



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, November 14, 2023 at 4:30 PM

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

Agenda

VIRTUAL MEETING INSTRUCTIONS

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

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

Webinar ID: 810 9527 6712

ROLL CALL ATTENDANCE

___ Joe Borton

___ Liz Strader

___ Brad Hoaglund

___ John Overton

___ Jessica Perreault

___ Luke Cavener

___ Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Dutch Bros. at Eagle and Ustick Water Main Easement No. 1 \(ESMT-2023-0142\)](#)
2. [Dutch Bros. at Eagle and Ustick Water Main Easement No. 2 \(ESMT-2023-0143\)](#)
3. [Final Plat for The Oaks North Subdivision No. 13 \(FP-2023-0015\) by Kyle Prewett, Toll Brothers, located near the intersection of W. Gondola Dr. and N. Black Cat Rd.](#)
4. [Final Plat for TM Center No. 2 \(FP-2023-0018\) by Brighton Development, Inc., located at the northwest corner of S. Vanguard Way and S. Wayfinder Ave.](#)
5. [Final Order for Poiema Subdivision \(MFP-2023-0002\) by Clint Hansen, Land Solutions, located at 3727 E. Lake Hazel Rd.](#)
6. [Purchase and Sale Agreement Between City of Meridian and River Caddis Development, LLC Concerning Plans for the Hunter Lateral Relocation Project](#)
7. [Termination of Memorandum of Agreement Civic Block Development Proposal Between City of Meridian, Meridian Development Corporation, and Meridian Caddis, LLC](#)

8. [Approval of Blanket Purchase Order #24-0081 to Ferguson Enterprises for FY24 Sensus Water Meters and Related Equipment for the Not-To-Exceed Budget Amount of \\$1,084,949.00](#)
9. [Approval of Sole Source for Backflow Assembly Device Testing by Pacific Backflow, LLC.](#)
10. [Approval of Sole Source for Generator Maintenance and Repair, and Generator Load Testing Services by Power Systems West](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

11. [Public Hearing for Proposed Winter/Spring 2024 Fee Schedule of the Meridian Parks and Recreation Department](#)
12. [Resolution No. 23-2424: A Resolution Adopting the Winter/Spring 2024 Fee Schedule of the Meridian Parks and Recreation Department; Authorizing the Meridian Parks and Recreation Department to Collect Such Fees; and Providing an Effective Date](#)
13. [Discussion of Proposed New Park Fees](#)
14. [Solid Waste Program Recommended Changes to Bulky Items Pickup Program](#)
15. [Resolution 23-2425: A Resolution Accepting the Donations of Services and Programming Offered by Republic Services of Idaho: Updating Republic Services' Address for Notice Under the Solid Waste Collection and Disposal Services Franchise Agreement; Superseding Sections 2 and 3 of Resolution 12-844, as well as Exhibit A and the Addendum Thereto; and Providing an Effective Date](#)
16. [Fiscal Year 2024 Budget Amendment in the Amount of \\$800,970.00 for the Hunter Lateral Relocation Project](#)
17. [Approval of Construction Contract to LaRiviere, Inc.. for the Hunter Lateral Relocation – NE 3rd Street, Broadway to Idaho project for the Not-To-Exceed amount of \\$617,502.00](#)
18. Update on American Rescue Plan Act (ARPA) Projects

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.

ADJOURNMENT



AGENDA ITEM

ITEM **TOPIC:** Dutch Bros. at Eagle and Ustick Water Main Easement No. 1 (ESMT-2023-0142)

Project Name (Subdivision):

Dutch Bros at Eagle and Ustick

Water Main Easement Number: 1

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

ESMT-2023-0142

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 2023 between Wadsworth Meridian, LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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


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

Wadsworth Meridian, LLC

) SS

This record was acknowledged before me on October 6, 2023 (date) by Nata Ballard

the following *if* signing in an individual capacity] on behalf of Maridion, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: COO | Authorized Signer (type of authority such as officer or trustee)

 **JACQUELINE R HOPKINSON**
Notary Public - State of Utah
Commission Number: 721295
My Commission Expires on
Nov. 5, 2025

Notary Signature _____
My Commission Expires: 11/05/2025

My Commission Expires: 11/03/2023

Attest by Chris Johnson, City Clerk

County of Ada)

(stamp)

My Commission Expires: _____



LEGAL DESCRIPTION

Page 1 OF 1

September 26, 2023

Project No.: 123061

EXHIBIT "A"

WADSWORTH MERIDIAN SUBDIVISION WATER EASEMENT No. 1 DESCRIPTION

An easement located in Government Lot 1 in the Northeast Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 3 North, Range 1 East, (from which the North Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant);
Thence from said Northeast Corner of Section 5, South 89°39'20" West, a distance of 497.37 feet on the north line of said Section 5;

Thence South 00°20'40" East, a distance of 80.92 feet to a point on the southerly right of way line of East Ustick Road, said point being the northwest corner of Parcel "A" of Record of Survey No. 13633, Instrument No. 2022-078886, of Ada County Records and the northwest corner of City of Meridian Water Easement, Instrument No. 2021-132715, of Ada County Records;

Thence South 01°05'59" West, a distance of 151.00 feet on the west boundary line of said Parcel "A" to the southwest corner of said Parcel "A" and the northwest corner of Lot 5 of Wadsworth Meridian Subdivision, as shown on Page 19070 in Book 121 of Plats, Instrument No. 2021-151043, of Ada County Records;

Thence on the common lot line of said Parcel "A" and Parcel "B" of said Record of Survey No. 13633 and the lot line of Lot 5 of said Wadsworth Meridian Subdivision, for the following courses and distances:

Thence South 88°54'01" East, a distance of 56.00 feet;

Thence North 01°05'59" East, a distance of 32.89 feet;

Thence South 86°01'47" East, a distance of 131.27 feet to the POINT OF BEGINNING;

Thence North 03° 58' 13" East, a distance of 62.30 feet;

Thence South 86° 01' 47" East, a distance of 20.00 feet;

Thence South 03° 58' 13" West, a distance of 83.29 feet to a point on said City of Meridian Water Easement;

Thence North 84° 51' 26" West, a distance of 20.00 feet on said water easement line;

Thence North 03° 58' 13" East, a distance of 20.58 feet to a point on said common lot line, said point being the POINT OF BEGINNING.

