information may be obtained by contacting the Meridian Police Department or if another enforcement agency is involved of which the principal is aware the principal may then give the parent or guardian that information.

iv. If a student's parent or guardian contacts the principal about interviews conducted by an SRO, the principal may disclose any information received by the principal from the SRO and may refer further questions to the Meridian Police Department or the correct law enforcement agency if another law enforcement agency is involved of which the principal is aware.

9. The City of Meridian shall use nineteen (19) suitably trained police officers in meeting its obligation herein, eleven (11) of whom will be physically present at one of the high school and middle school campuses referenced in Paragraph 3 and five (5) of whom will share time between their assigned elementary schools, in accordance with a schedule that is mutually agreeable to the District and the Meridian Police Department. The other three (3) officers will provide supervisory or communications services. If scheduling conflicts occur causing an SRO to be off campus during a scheduled on-campus period, efforts will be made to provide prior notice and arrange with the assigned school principal to provide adequate coverage. If the SRO will be absent from the assigned school for a full or partial day the SRO shall notify the school principal in advance or as soon as practical.

10. During each annual performance evaluation of an SRO, the evaluating supervisor shall consult with the principal of the assigned school(s) in preparing the evaluation.

11. Meridian police officers providing additional services and police protection under the terms of this Agreement will wear the authorized uniform of the Meridian Police Department.

12. The parties recognize that the District may from time to time adopt policies, procedures, rules, and regulations affecting the conduct of persons present on the campuses referenced in Paragraph 3. To the extent that violation of those policies, procedures, rules, and regulations constitutes a violation of law, including breach of the peace, or a threat to public health or safety, those policies, procedures, rules, and regulations will be enforced by the Meridian Police Chief and his officers. To the extent that violation of those policies, procedures, rules, and regulations does not constitute a violation of the law, the Meridian Police Department is not required to take law enforcement action

and will leave the enforcement thereof to the District. SROs shall inform the principal, or his designee, of violations of school policies, procedures, rules or regulations of which he/she has personal knowledge.

13. This Agreement is for a period commencing on or about August 23, 2022, and ending on or about June 9, 2023 in accordance with the District's Calendar. It is agreed under the terms of this Agreement that the SROs shall commence the duties set forth herein one (1) week prior to the first day of classes in August 2022, and will complete the obligations one (1) day after the last day of classes in June 2023. Should the parties wish to enter into an agreement for the City to provide SRO services to District during the 2023 summer school session, they shall negotiate and execute an addendum to this Agreement as set forth in Paragraph 25.

14. As consideration for the services provided by the City of Meridian pursuant to the terms of this Agreement, the District shall pay the total sum of \$778,575.00 to the City of Meridian in two installments. One-half (\$389,287.50) shall be paid on or before January 27, 2023, and the balance (\$389,287.50) on or before May 31, 2023.

15. Security for events outside normal school hours will be reviewed and approved by the City of Meridian per the following steps:

a. Special events. The District shall provide the Meridian Police Department with a list of special events and scheduled after-school activities for all schools within the city limits of Meridian at which the District is requesting law enforcement officers to be present. The Meridian Police Department shall provide a minimum of two police officers for each event. If an event should arise that is not on the original special event list provided by the District, the Community Service Division (CSD) SRO Sergeant shall attempt to provide two law enforcement officers to comply with the request.

b. Record of time and reimbursement. SROs who attend a special event at their designated school and/or officers who work at special events at the request of a district school principal shall enter the event name and hours worked for the event in the City's Timecard system.

c. Payment. The SRO Sergeant of the Meridian Police Department shall prepare and submit an invoice to the Meridian City Finance Department. The Meridian City Finance Department will invoice the individual school(s) hosting the special event(s) at which SROs or other officers worked at the end of each month. The school shall pay one-half (1/2) of the overtime pay due and owing an SRO who worked at the request of his/her designated school at the SRO's hourly overtime salary. The school or District shall pay Meridian Police Department standard overtime for all other required Meridian Police Department Officers.

16. The parties recognize that a school within the District may desire to have the Meridian Police Department provide additional security services for sanctioned school events. This agreement does not govern the provision of such additional security services. Additional security services for school events may be addressed in an addendum to this Agreement or in a separate agreement at a later date.

17. The District agrees to provide officers with adequate office space and suitable desks and chairs for the purpose of this Agreement.

18. It is acknowledged by the parties that City of Meridian personnel acting pursuant to this Agreement are not the employees or agents of the District or schools within the District, but rather, they remain the employees of the City of Meridian.

19. Law enforcement personnel acting pursuant to this Agreement may be absent from their assigned campuses on holidays observed by the District.

20. It is acknowledged by the parties that District personnel acting pursuant to this Agreement are not the employees or agents of the City of Meridian, but rather, they remain the employees of the District.

21. Cancellation or suspension of Agreement.

a. This Agreement may be cancelled by either party for non-conformance or poor performance, on thirty (30) days written notice. If the performance defect is corrected during the thirty (30) day period, this Agreement shall continue in full force and effect. If the City of Meridian terminates this Agreement due to the District's failure to timely correct the default in its performance, the District shall pay to the City of Meridian the consideration set out in Paragraph 14, prorated to reflect the number of full or partial weeks in which services were actually performed by the City of Meridian.

b. This Agreement may be cancelled or suspended by either party due to an Act of God, unforeseen occurrence, or any other event that renders performance impractical. For purposes of this Agreement, an Act of God shall include, but not be limited to: fire, hurricane, thunderstorm, snowstorm, flooding, disease, national or local emergency, act of terrorism or any other extreme emergency under which it is impractical for either party to perform. In the event of cancellation or suspension due to such circumstances, the District shall pay to the City of Meridian the consideration set out in Paragraph 14, prorated to reflect the number of full or partial weeks in which services were actually performed by the City of Meridian.

22. The Chief Operations Officer for the District has the authority to execute this Agreement on behalf of the District, and shall promptly bring this Agreement before the Board of Trustees for its ratification at a regularly scheduled meeting.

23. This Agreement shall be interpreted in accordance with the laws of Idaho.

24. This Agreement constitutes the entire agreement of the parties and all other agreements, oral or written, are included in and merged herein.

25. This Agreement may be modified only by a mutually executed written addendum signed by the District's Chief Operations Officer and the Mayor of the City of Meridian.

26. The principal of each school shall, in writing, provide the Meridian Police Chief with a designee to contact in the event the SRO cannot contact the principal when so required pursuant to this Agreement.

27. Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed via the United States mail, addressed as follows:

Tracy Basterrechea
Chief of Police
Meridian Police Department
1401 E. Watertower Ave.
Meridian, Idaho 83642

Jonathan Gillen
Chief Operations Officer
West Ada School District
1303 E. Central Drive
Meridian, Idaho 83642

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

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

DATED this 25th day of August, 2022.

CITY OF MERIDIAN:

BY: _____
Robert E. Simison
Mayor

BY: Tracy 2. Basterrechea
Tracy Basterrechea
Chief of Police

ATTEST:

Chris Johnson
City Clerk

WEST ADA SCHOOL DISTRICT:

By: Jonathan Gillen
Jonathan Gillen
Chief Operations Officer

By: Lori Frasure
Lori Frasure
Chair, Board of Trustees



AGENDA ITEM

ITEM TOPIC: Ratification of Mayor's Signature for Meridian Rural Fire Protection District
Resolution No. 22-002

**MERIDIAN RURAL FIRE PROTECTION DISTRICT
RESOLUTION NO. 22-002**

A Resolution of the Board of Commissioners of the Meridian Rural Fire Protection District, setting forth certain findings and purposes; authorizing the Chairman and Secretary to sign and enter into, on behalf of said district, that certain document entitled "MEMORANDUM OF UNDERSTANDING AND AGREEMENT."

WHEREAS, it is in the best interest of the Meridian Rural Fire Protection District to join with the City of Meridian, and enter into that certain "MEMORANDUM OF UNDERSTANDING AND AGREEMENT," a copy of which is attached hereto, the reasons for which are as set forth in said memorandum;

NOW, THEREFORE, be it resolved and the Board of Commissioners of the Meridian Rural Fire Protection District hereby resolves as follows:

The Chairman and Secretary are hereby authorized to join with the City of Meridian and to enter into that certain document entitled "MEMORANDUM OF UNDERSTANDING AND AGREEMENT," a copy of which is attached hereto, with the City of Meridian.

PASSED BY THE BOARD OF COMMISSIONERS OF THE MERIDIAN RURAL FIRE PROTECTION DISTRICT the 22nd day of August, 2022.

Meridian Rural Fire Protection District

By: _____

Chairman

Attested: _____

Secretary

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, a certain agreement entitled the "CITY OF MERIDIAN / MERIDIAN RURAL FIRE PROTECTION DISTRICT FIREFIGHTING AND LIFE PRESERVATION SERVICE CONTRACT AND JOINT EXERCISE OF POWER AGREEMENT", dated September 22, 1998, (the "Agreement") exists between the City of Meridian (the "City") and the Meridian Rural Fire Protection District (the "District"); and

WHEREAS, pursuant to the Agreement, the District pays a fee (the "Contract Service Fee") to the City for the protection of property, both real and personal, against fire and for life preservation services, which includes those services a fire protection district, in the state of Idaho, is authorized to and does provide (the "Fire and Life Protection Services"); and

WHEREAS, the Contract Service Fee is determined, pursuant to the Agreement, as a percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", all of which are delineated in section 8 of the Agreement; and

WHEREAS, pursuant to the Agreement, the method used to determine the Contract Service Fee is the method used to determine the funding of the Capital Outlay Expenditure budget as between the City and the District; and

WHEREAS, the Agreement permits the parties to amend or modify, by written amendment to the Agreement, the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget; and

WHEREAS, the City and the District previously entered into a certain Memorandum of Understanding and Agreement (the "2021/2022 Budget Year Memorandum"), dated August 17, 2021, a copy of which is on file in the records of the City and the records of the District respectively, pursuant to which the City and the District amended and modified the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, for the 2021/2022 fiscal year, as the term "fiscal year" is defined by the Agreement, by agreeing to a particular percentage allocation of such costs and expenses as between the City and the District; and

WHEREAS, the City and the District desire: (a) to confirm the expiration, end and termination of the 2021/2022 Budget Year Memorandum; and (b) pursuant to this Memorandum of Understanding and Agreement to amend and modify the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, by setting the percentage allocation for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget between the City and the District for the 2022/2023 fiscal year; and

WHEREAS, the City and the District desire to enter into this Memorandum of Understanding and Agreement and effectuate its purposes and agreements because the City and the District, jointly and severally, through their respective Council and Board, find and conclude the citizens of the City and the District, respectively, will benefit, directly and indirectly, from its purposes and agreements as set forth herein above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the City and the District hereby acknowledge and memorialize their agreement as follows.

1. The 2021/2022 Budget Year Memorandum is expired, terminated and ended, and of no further force or effect as of the end of the 2021/2022 fiscal year, as the term "fiscal year" is defined by the Agreement.

2. Notwithstanding the calculated percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", as provided in section 8 of the Agreement, for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget, the allocation between the City and the District for the 2022/2023 fiscal year shall be NINETY-TWO PERCENT (92%) attributable to the City and EIGHT PERCENT (8%) attributable to the District. The foregoing shall be and is effective for and as of the 2022/2023 fiscal year, and the parties shall return to the method provided in section 8 of the Agreement for determining the percentage allocation for the Contract Service Fee and the Capital Outlay Expenditure budget for subsequent fiscal years.


3. All other terms, provisions, covenants and agreements set forth in the Agreement shall remain and be the same.

4. The City and the District shall execute such further and additional documents and instruments necessary to give this Memorandum of Understanding and Agreement full force and effect.

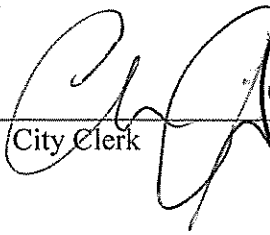
IN WITNESS WHEREOF, the parties have herein executed this Memorandum of Understanding and Agreement.

DATED AND SIGNED this 23rd day of August, 2022.

City of Meridian

By: _____
Mayor

Attest:

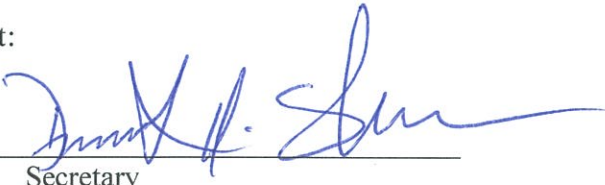
By: _____
City Clerk



Meridian Rural Fire Protection District

By: 
Chairman

Attest:

By: 
Secretary

By Resolution No. 22-002



AGENDA ITEM

ITEM TOPIC: Resolution 22-2341: A Resolution Reserving the Forgone Amount for Fiscal Year 2023 for Potential Use by the City of Meridian in Subsequent Years as Described in Idaho Code § 63-802, et seq.; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 22-2341

BY THE CITY COUNCIL:

**BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER**

A RESOLUTION RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2023 FOR POTENTIAL USE BY THE CITY OF MERIDIAN IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO CODE § 63-802, et seq.; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Idaho Code §50-235 empowers the city council of each city to levy taxes for general revenue purposes; and,

WHEREAS, Idaho Code §50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance; and,

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and,

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of 3%, plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and,

WHEREAS, Idaho Code §63-802(1)(f) requires that the City adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years; and,

WHEREAS, the City has met the notice and hearing requirements in Idaho Code §63-802(1)(f) to reserve the current year's increase in the forgone amount; and,

WHEREAS, the City intends to reserve \$0.00 of its current year's increase in allowable forgone amount.