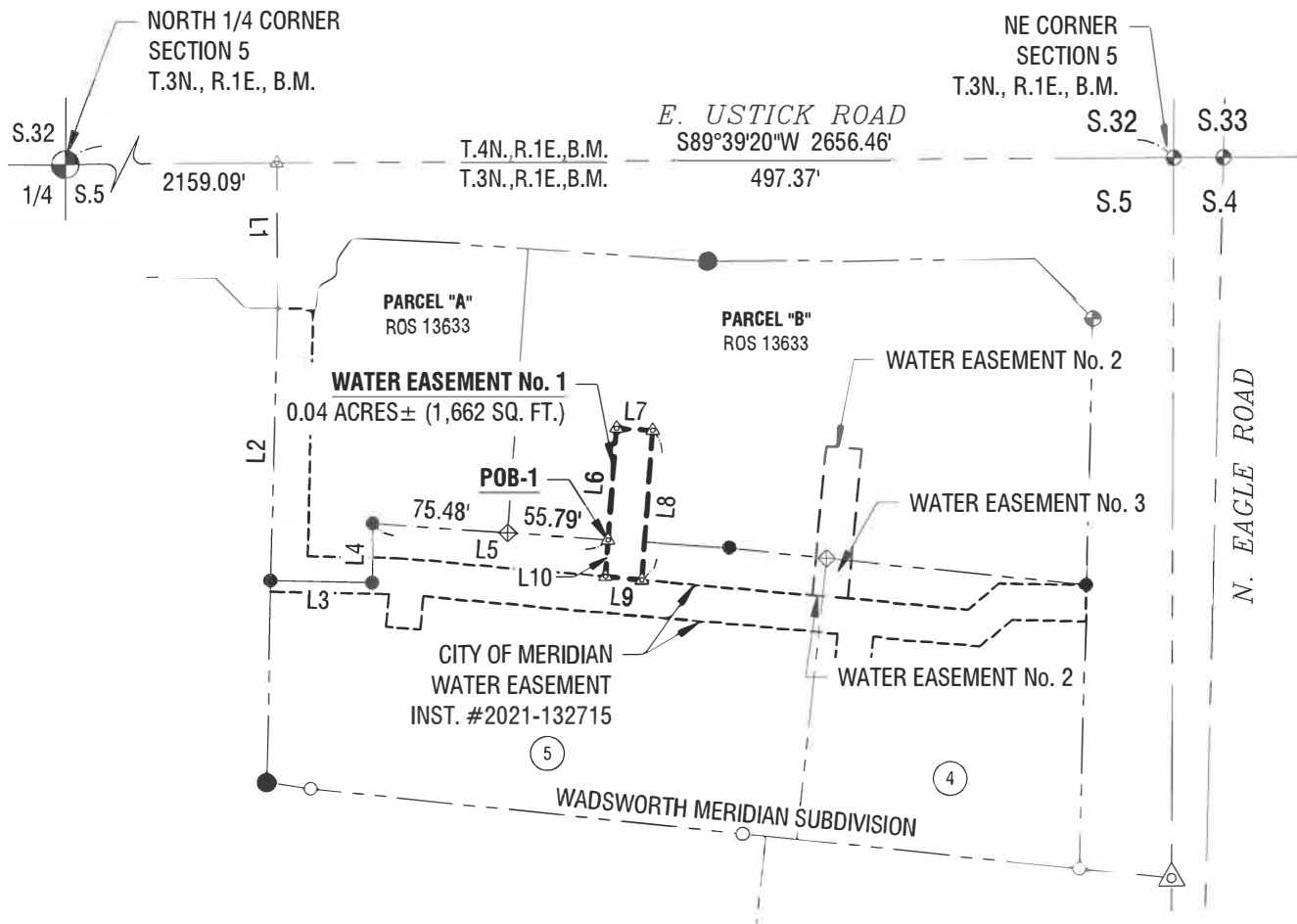
The above described Easement contains 1,662 square feet more or less.

PREPARED BY:

The Land Group, Inc.

James R. Washburn





Line Table		
LINE	BEARING	LENGTH
L1	S00°20'40"E	80.92'
L2	S01°05'59"W	151.00'
L3	S88°54'01"E	56.00'
L4	N01°05'59"E	32.89'
L5	S86°01'47"E	131.27'

Line Table		
LINE	BEARING	LENGTH
L6	N03°58'13"E	62.30'
L7	S86°01'47"E	20.00'
L8	S03°58'13"W	83.29'
L9	N84°51'26"W	20.00'
L10	N03°58'13"E	20.58'



Exhibit "B"

Horizontal Scale: 1" = 100'



Project No.: 123061
Date of Issuance: 9-21-2023



Water Easement No. 1 City of Meridian Dutch Bros Coffee of Canyon County

1 of 1



AGENDA ITEM

ITEM **TOPIC:** Dutch Bros. at Eagle and Ustick Water Main Easement No. 2 (ESMT-2023-0143)

Project Name (Subdivision):

Dutch Bros at Eagle and Ustick

Water Main Easement Number: 2

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

ESMT-2023-0143

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 2023 between Wadsworth Meridian, LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

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

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

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

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

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

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

GRANTOR:

Wadsworth Meridian, LLC



STATE OF UTAH)

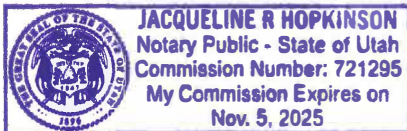
) ss

County of Salt Lake)

This record was acknowledged before me on October 6, 2023 (date) by Nate Ballard

(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 Wadsworth Meridian, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: COO / Authorized Signer (type of authority such as officer or trustee)

(stamp)



Jacqueline R. Hopkinson
Notary Signature

My Commission Expires: 11/05/2025

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: _____



September 26, 2023

Project No.: 123061

EXHIBIT "A"

WADSWORTH MERIDIAN SUBDIVISION
WATER EASEMENT No. 2 DESCRIPTION

An easement located in Government Lot 1 in the Northeast Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 3 North, Range 1 East, (from which the North Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant);
Thence from said Northeast Corner of Section 5, South 89°39'20" West, a distance of 497.37 feet on the north line of said Section 5;

Thence South 00°20'40" East, a distance of 80.92 feet to a point on the southerly right of way line of East Ustick Road, said point being the northwest corner of Parcel "A" of Record of Survey No. 13633, Instrument No. 2022-078886, of Ada County Records and the northwest corner of City of Meridian Water Easement, Instrument No. 2021-132715, of Ada County Records;

Thence South 01°05'59" West, a distance of 151.00 feet on the west boundary line of said Parcel "A" to the southwest corner of said Parcel "A" and the northwest corner of Lot 5 of Wadsworth Meridian Subdivision, as shown on Page 19070 in Book 121 of Plats, Instrument No. 2021-151043, of Ada County Records;

Thence on the common lot line of said Parcel "A" and Parcel "B" of Record of Survey No. 13633, Instrument No. 2022-078886, Records of Ada County and Lot 5 of said Wadsworth Meridian Subdivision for the following courses and distances:

Thence South 88°54'01" East, a distance of 56.00 feet;

Thence North 01°05'59" East, a distance of 32.89 feet;

Thence South 86°01'47" East, a distance of 198.05 feet;

Thence South 84°06'00" East, a distance of 48.35 feet to the POINT OF BEGINNING;

Thence North 05° 08' 34" East, a distance of 61.87 feet;

Thence South 84° 51' 26" East, a distance of 20.00 feet;

Thence South 05° 08' 34" West, a distance of 62.14 feet to a point on said common lot line;

Thence North 84° 06' 00" West, a distance of 14.05 feet on said common lot line to the northeast corner of said Lot 5;

Thence South 05° 54' 00" West, a distance of 21.22 feet on the east boundary line of said Lot 5 to a point on said City of Meridian Water Easement;

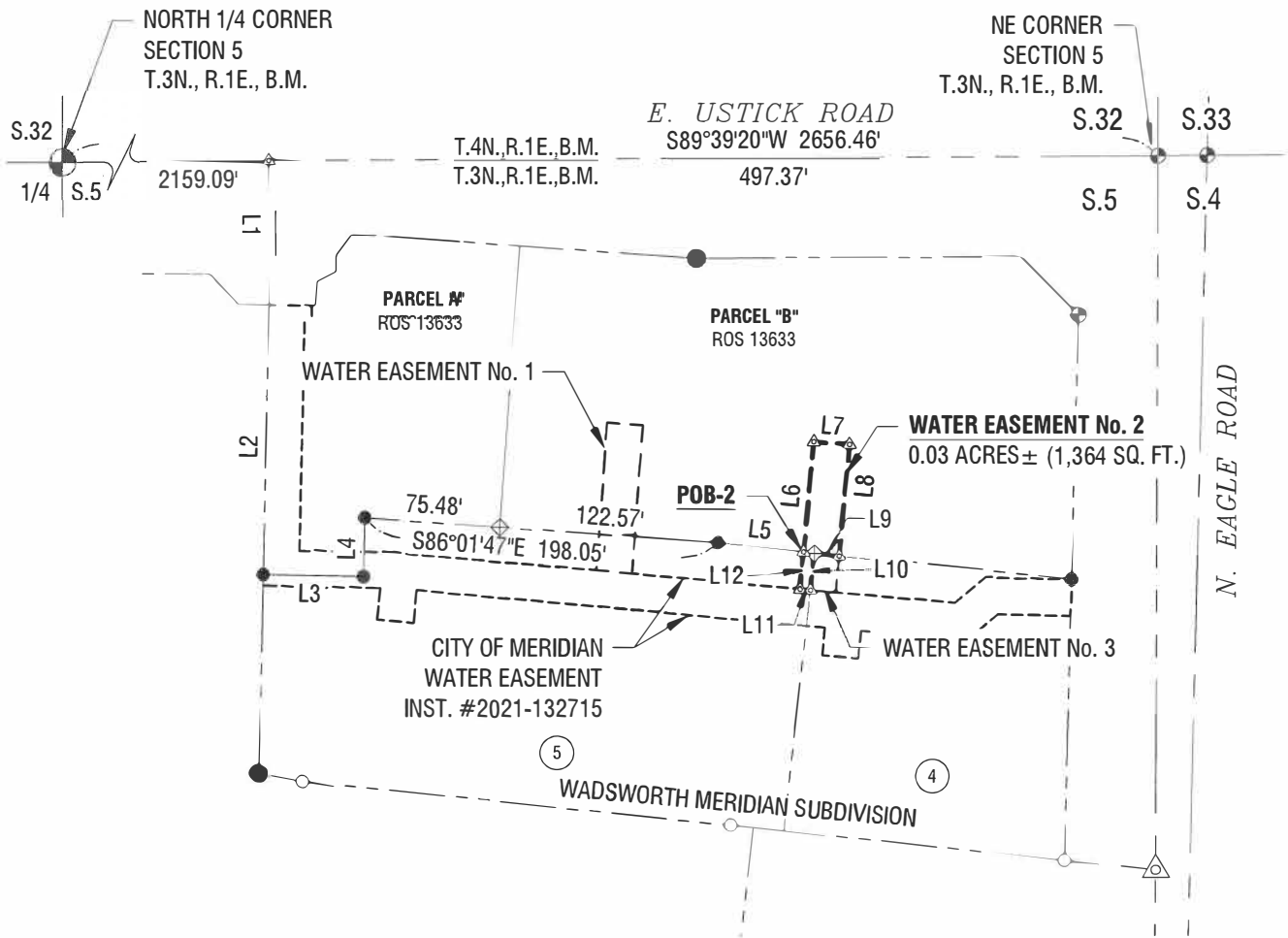
Thence North 84° 51' 26" West, a distance of 5.67 feet on said water easement;

Thence North 05° 08' 34" East, a distance of 21.30 feet to a point on the common lot line of said Parcel "B" and said Lot 5, said point being the POINT OF BEGINNING.
The above described Easement contains 1,364 square feet more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn





Line Table		
LINE	BEARING	LENGTH
L1	S00°20'40"E	80.92'
L2	S01°05'59"W	151.00'
L3	S88°54'01"E	56.00'
L4	N01°05'59"E	32.89'
L5	S84°06'00"E	48.35'
L6	N05°08'34"E	61.87'

Line Table		
LINE	BEARING	LENGTH
L7	S84°51'26"E	20.00'
L8	S05°08'34"W	62.14'
L9	N84°06'00"W	14.05'
L10	S05°54'00"W	21.22'
L11	N84°51'26"W	5.67'
L12	N05°08'34"E	21.30'



Exhibit "B"

Horizontal Scale: 1" = 100'

Project No.: 123061

Date of Issuance: 9-21-2023



Water Easement No. 2 City of Meridian Dutch Bros Coffee of Canyon County

1 of 1



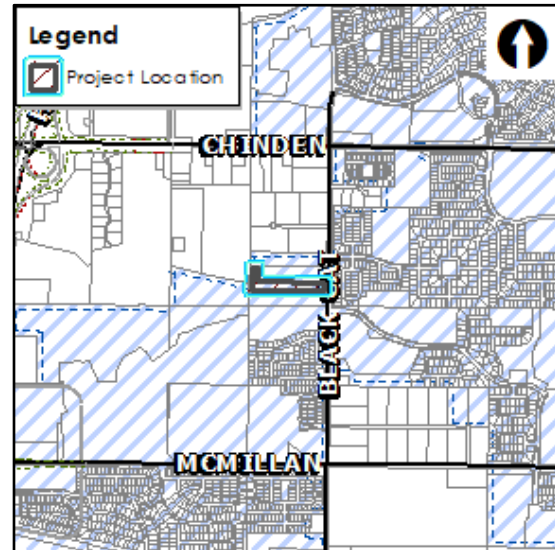
AGENDA ITEM

ITEM TOPIC: Final Plat for The Oaks North Subdivision No. 13 (FP-2023-0015) by Kyle Prewett, Toll Brothers, located near the intersection of W. Gondola Dr. and N. Black Cat Rd.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 11/14/2023
TO: Mayor & City Council
FROM: Linda Ritter, Associate Planner
208-884-5533
SUBJECT: FP-2023-0015
The Oaks North Subdivision No. 13
LOCATION: Near the intersection of W. Gondola Drive and N. Black Cat Road, in the NE ¼ of Section 28, Township 4N., Range 1W.