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

That \$0.00 of the current year's allowable increase in its forgone amount is reserved and included in the City's total forgone balance for potential use in subsequent years.

ADOPTED by the City Council of the City of Meridian, Idaho, this 6th day of September, 2022.

APPROVED by the Mayor of the City of Meridian, Idaho, this 6th day of September, 2022.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Public Hearing for Adoption of Proposed Republic Services Solid Waste Fees

TO: Mayor Robert Simison
Members of the City Council

FROM: Joanna Hopson
Business Programs Manager

DATE: 09/06/2022

SUBJECT: Approval of Republic Services FY 23 Rate Resolution 22-2342 and 1 MOU

REQUESTED COUNCIL DATE: 09/06/2022

I. RECOMMENDED ACTION

Approval of;

- a) Resolution 22-2342 Adopting FY 23 Rate Schedule of Solid Waste Collection Services
- b) Recycle Processing Fee Contract Amendment FY23 MOU

RESIDENTIAL TRASH & RECYCLING**Description**

2022	2023
Current	Proposed
Fee	Fee

Residential	95 gallon service (includes 1 recycling cart)	\$21.66	\$22.60
Residential	65 gallon service (includes 1 recycling cart)	\$19.34	\$20.22
Residential	35 gallon service (includes 1 recycling cart)	\$17.03	\$17.84
Residential	Extra Carts (per cart per month)	\$2.58	\$2.71
Residential	Cart Pickup/ Upsize Exchange fee (per event)	\$15.38	\$16.13
Residential	Cart Delivery (free)	\$0.00	\$0.00
Residential	Carry Out Service	\$36.22	\$38.00

COMMERCIAL PERMANENT TRASH

Commercial Carts	Delivery Charge	\$11.55	\$12.12
Commercial Carts	1, 95 gallon cart (1 x per week)	\$33.39	\$34.92
Commercial Carts	1, 95 gallon cart (2 x per week)	\$63.12	\$66.00
Commercial Carts	1, 95 gallon cart (3 x per week)	\$92.84	\$97.06
Commercial Carts	2, 95 gallon cart (1 x per week)	\$66.80	\$69.86
Commercial Carts	2, 95 gallon cart (2 x per week)	\$126.27	\$132.03
Commercial Carts	2, 95 gallon cart (3 x per week)	\$185.67	\$194.13
Commercial Carts	3, 95 gallon cart (1 x per week)	\$100.20	\$104.79
Commercial Carts	3, 95 gallon cart (2 x per week)	\$189.39	\$198.04
Commercial Carts	3, 95 gallon cart (3 x per week)	\$278.49	\$291.18
Commercial Container	Container Delivery Svc (2,3,6,8 yd options)	\$26.35	\$27.64
Commercial Container	Lid Lock Installation (2,3,6,8 yd options)	\$49.63	\$52.06
Commercial Container	Monthly Lock Service (2,3,6,8 yd options)	\$14.31	\$15.01
Commercial Container	2 yd (Extra Dump)	\$27.13	\$28.36
Commercial Container	3 yd (Extra Dump)	\$36.93	\$38.58
Commercial Container	6 yd (Extra Dump)	\$53.68	\$56.00
Commercial Container	8 yd (Extra Dump)	\$69.06	\$72.03
Commercial Containers	2 yd (1x per week)	\$110.80	\$115.79
Commercial Containers	2 yd (2x per week)	\$158.23	\$165.09
Commercial Containers	2 yd (3x per week)	\$204.84	\$213.54
Commercial Containers	2 yd (4x per week)	\$274.79	\$286.47
Commercial Containers	2 yd (5 x per week)	\$344.60	\$359.26
Commercial Containers	2 yd (6 x per week)	\$414.46	\$432.10
Commercial Containers	3 yd (1x per week)	\$115.29	\$120.28
Commercial Containers	3 yd (2 x per week)	\$186.64	\$194.45
Commercial Containers	3 yd (3 x per week)	\$258.10	\$268.75
Commercial Containers	3 yd (4 x per week)	\$340.05	\$354.05
Commercial Containers	3 yd (5 x per week)	\$447.11	\$465.69
Commercial Containers	3 yd (6 x per week)	\$541.64	\$564.19
Commercial Containers	6 yd (1 x per week)	\$179.75	\$187.23
Commercial Containers	6 yd (2 x per week)	\$290.16	\$301.71
Commercial Containers	6 yd (3 x per week)	\$400.45	\$416.08
Commercial Containers	6 yd (4 x per week)	\$533.96	\$554.80
Commercial Containers	6 yd (5 x per week)	\$667.54	\$693.59
Commercial Containers	6 yd (6 x per week)	\$801.04	\$832.30
Commercial Containers	8 yd (1 x per week)	\$213.32	\$222.01
Commercial Containers	8 yd (2 x per week)	\$331.53	\$344.23
Commercial Containers	8 yd (3 x per week)	\$448.43	\$465.08
Commercial Containers	8 yd (4 x per week)	\$580.21	\$601.54
Commercial Containers	8 yd (5 x per week)	\$720.50	\$746.93

Commercial Containers	8 yd (6 x per week)	\$854.62	\$885.84
Commercial Containers	8 yd (7 x per week)	\$1,304.42	\$1,355.90
Commercial Compactors	2 yd (base price per pickup per week)	\$65.74	\$68.52
Commercial Compactors	3 yd (base price per pickup per week)	\$91.01	\$94.81
Commercial Compactors	4 yd (base price per pickup per week)	\$116.75	\$121.58
Commercial Compactors	5 yd (base price per pickup per week)	\$142.52	\$148.39
Commercial Compactors	6 yd (base price per pickup per week)	\$167.62	\$174.50
Commercial Compactors	8 yd (base price per pickup per week)	\$225.04	\$234.29
COMMERCIAL TEMPORARY TRASH			
Commercial Temporary Service	3 yd Haul Svc (Municipal Solid Waste)	\$46.12	\$47.72
Commercial Temporary Service	3 yd Haul Svc (Construction and Demolition)	\$123.90	\$129.30
Commercial Temporary Service	3 yd (Monthly Rent)	\$27.71	\$29.07
Commercial Temporary Service	3 yd (Daily Rent)	\$0.91	\$0.95
COMMERCIAL PERMANENT RECYCLING			
Commercial Commingled Recyclable Collection	Container Delivery Charge (3,5,6,8 yd options)	\$26.35	\$27.64
Commercial Commingled Recyclable Collection	3 yd (Extra Dump)	\$18.94	\$19.95
Commercial Commingled Recyclable Collection	3 yd (Every Other Week)	\$55.59	\$58.50
Commercial Commingled Recyclable Collection	3 yd (1 x week)	\$69.48	\$73.25
Commercial Commingled Recyclable Collection	3 yd (2 x week)	\$122.54	\$129.28
Commercial Commingled Recyclable Collection	3 yd (3 x week)	\$175.63	\$185.34
Commercial Commingled Recyclable Collection	3 yd (4 x week)	\$228.70	\$241.38
Commercial Commingled Recyclable Collection	3 yd (5 x week)	\$281.76	\$297.41
Commercial Commingled Recyclable Collection	5 yd (Extra Dump)	\$25.76	\$27.16
Commercial Commingled Recyclable Collection	5 yd (Every Other Week)	\$76.40	\$80.45
Commercial Commingled Recyclable Collection	5 yd (1 x week)	\$105.83	\$111.63
Commercial Commingled Recyclable Collection	5 yd (2 x week)	\$177.65	\$187.58
Commercial Commingled Recyclable Collection	5 yd (3 x week)	\$248.96	\$263.00
Commercial Commingled Recyclable Collection	5 yd (4 x week)	\$320.51	\$338.68
Commercial Commingled Recyclable Collection	5 yd (5 x week)	\$392.07	\$414.35
Commercial Commingled Recyclable Collection	6 yd (Extra Dump)	\$31.31	\$33.02
Commercial Commingled Recyclable Collection	6 yd (Every Other Week)	\$90.59	\$95.40
Commercial Commingled Recyclable Collection	6 yd (1 x week)	\$112.38	\$118.63
Commercial Commingled Recyclable Collection	6 yd (2 x week)	\$200.78	\$212.09
Commercial Commingled Recyclable Collection	6 yd (3 x week)	\$289.15	\$305.52
Commercial Commingled Recyclable Collection	6 yd (4 x week)	\$377.54	\$398.98
Commercial Commingled Recyclable Collection	6 yd (5 x week)	\$465.94	\$492.46
Commercial Commingled Recyclable Collection	8 yd (Extra Dump)	\$42.79	\$45.11
Commercial Commingled Recyclable Collection	8 yd (Every Other Week)	\$107.50	\$113.27
Commercial Commingled Recyclable Collection	8 yd (1 x week)	\$134.27	\$141.84
Commercial Commingled Recyclable Collection	8 yd (2 x week)	\$244.19	\$258.13
Commercial Commingled Recyclable Collection	8 yd (3 x week)	\$354.11	\$374.42
Commercial Commingled Recyclable Collection	8 yd (4 x week)	\$464.08	\$490.75
Commercial Commingled Recyclable Collection	8 yd (5 x week)	\$576.01	\$609.15
Commercial Commingled Recyclable Collection	95 gallon carts (1 cart/week)	\$14.56	\$15.33
Commercial Commingled Recyclable Collection	95 gallon carts (2 cart/week)	\$23.08	\$24.34
Commercial Commingled Recyclable Collection	95 gallon carts (3 cart/week)	\$31.61	\$33.34
Commercial Commingled Recyclable Collection	95 gallon carts (4 cart/week)	\$40.15	\$42.36
Commercial Commingled Recyclable Collection	95 gallon carts (5 cart/week)	\$48.65	\$51.34
INDUSTRIAL TRASH			
Industrial Trash	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Trash	6 - 10 yd containers (Haul Svc)	\$118.87	\$124.69
Industrial Trash	6 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74

Industrial Trash	6 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	6 yd (Monthly Rent)	\$58.87	\$61.76
Industrial Trash	6 yd (Daily Rent)	\$1.94	\$2.04
Industrial Trash	8 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	8 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	8 yd (Monthly Rent)	\$76.31	\$80.05
Industrial Trash	8 yd (Daily Rent)	\$2.51	\$2.64
Industrial Trash	10 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	10 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	10 yd (Monthly Rent)	\$85.04	\$89.21
Industrial Trash	10 yd (Daily Rent)	\$2.80	\$2.93
Industrial Trash	Container Delivery Svc 20 - 40 yd	\$26.63	\$27.94
Industrial Trash/Diversion/Recycling	20 - 40 yd screen lid	\$42.81	\$44.91
Industrial Trash	20 - 40 yd containers (Haul Svc)	\$386.00	\$404.90
Industrial Trash	20 - 40 yd containers (Haul Svc for Asbestos - Ada County)	\$335.01	\$351.42
Industrial Trash	20 - 40 yd containers (Certification fee Asbestos - Ada County)	\$23.32	\$23.32
Industrial Trash	20 - 40 yd containers (Haul Svc for Asbestos - Idaho Waste Systems)	\$335.01	\$351.42
Industrial Trash	20 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (Asbestos - Idaho Waste Systems)	\$800.00	\$800.00
Industrial Trash	20 yd (Monthly Rent)	\$97.77	\$102.57
Industrial Trash	20yd (Daily Rent)	\$3.22	\$3.38
Industrial Trash	30 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (Asbestos - Idaho Waste Systems)	\$1,200.00	\$1,200.00
Industrial Trash	30 yd (Monthly Rent)	\$119.50	\$125.36
Industrial Trash	30 yd (Daily Rent)	\$3.92	\$4.11
Industrial Trash	40 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	40 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	40 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	40 yd disposal Fee (Asbestos - Idaho Waste Systems)	\$1,600.00	\$1,600.00
Industrial Trash	40 yd (Monthly Rent)	\$136.57	\$143.26
Industrial Trash	40 yd (Daily Rent)	\$4.48	\$4.71
Industrial Trash	20yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	25yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	30yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	40yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Diversion			
Industrial Diversion	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Diversion	6 - 8 yd containers (Haul Svc)	\$65.83	\$69.05
Industrial Diversion	6 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	6 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	6 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74