I. PROJECT DESCRIPTION

Final Plat consisting of eighteen (18) single family residential lots and seven (7) common lots on 7.39 acres in the R-4 zoning district

II. APPLICANT INFORMATION

A. Applicant:

Kyle Prewett
Toll Brothers LLC
3103 W. Sheryl Drive, Suite 100
Meridian, ID 83642

B. Owner:

Ryan Hammons
Toll Southwest LLC
3103 W. Sheryl Drive, Suite 100
Meridian, ID 83642

C. Representative:

Same as applicant

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2018-0117) as required by UDC 11-6B-3C.2. The submitted final plat is for the same number of building lots and common area as approved with the preliminary plat; therefore, the proposed plat is in substantial compliance with the approved preliminary plat as required.

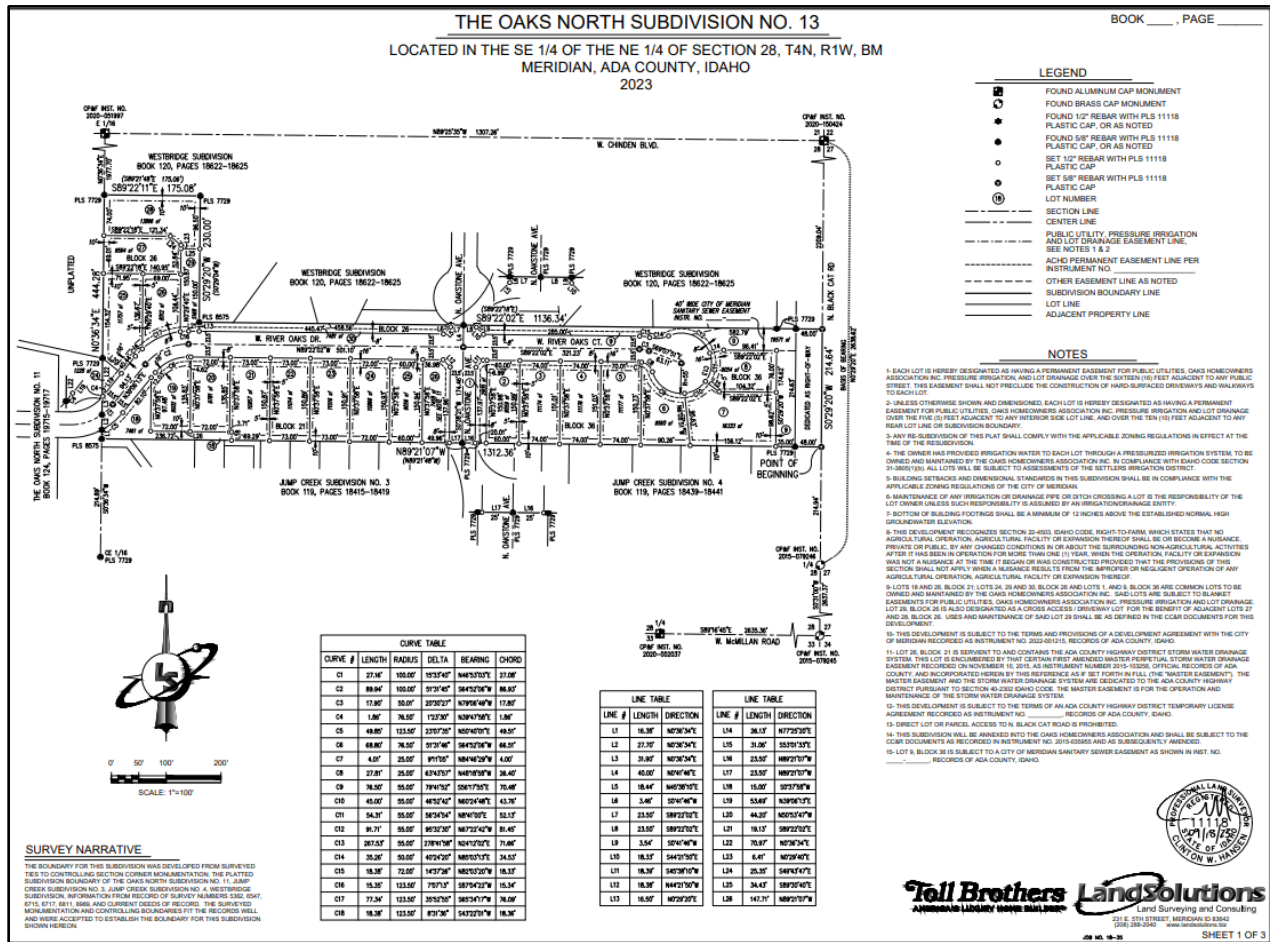
A. Staff:

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

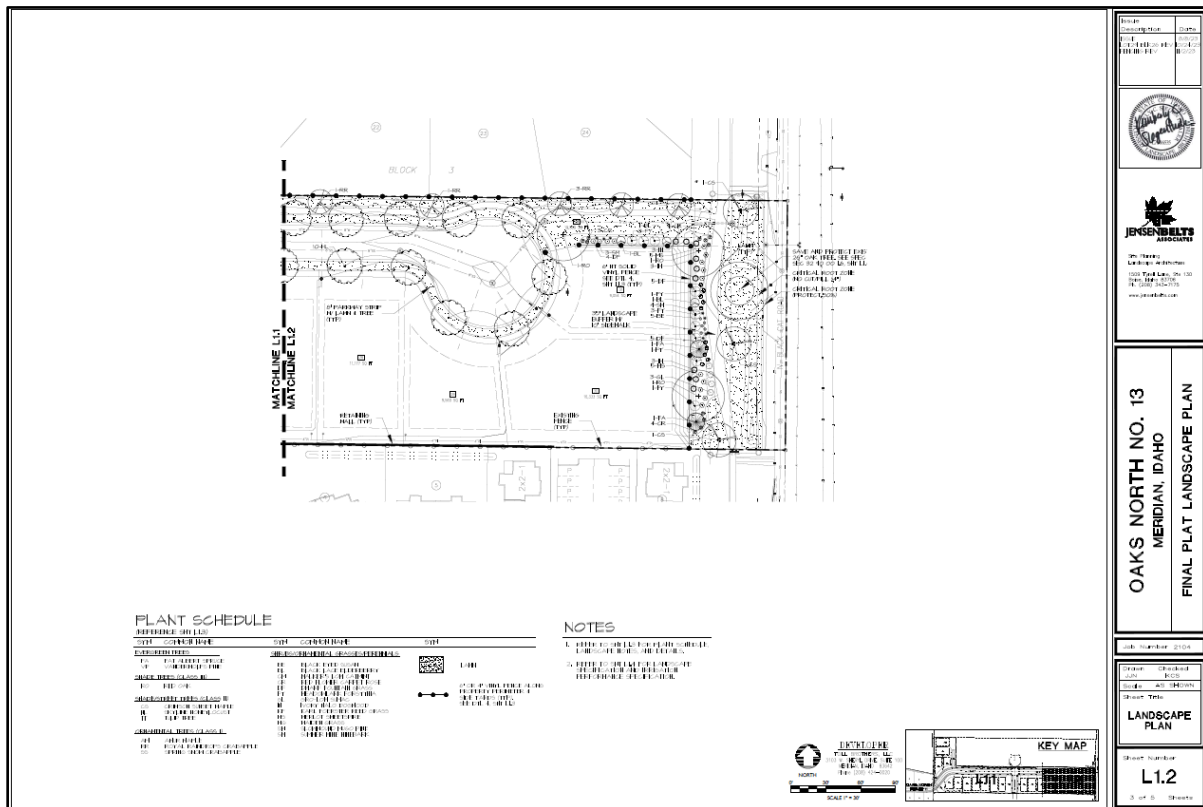
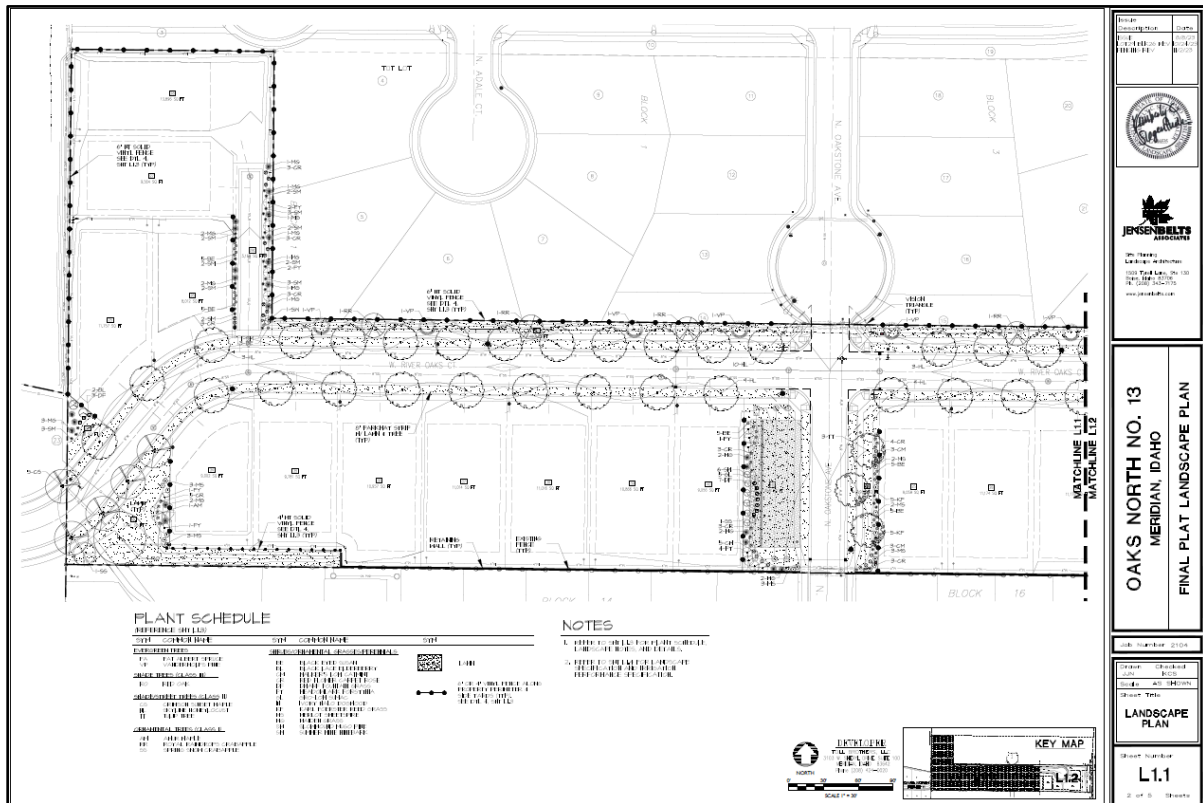
A. Preliminary Plat (date: 10/8/2018)



B. Final Plat (date: 10/12/2023)



C. Landscape Plan Final Plat (dated 11/2/23)





VI. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. The applicant shall comply with all conditions of previous approvals (H-2018-0118 and MDA H-2021-0058, DA Inst. No. 2022-001215) associated with this property.
2. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
3. The final plat shown in Section V.B, prepared by Toll Brothers LandSolutions, stamped on 09/18/23 by Clint W. Hansen, shall be revised prior to signature on the final plat by the City Engineer, as follows:

Plat Notes:

- a. Note #12 and 15: Include the recorded instrument numbers of the license agreement with ACHD and sewer easement with the City.
4. Prior to the City Engineer signature on the final plat, the applicant shall submit a license agreement from the Settler's Irrigation District (SID) and provide a copy of a separate easement for the piped ditch.

B. PUBLIC WORKS DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309427&dbid=0&repo=MeridianCity>

C. PARKS DEPARTMENT

1. Prior to **City Engineer signature**, the applicant shall submit a public access easement for a detached multi-use pathway running the length of the development on the west side of Black Cat Road to the Planning Division for Council Approval and subsequent recordation. The easement shall be a minimum of 14 feet wide (10-foot pathway plus 2-feet shoulder each side) and may fall within the required landscape buffer. *Use standard city template for public access easement. Easement checklist must accompany all easement submittals.*

D. IDAHO TRANSPORTATION DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309565&dbid=0&repo=MeridianCity&cr=1>

E. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309949&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: Final Plat for TM Center No. 2 (FP-2023-0018) by Brighton Development, Inc., located at the northwest corner of S. Vanguard Way and S. Wayfinder Ave.