Industrial Diversion	10 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	Container Delivery Svc 20 - 40 yd	\$26.63	\$27.94
Industrial Diversion	20 - 40 yd Wood, Sheetrock, Clean Rock	\$148.97	\$156.26
Industrial Diversion	20 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	20 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	20 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
INDUSTRIAL RECYCLING			
Industrial Recycling	Processing per loose yard (as applicable)	\$1.08	\$1.16
Industrial Recycling	Processing per compact yard (as applicable)	\$2.16	\$2.32
Industrial Recycling	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Recycling	6 - 10 yd containers (Haul Svc)	\$65.82	\$69.05
Industrial Recycling	6 yd (Monthly Rent)	\$58.87	\$61.76
Industrial Recycling	6 yd (Daily Rent)	\$1.94	\$2.04
Industrial Recycling	8 yd (Monthly Rent)	\$76.31	\$80.05
Industrial Recycling	8yd (Daily Rent)	\$2.51	\$2.64
Industrial Recycling	10 yd (Monthly Rent)	\$85.04	\$89.21
Industrial Recycling	10 yd (Daily Rent)	\$2.81	\$2.95
Industrial Recycling	Contain Deliver Svc 20 -40 yd	\$26.63	\$27.94
Industrial Recycling	20- 40 yd containers (Haul Svc)	\$148.97	\$156.26
Industrial Recycling	20 yd (Monthly Rent)	\$97.77	\$102.57
Industrial Recycling	20 yd (Daily Rent)	\$3.22	\$3.38
Industrial Recycling	30 yd (Monthly Rent)	\$119.50	\$125.36
Industrial Recycling	30 yd (Daily Rent)	\$3.92	\$4.11
Industrial Recycling	40 yd (Monthly Rent)	\$136.57	\$143.26
Industrial Recycling	40 yd (Daily Rent)	\$4.48	\$4.71
Industrial Recycling	15 - 40 yd Compactors (Haul Svc)	\$148.97	\$156.26
MISCELLANEOUS CHARGES			
Miscellaneous Collection	Tires 9 (ea.) up to 16 inch	\$6.41	\$6.73
Miscellaneous Collection	Freon-containing units/appliances	\$61.06	\$64.05
Miscellaneous Collection	Non-Freon units/appliances	\$17.31	\$18.16
Miscellaneous Collection	Special Collection (for each increment of 10 minutes)	\$24.47	\$25.67
Miscellaneous Collection	Bulky Item Pickup (per item)	\$17.31	\$18.16
Miscellaneous Collection	Extra Pickup/Go Back (per occurrence)	\$12.35	\$12.95
Miscellaneous Collection	Relocation (all sizes) - Commercial/Industrial	\$26.63	\$27.94
Industrial Services	Turnaround compactor fee -Commercial/Industrial	\$18.68	\$19.60
Miscellaneous Collection	Weekend Charge - Industrial	\$75.62	\$79.32
Miscellaneous Collection	Pressure Wash - Industrial	\$222.93	\$233.85
Industrial Services	Dry Run - Large industrial containers and compactors	\$113.49	\$119.05
Industrial Services	Dry Run (6 - 10 yd)	\$65.83	\$69.05
Miscellaneous Collection	Commercial Combo Lock Replacement	\$31.77	\$33.32
Commercial Container	Extra Yard (Overload Each yd)	\$16.93	\$17.76

RECYCLING PROCESSING FEE CONTRACT AMENDMENT FY23

THIS Amendment to Resolution 285, Paragraph 21 of the Franchise Agreement to Perform Solid Waste Collection and Disposal Services (“AMENDMENT”), is made and entered into this 13th day of September, 2022, by and between CITY OF MERIDIAN, a municipal corporation of the State of Idaho, hereafter called “CITY”, and REPUBLIC SERVICES of Idaho, an Idaho Corporation, hereinafter called “REPUBLIC SERVICES”, whose current address is: 11101 W. Executive Dr. Boise, ID 83713.

1. RECITALS:

- 1.1 **WHEREAS**, REPUBLIC SERVICES performs all services pertaining to solid waste collection and disposal of the CITY’S solid waste pursuant to the Franchise Agreement; and
- 1.2 **WHEREAS**, REPUBLIC SERVICES is separately contracted to deliver the CITY’s collected curbside recyclables to a third-party vendor, Western Recycling; and
- 1.3 **WHEREAS**, REPUBLIC SERVICES has heretofore paid for the monthly net cost of recycling processing charges related to Meridian’s recycling program pursuant to contractual agreement with both the CITY and with Western Recycling; and
- 1.4 **WHEREAS**, the CITY has been advised that as of July 13th 2022, REPUBLIC SERVICES has sustained the net recycling processing cost of -\$195,717.18 for the period of June 2021 through May 2022 for Meridian’s recycling program; and
- 1.5 **WHEREAS**, the parties agree that due to sustained depressed market conditions resulting from China’s severe contamination restrictions on recyclables and banned recyclable materials, commodity prices are not predicted to offset rising recycling processing costs for the foreseeable future; and
- 1.6 **WHEREAS**, REPUBLIC SERVICES has advised the CITY that effective September 30, 2019 and on-going since that date, it will no longer be economically viable to deliver the City’s recyclable materials to the third-party processor, Western Recycling, for purposes of recycling due to the increased monthly net cost of recycling processing charges, which result in a net loss to REPUBLIC SERVICES; and
- 1.7 **WHEREAS**, the CITY desires to continue the Meridian Recycling Program because of its beneficial diversion of materials from the landfill; and
- 1.8 **WHEREAS**, the CITY does not believe the cost of recycling has reached a prohibitive level where the costs outweigh the benefits, but that it is cognizant that may not always be the case.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:**
 - a. Fiscal Year (“FY”) – This term is defined for purposes of this AMENDMENT as the period beginning October 1, 2022 and ending September 30, 2023.
 - b. Commingled Recyclable Material – This term is defined for purposes of this AMENDMENT to include: tin, aluminum, plastics #1 and #2, newspaper, cardboard, mixed paper, and Hefty Energy Bags recoverable materials.
 - c. Net Cost of Recycling Processing Charges- This term is defined for purposes of this AMENDMENT as the third-party vendor charge to process (sort, bale, and ship, sell at market) Meridian’s commingled recyclables minus the rebate provided by Western Recycling from its materials commodity sales.
4. **AMENDMENT to PARAGRAPH 21 of the FRANCHISE AGREEMENT:**
 - 21.5 **RECYCLING PROCESSING FEE:** Subject to the provisions set forth in Paragraph 6 of this AMENDMENT, for the period beginning October 1, 2022 and ending September 30, 2023 (“FY23”):
 - 21.5.1 REPUBLIC SERVICES will receive the following increase:
 - Residential Accounts: \$1.11 per residential household per month
 - Commercial Accounts: 4.90% to 5.75%
 - 21.5.2 CPI-INDEX - The recycling processing fee is not subject to the annual CPI rate calculation.
 - 21.5.3 FRANCHISE FEE - The City will receive the 6% franchise fee on all commercial and residential rate components, including the recycling processing fee as reflected in Republic Services’ 2022-2023 rate model request.
 - 21.5.4 REPUBLIC SERVICES agrees to pay for the effective period of this AMENDMENT the net cost of recycling processing charges in excess of the amount received as set forth in 21.5.1 above.
 - 21.5.5 REPUBLIC SERVICES agrees to provide the CITY a year end reconciliation report of its third party vendor recycling processing charges, including an audit of the estimated increase for the period October 1, 2022 through September 30, 2023. This reconciliation shall be provided to City Council within 120 days of September 30, 2023.

21.5.6 REPUBLIC SERVICES will reimburse the CITY of any over charge by Western Recycling for the effective period of this AMENDMENT within 120 days of September 30, 2023.

21.5.7 REPUBLIC SERVICES commits to deliver Meridian's residential and commercial recycling materials to Western Recycling and/or any recycling center approved joint by Republic Services and the City of Meridian.

21.5.8 REPUBLIC SERVICES shall immediately notify City Council to seek direction if REPUBLIC SERVICES becomes aware that the third party vendor is not processing (sorting, baling, shipping, selling at market) all of the individual materials which comprise Meridian's commingled recyclable material.

5. Nothing contained in this AMENDMENT shall change the agreement between the parties that when there exists recycling net profit that it be split 80/20 with 80% returned to the CITY by REPUBLIC SERVICES for the benefit of the Meridian Community Recycling Fund.
6. **PUBLIC NOTICE AND HEARING PROVISIONS:** The parties agree that the recycling processing fee which is the subject of this AMENDMENT is subject to compliance with the notice and hearing provisions of Idaho Code 63-1311A.
7. **EFFECTIVE DATE:** The effective date for the recycling processing fee is predicated upon Council's approval of the fee following public hearing and execution by the parties of this AMENDMENT with the effective date established by Council to begin October 1, 2022 or as soon thereafter as practicable.

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

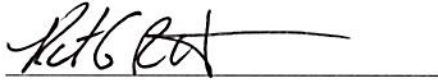
Dated this ____ day of _____, 2022.

Mayor Robert E. Simison

ATTEST: _____

Chris Johnson, City Clerk

Dated this 6th day of SEPTEMBER, 2022.

A handwritten signature in black ink, appearing to read "Bob Bennett", written over a horizontal line.

Bob Bennett

REPUBLIC SERVICES, GENERAL MANAGER



AGENDA ITEM

ITEM TOPIC: Resolution 22-2342: A Resolution Adopting the Fiscal Year 2023 Rate Schedule of Solid Waste Collection Services; Authorizing the Finance Department to Collect Such Fees; and Providing an Effective Date

BY THE CITY COUNCIL:

BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER

A RESOLUTION ADOPTING THE FISCAL YEAR 2023 RATE SCHEDULE OF SOLID WASTE COLLECTION SERVICES; AUTHORIZING FINANCE DEPARTMENT TO COLLECT SUCH FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 21 of the City's solid waste franchise agreement with Republic Services, Inc., providing for annual review of rates and charges for services provided, Republic identified necessary updates to the solid waste collection fee schedule and presented proposed changes to the Solid Waste Advisory Commission and to the Meridian City Council; and

WHEREAS, the Solid Waste Advisory Commission recommends that the City Council adopt the FY23 Rate Schedule of Solid Waste Collection Services, as set forth in *Exhibit A* hereto; and

WHEREAS, pursuant to Idaho Code section 63-1311A, following publication of notice and public hearing, the City Council of Meridian did, by formal motion, approve the FY22 Rate Schedule of Solid Waste Collection Services, as set forth in *Exhibit A* hereto;

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

Section 1. That the FY23 Rate Schedule of Solid Waste Collection Services, as set forth in *Exhibit A*, is hereby adopted.

Section 2. That, as of its effective date, the FY23 Rate Schedule of Solid Waste Collection Services, as set forth in *Exhibit A*, will supersede all previous solid waste collection fees and fee schedules previously adopted.

Section 3. That the Finance Department of the City of Meridian is hereby authorized to implement and carry out the collection of fees as set forth in *Exhibit A*.

Section 4. That this Resolution shall be in full force and effect on October 1, 2022.

ADOPTED by the City Council of the City of Meridian, Idaho, this 6th day of September, 2022.

APPROVED by the Mayor of the City of Meridian, Idaho, this 6th day of September, 2022.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A
FY23 RATE SCHEDULE OF SOLID WASTE COLLECTION SERVICES

Category	Description	2022 Current Fee	2023 Proposed Fee
RESIDENTIAL TRASH & RECYCLING			
Residential	95 gallon service (includes 1 recycling cart)	\$21.66	\$22.60
Residential	65 gallon service (includes 1 recycling cart)	\$19.34	\$20.22
Residential	35 gallon service (includes 1 recycling cart)	\$17.03	\$17.84
Residential	Extra Carts (per cart per month)	\$2.58	\$2.71
Residential	Cart Pickup/ Upsize Exchange fee (per event)	\$15.38	\$16.13
Residential	Cart Delivery (free)	\$0.00	\$0.00
Residential	Carry Out Service	\$36.22	\$38.00
COMMERCIAL PERMANENT TRASH			
Commercial Carts	Delivery Charge	\$11.55	\$12.12
Commercial Carts	1, 95 gallon cart (1 x per week)	\$33.39	\$34.92
Commercial Carts	1, 95 gallon cart (2 x per week)	\$63.12	\$66.00
Commercial Carts	1, 95 gallon cart (3 x per week)	\$92.84	\$97.06
Commercial Carts	2, 95 gallon cart (1 x per week)	\$66.80	\$69.86
Commercial Carts	2, 95 gallon cart (2 x per week)	\$126.27	\$132.03
Commercial Carts	2, 95 gallon cart (3 x per week)	\$185.67	\$194.13
Commercial Carts	3, 95 gallon cart (1 x per week)	\$100.20	\$104.79
Commercial Carts	3, 95 gallon cart (2 x per week)	\$189.39	\$198.04
Commercial Carts	3, 95 gallon cart (3 x per week)	\$278.49	\$291.18
Commercial Container	Container Delivery Svc (2,3,6,8 yd options)	\$26.35	\$27.64
Commercial Container	Lid Lock Installation (2,3,6,8 yd options)	\$49.63	\$52.06
Commercial Container	Monthly Lock Service (2,3,6,8 yd options)	\$14.31	\$15.01
Commercial Container	2 yd (Extra Dump)	\$27.13	\$28.36
Commercial Container	3 yd (Extra Dump)	\$36.93	\$38.58
Commercial Container	6 yd (Extra Dump)	\$53.68	\$56.00
Commercial Container	8 yd (Extra Dump)	\$69.06	\$72.03
Commercial Containers	2 yd (1x per week)	\$110.80	\$115.79
Commercial Containers	2 yd (2x per week)	\$158.23	\$165.09
Commercial Containers	2 yd (3x per week)	\$204.84	\$213.54