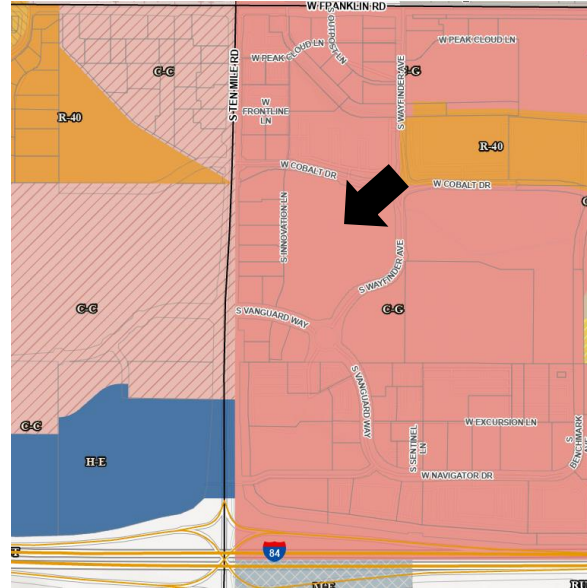
STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



DATE: 11/14/2023
TO: City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2023-0018
TM Center No. 2

PROPERTY LOCATION:
East of S. Ten Mile Rd. at the northwest
corner of S. Vanguard Way and S.
Wayfinder Ave., in the NW ¼ of Section
14, T.3N., R.1W. (Parcel
#S1214233700)



I. PROJECT DESCRIPTION

Final plat consisting of three (3) building lots on 4.22 acres of land in the C-G zoning district for TM Center Subdivision No. 2.

Note: The proposed final plat is actually the sixth 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); TM Center Sub. 1 (4th phase FP-2022-0009); and TM Center East No. 1 (5th 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:

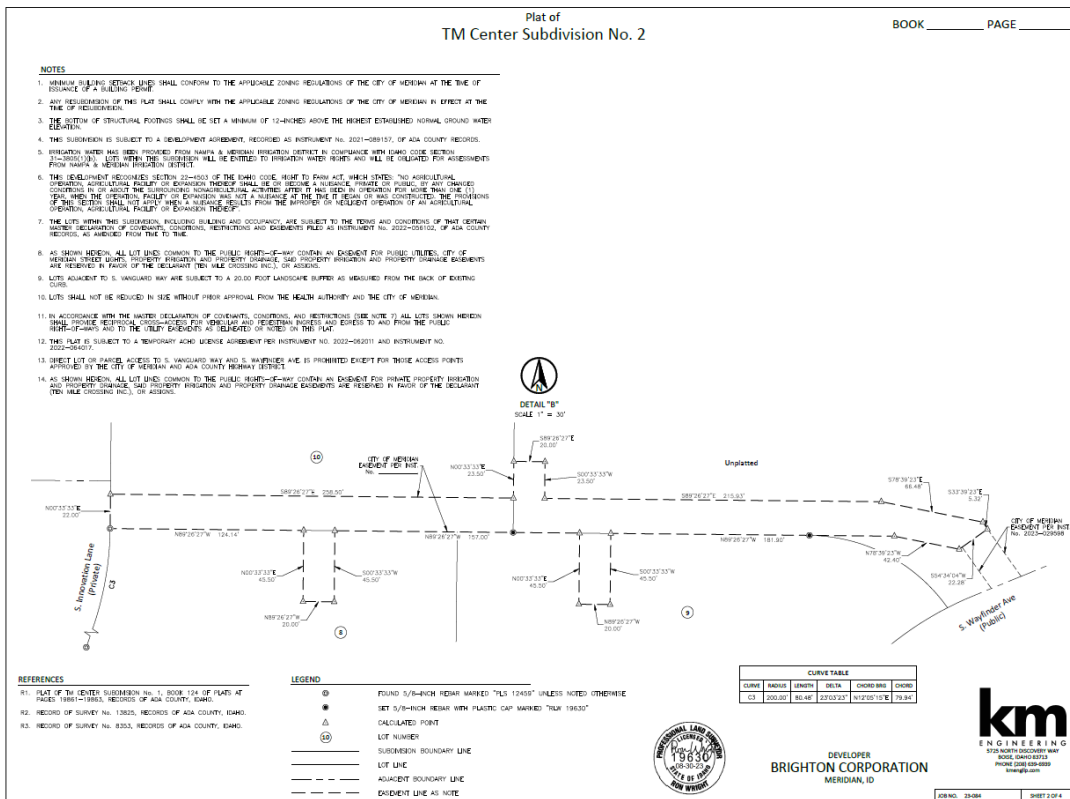
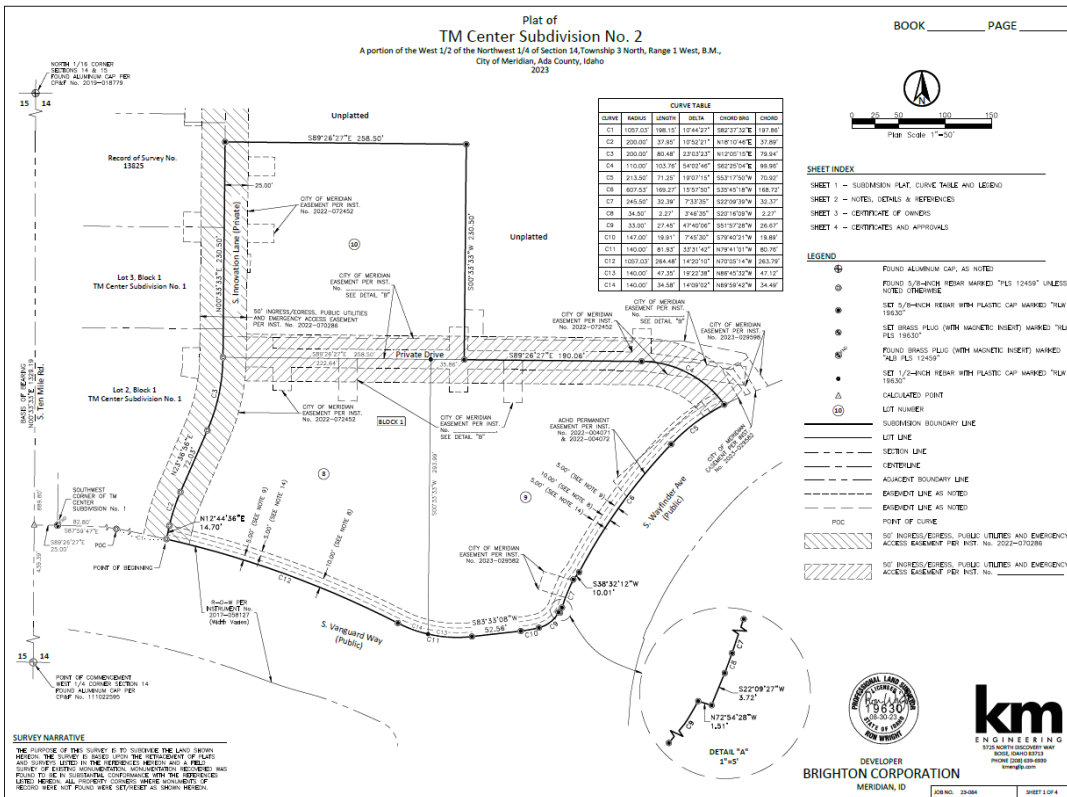
Robert Phillips, DWT Investments, LLC – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