Commercial Containers	2 yd (4x per week)	\$274.79	\$286.47
Commercial Containers	2 yd (5 x per week)	\$344.60	\$359.26
Commercial Containers	2 yd (6 x per week)	\$414.46	\$432.10
Commercial Containers	3 yd (1x per week)	\$115.29	\$120.28
Commercial Containers	3 yd (2 x per week)	\$186.64	\$194.45
Commercial Containers	3 yd (3 x per week)	\$258.10	\$268.75
Commercial Containers	3 yd (4 x per week)	\$340.05	\$354.05
Commercial Containers	3 yd (5 x per week)	\$447.11	\$465.69
Commercial Containers	3 yd (6 x per week)	\$541.64	\$564.19
Commercial Containers	6 yd (1 x per week)	\$179.75	\$187.23
Commercial Containers	6 yd (2 x per week)	\$290.16	\$301.71
Commercial Containers	6 yd (3 x per week)	\$400.45	\$416.08
Commercial Containers	6 yd (4 x per week)	\$533.96	\$554.80
Commercial Containers	6 yd (5 x per week)	\$667.54	\$693.59
Commercial Containers	6 yd (6 x per week)	\$801.04	\$832.30
Commercial Containers	8 yd (1 x per week)	\$213.32	\$222.01
Commercial Containers	8 yd (2 x per week)	\$331.53	\$344.23
Commercial Containers	8 yd (3 x per week)	\$448.43	\$465.08
Commercial Containers	8 yd (4 x per week)	\$580.21	\$601.54
Commercial Containers	8 yd (5 x per week)	\$720.50	\$746.93
Commercial Containers	8 yd (6 x per week)	\$854.62	\$885.84
Commercial Containers	8 yd (7 x per week)	\$1,304.42	\$1,355.90
Commercial Compactors	2 yd (base price per pickup per week)	\$65.74	\$68.52
Commercial Compactors	3 yd (base price per pickup per week)	\$91.01	\$94.81
Commercial Compactors	4 yd (base price per pickup per week)	\$116.75	\$121.58
Commercial Compactors	5 yd (base price per pickup per week)	\$142.52	\$148.39
Commercial Compactors	6 yd (base price per pickup per week)	\$167.62	\$174.50
Commercial Compactors	8 yd (base price per pickup per week)	\$225.04	\$234.29
COMMERCIAL TEMPORARY TRASH			
Commercial Temporary Service	3 yd Haul Svc (Municipal Solid Waste)	\$46.12	\$47.72
Commercial Temporary Service	3 yd Haul Svc (Construction and Demolition)	\$123.90	\$129.30
Commercial Temporary Service	3 yd (Monthly Rent)	\$27.71	\$29.07
Commercial Temporary Service	3 yd (Daily Rent)	\$0.91	\$0.95
COMMERCIAL PERMANENT RECYCLING			
Commercial Commingled Recyclable Collection	Container Delivery Charge (3,5,6,8 yd options)	\$26.35	\$27.64

Commercial Commingled Recyclable Collection	3 yd (Extra Dump)	\$18.94	\$19.95
Commercial Commingled Recyclable Collection	3 yd (Every Other Week)	\$55.59	\$58.50
Commercial Commingled Recyclable Collection	3 yd (1 x week)	\$69.48	\$73.25
Commercial Commingled Recyclable Collection	3 yd (2 x week)	\$122.54	\$129.28
Commercial Commingled Recyclable Collection	3 yd (3 x week)	\$175.63	\$185.34
Commercial Commingled Recyclable Collection	3 yd (4 x week)	\$228.70	\$241.38
Commercial Commingled Recyclable Collection	3 yd (5 x week)	\$281.76	\$297.41
Commercial Commingled Recyclable Collection	5 yd (Extra Dump)	\$25.76	\$27.16
Commercial Commingled Recyclable Collection	5 yd (Every Other Week)	\$76.40	\$80.45
Commercial Commingled Recyclable Collection	5 yd (1 x week)	\$105.83	\$111.63
Commercial Commingled Recyclable Collection	5 yd (2 x week)	\$177.65	\$187.58
Commercial Commingled Recyclable Collection	5 yd (3 x week)	\$248.96	\$263.00
Commercial Commingled Recyclable Collection	5 yd (4 x week)	\$320.51	\$338.68
Commercial Commingled Recyclable Collection	5 yd (5 x week)	\$392.07	\$414.35
Commercial Commingled Recyclable Collection	6 yd (Extra Dump)	\$31.31	\$33.02
Commercial Commingled Recyclable Collection	6 yd (Every Other Week)	\$90.59	\$95.40
Commercial Commingled Recyclable Collection	6 yd (1 x week)	\$112.38	\$118.63
Commercial Commingled Recyclable Collection	6 yd (2 x week)	\$200.78	\$212.09
Commercial Commingled Recyclable Collection	6 yd (3 x week)	\$289.15	\$305.52
Commercial Commingled Recyclable Collection	6 yd (4 x week)	\$377.54	\$398.98
Commercial Commingled Recyclable Collection	6 yd (5 x week)	\$465.94	\$492.46
Commercial Commingled Recyclable Collection	8 yd (Extra Dump)	\$42.79	\$45.11
Commercial Commingled Recyclable Collection	8 yd (Every Other Week)	\$107.50	\$113.27
Commercial Commingled Recyclable Collection	8 yd (1 x week)	\$134.27	\$141.84
Commercial Commingled Recyclable Collection	8 yd (2 x week)	\$244.19	\$258.13
Commercial Commingled Recyclable Collection	8 yd (3 x week)	\$354.11	\$374.42

Commercial Commingled Recyclable Collection	8 yd (4 x week)	\$464.08	\$490.75
Commercial Commingled Recyclable Collection	8 yd (5 x week)	\$576.01	\$609.15
Commercial Commingled Recyclable Collection	95 gallon carts (1 cart/week)	\$14.56	\$15.33
Commercial Commingled Recyclable Collection	95 gallon carts (2 cart/week)	\$23.08	\$24.34
Commercial Commingled Recyclable Collection	95 gallon carts (3 cart/week)	\$31.61	\$33.34
Commercial Commingled Recyclable Collection	95 gallon carts (4 cart/week)	\$40.15	\$42.36
Commercial Commingled Recyclable Collection	95 gallon carts (5 cart/week)	\$48.65	\$51.34

INDUSTRIAL TRASH

Industrial Trash	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Trash	6 - 10 yd containers (Haul Svc)	\$118.87	\$124.69

Industrial Trash	6 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	6 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	6 yd (Monthly Rent)	\$58.87	\$61.76
Industrial Trash	6 yd (Daily Rent)	\$1.94	\$2.04

Industrial Trash	8 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	8 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	8 yd (Monthly Rent)	\$76.31	\$80.05
Industrial Trash	8 yd (Daily Rent)	\$2.51	\$2.64

Industrial Trash	10 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	10 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	10 yd (Monthly Rent)	\$85.04	\$89.21
Industrial Trash	10 yd (Daily Rent)	\$2.80	\$2.93

Industrial Trash	Container Delivery Svc 20 - 40 yd	\$26.63	\$27.94
Industrial Trash/Diversion/Recycling	20 - 40 yd screen lid	\$42.81	\$44.91

Industrial Trash	20 - 40 yd containers (Haul Svc)	\$386.00	\$404.90
Industrial Trash	20 - 40 yd containers (Haul Svc for Asbestos - Ada County)	\$335.01	\$351.42
Industrial Trash	20 - 40 yd containers (Certification fee Asbestos - Ada County)	\$23.32	\$23.32
Industrial Trash	20 - 40 yd containers (Haul Svc for Asbestos - Idaho Waste Systems)	\$335.01	\$351.42
Industrial Trash	20 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74