C. Representative:

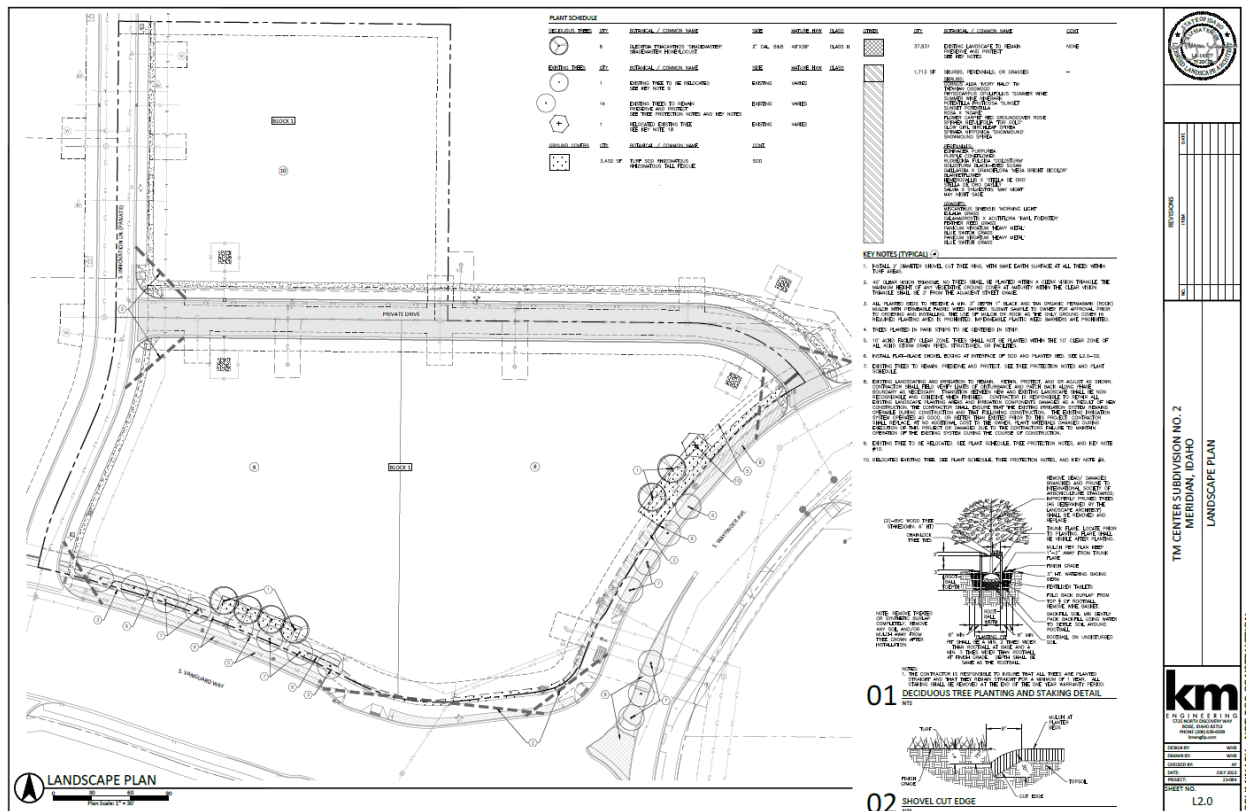
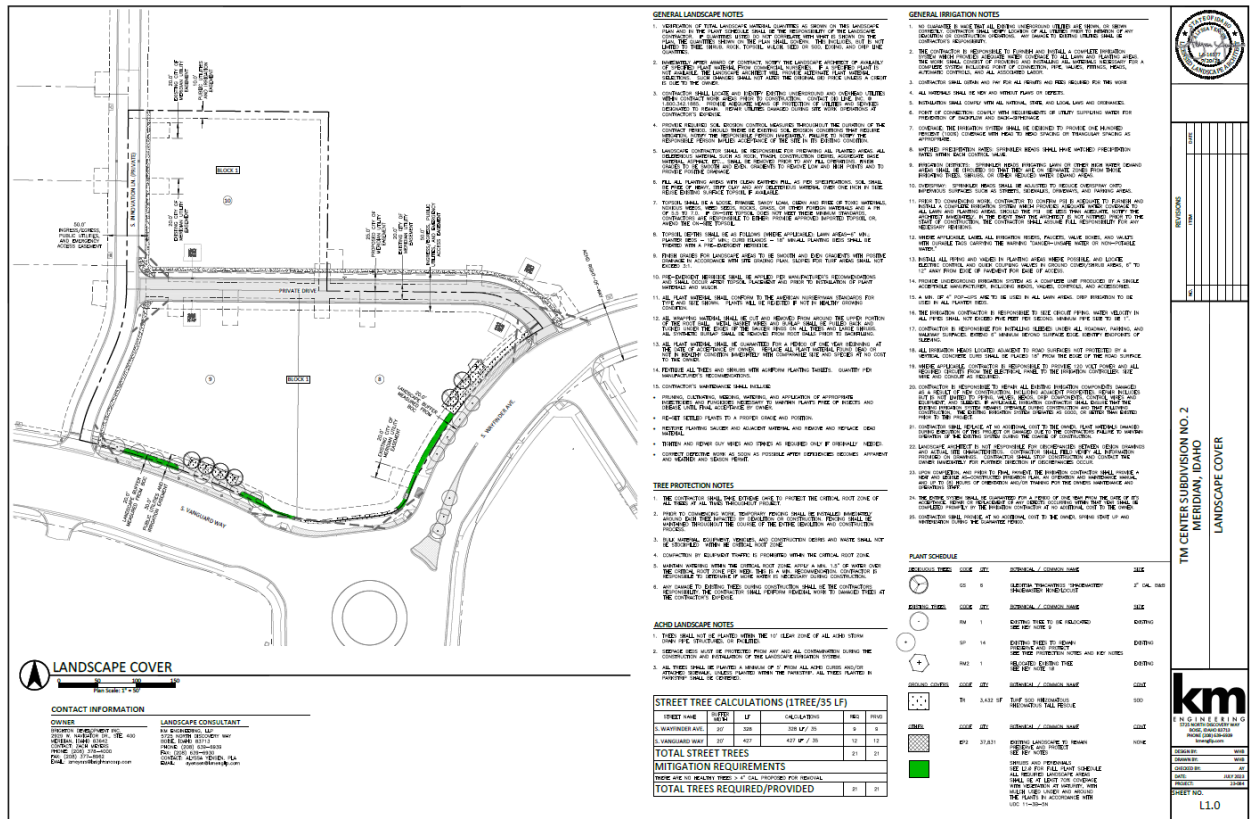
Same as Applicant

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.