Industrial Trash	20 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (Asbestos - Idaho Waste Systems)	\$800.00	\$800.00
Industrial Trash	20 yd (Monthly Rent)	\$97.77	\$102.57
Industrial Trash	20yd (Daily Rent)	\$3.22	\$3.38
Industrial Trash	30 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (Asbestos - Idaho Waste Systems)	\$1,200.00	\$1,200.00
Industrial Trash	30 yd (Monthly Rent)	\$119.50	\$125.36
Industrial Trash	30 yd (Daily Rent)	\$3.92	\$4.11
Industrial Trash	40 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	40 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	40 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	40 yd disposal Fee (Asbestos - Idaho Waste Systems)	\$1,600.00	\$1,600.00
Industrial Trash	40 yd (Monthly Rent)	\$136.57	\$143.26
Industrial Trash	40 yd (Daily Rent)	\$4.48	\$4.71
Industrial Trash	20yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	25yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	30yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	40yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Diversion			
Industrial Diversion	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Diversion	6 - 8 yd containers (Haul Svc)	\$65.83	\$69.05
Industrial Diversion	6 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	6 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	6 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	Container Delivery Svc 20 - 40 yd	\$26.63	\$27.94
Industrial Diversion	20 - 40 yd Wood, Sheetrock, Clean Rock	\$148.97	\$156.26
Industrial Diversion	20 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	20 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	20 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74

Industrial Diversion	40 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74

INDUSTRIAL RECYCLING

Industrial Recycling	Processing per loose yard (as applicable)	\$1.08	\$1.16
Industrial Recycling	Processing per compact yard (as applicable)	\$2.16	\$2.32
Industrial Recycling	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Recycling	6 - 10 yd containers (Haul Svc)	\$65.82	\$69.05
Industrial Recycling	6 yd (Monthly Rent)	\$58.87	\$61.76
Industrial Recycling	6 yd (Daily Rent)	\$1.94	\$2.04
Industrial Recycling	8 yd (Monthly Rent)	\$76.31	\$80.05
Industrial Recycling	8yd (Daily Rent)	\$2.51	\$2.64
Industrial Recycling	10 yd (Monthly Rent)	\$85.04	\$89.21
Industrial Recycling	10 yd (Daily Rent)	\$2.81	\$2.95
Industrial Recycling	Contain Deliver Svc 20 -40 yd	\$26.63	\$27.94
Industrial Recycling	20- 40 yd containers (Haul Svc)	\$148.97	\$156.26
Industrial Recycling	20 yd (Monthly Rent)	\$97.77	\$102.57
Industrial Recycling	20 yd (Daily Rent)	\$3.22	\$3.38
Industrial Recycling	30 yd (Monthly Rent)	\$119.50	\$125.36
Industrial Recycling	30 yd (Daily Rent)	\$3.92	\$4.11
Industrial Recycling	40 yd (Monthly Rent)	\$136.57	\$143.26
Industrial Recycling	40 yd (Daily Rent)	\$4.48	\$4.71
Industrial Recycling	15 - 40 yd Compactors (Haul Svc)	\$148.97	\$156.26

MISCELLANEOUS CHARGES

Miscellaneous Collection	Tires 9 (ea.) up to 16 inch	\$6.41	\$6.73
Miscellaneous Collection	Freon-containing units/appliances	\$61.06	\$64.05
Miscellaneous Collection	Non-Freon units/appliances	\$17.31	\$18.16
Miscellaneous Collection	Special Collection (for each increment of 10 minutes)	\$24.47	\$25.67
Miscellaneous Collection	Bulky Item Pickup (per item)	\$17.31	\$18.16
Miscellaneous Collection	Extra Pickup/Go Back (per occurrence)	\$12.35	\$12.95
Miscellaneous Collection	Relocation (all sizes) - Commercial/Industrial	\$26.63	\$27.94
Industrial Services	Turnaround compactor fee - Commercial/Industrial	\$18.68	\$19.60
Miscellaneous Collection	Weekend Charge - Industrial	\$75.62	\$79.32
Miscellaneous Collection	Pressure Wash - Industrial	\$222.93	\$233.85
Industrial Services	Dry Run - Large industrial containers and compactors	\$113.49	\$119.05
Industrial Services	Dry Run (6 - 10 yd)	\$65.83	\$69.05
Miscellaneous Collection	Commercial Combo Lock Replacement	\$31.77	\$33.32
Commercial Container	Extra Yard (Overload Each yd)	\$16.93	\$17.76



AGENDA ITEM

ITEM **TOPIC:** Parks and Recreation Department: 2022 Sparklight Movie Night Update



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

September 6

MEMORANDUM

TO: Mayor Robert Simison and City Council

FROM: Renee White, Parks & Recreation Special Events Coordinator

RE: Sparklight Movie Night Recap

Background:

The 2022 season of the Sparklight Movie Night started on Friday, June 10. More than 200 local youth attended the event. The youth were unruly, refused to sit down during the movie, were loud and disruptive. Several fights broke out. Youth who were asked to leave disregarded parks staff and hired security.

Update:

A committee comprised of Meridian Parks, Police and mayor's staff met to review possible options. The following policies were the joint decisions of that committee:

- Guests under 18 years of age are only admitted with the supervision of a parent or guardian in attendance during the event.
- Event fencing encircles the movie night sitting area.
- Event security arrives at 7 pm (the designated start time of the event.)
- Every guest receives an admission wristband. Youth have the phone number of the parent/guardian written on it.
- Meridian Police Department will continue to partner with the hired event security and engage youth to enforce the event attendance policies.

In order to communicate the public the new admission policies, schedule staff and order necessary supplies, the 2nd movie night of the season (June 10, 2022) was cancelled. We will recap how these new policies worked, the community response and the budget impact.

Sparklight Movie Night 2022

Category	Notes	Price	Qty.	Total	2022 Actual
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Revenue		Price/Unit	Quantity	Total	
Season Sponsor		\$ 3,000.00	1.0	\$ 3,000.00	\$ 3,000.00
Season Sponsor		\$ 3,000.00	1.0	\$ 3,000.00	\$ 3,000.00
Single Night Sponsorships (Returning)	Single Night	\$ 600.00	10.0	\$ 6,000.00	\$ 6,000.00
Slide Sponsorship	Slide Sponsors	\$ 100.00	11.0	\$ 1,100.00	\$ 900.00
Onsite Concession Stand	Set Commission	\$ 150.00	11.0	\$ 1,650.00	\$ 1,500.00
Mobile Concession Stand - Kettle Corn	\$35.00	\$ 35.00	11.0	\$ 385.00	\$ 315.00
				\$ -	
TOTAL REVENUE				\$ 15,135.00	\$ 14,715.00

Expenses		Price/Unit	Quantity	Total	
Audio/Visual Equipment		\$ 400.00	11.0	\$ 4,400.00	\$ 4,250.00
Event Security	*	\$ 400.00	11.0	\$ 4,400.00	\$ 7,915.00
Movie Licensing	*	\$ 465.00	11.0	\$ 5,115.00	\$ 5,115.00
Movie Shipping		\$ 20.00	4.0	\$ 80.00	\$ 90.00
Misc. supply's signs, flags		\$ 365.00	1.0	\$ 365.00	\$ 946.00
Police Support					
TOTAL EXPENSES				\$ 14,360.00	\$ 18,316.00

\$ 775.00

Licensing fee reduction was negotiated to accommodate smaller Covid crowds. This is expected to adjust back in 2023

Event security is increasingly difficult to secure and prices are rising.

The number of events also change based on the school calendar (11-14 dates)