C. Landscape Plan (dated: 7/20/23)



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development [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 8/30/23 by Ron Wright, included in Exhibit B shall be revised as follows:
 - a. Include the recorded instrument number of the City of Meridian easement depicted on Lots 8, 9 and 10, Block 1 (detail B).
 - b. In the Legend, include the recorded instrument number of the 50' ingress/egress, public utilities and emergency access easement.
 - c. Note #9: Include S. Wayfinder Ave. as it's also a collector street and subject to a 20-foot wide street buffer. 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, is approved as submitted.
6. Provide an update to the City from Valley Regional Transit (VRT) on the public transit needs in this area as outlined in provision #5.1(6) in the Development Agreement.
7. The subject property shall be subdivided prior to issuance of any Certificates of Occupancy for the site per requirement of the Development Agreement.
8. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309659&dbid=0&repo=MeridianCity>

C. Idaho Transportation Department (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309705&dbid=0&repo=MeridianCity>

D. Department of Environmental Quality (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309950&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: Final Order for Poiema Subdivision (MFP-2023-0002) by Clint Hansen, Land Solutions, located at 3727 E. Lake Hazel Rd.

BEFORE THE MERIDIAN CITY COUNCIL

HEARING DATE: OCTOBER 3, 2023

ORDER APPROVAL DATE: NOVEMBER 14, 2023

IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF 48 BUILDING)
LOTS AND 6 COMMON LOTS ON)
14.87 ACRES OF LAND IN THE R-)
15 ZONING DISTRICT FOR)
POIEMA SUBDIVISION PLAT)
MODIFICATION.)
)
BY: CLINGT HANSEN, LAND)
SOLUTIONS)
APPLICANT)
_____)

CASE NO. MFP-2023-0002

ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT

This matter coming before the City Council on November 14, 2023 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

IT IS HEREBY ORDERED THAT:

1. The Final Plat of "PLAT SHOWING POIEMA SUBDIVISION, LOCATED IN THE NE ¼ OF the NW ¼ OF SECTION 4, TOWNSHIP 2N, RANGE 1E, MERIDIAN, ADA COUNTY IDAHO, 2023, STAMPED BY CLINT W. HANSEN, PLS, SHEET 1 OF 4," is conditionally approved subject to those

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT
FOR POIEMA SUBDIVISION MFP-2023-0002

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 October 3, 2023, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

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

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

NOTICE OF FINAL ACTION

AND RIGHT TO REGULATORY TAKINGS ANALYSIS

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

Please take notice that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an interest in real property which may be adversely affected by this decision may, within twenty-

eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code§ 67-52.

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

By:

Robert Simison
Mayor, City of Meridian

Attest:

Chris Johnson
City Clerk

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

By: _____ Dated: _____

EXHIBIT A

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



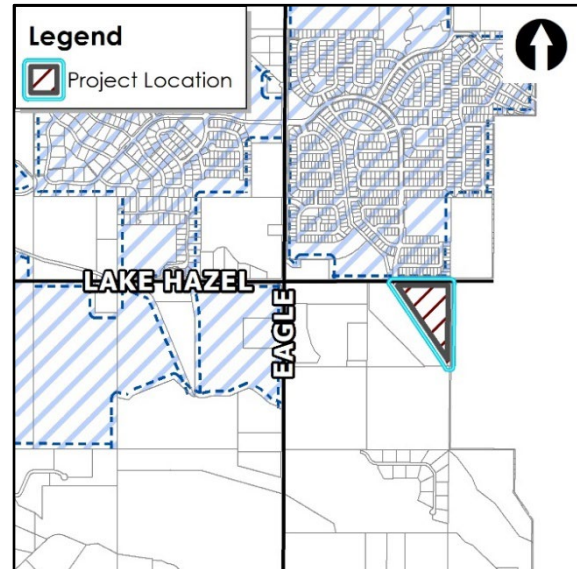
HEARING DATE: 10/3/2023

TO: Mayor & City Council

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

SUBJECT: Poiema Subdivision
MFP-2023-0002

LOCATION: The site is located at 3727 E. Lake Hazel Road, in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 2N., Range 1E.



I. PROJECT DESCRIPTION

Modification to the final plat to correct the interior lot public utility, drainage and irrigation (PUDI) easement from 5 feet to 3 feet as allowed by UDC 11-2A-7 for medium high-density residential district (R-15). No other changes are being proposed or approved.

II. APPLICANT INFORMATION

A. Applicant:

Clint Hansen, Land Solutions – 231 E. 5th Street, Ste. A, Meridian, ID 83642

B. Owner:

Dave Evans, Evans Development, LLC – 7761 W. Riverside Drive, Boise, ID 83705

C. Representative:

Same as applicant

III. STAFF ANALYSIS

The final plat ([FP-2021-0034](#)) for Poiema Subdivision was approved by City Council on August 10, 2021 and has been recorded. The Applicant proposes to amend the interior lot PUDI easement from 5 feet to 3 feet to align with the interior side yard setbacks set forth in UDC 11-2A-7 for medium-high density residential district (R-15). The purpose of this modification is to correct the easement width from 5 feet to 3 feet designated by note # 2 on the final plat. The applicant has received design review approval to construct single-family attached homes on these lots and at the time of building permit approval it was discovered that the plat was recorded with a 5-foot PUDI easement rather than the 3-foot wide easement. This error has caused a delay in the construction of the homes.

In discussions with the County Surveyor's office, the applicant was informed that they needed to file an amended plat to correct the surveyor's error. In order for the applicant to record an amended plat, the City must approve the subject final plat modification. Since this plat is consistent with the previous approval and the R-15 zone allows 3-foot side yard setbacks, staff believes the reduced PUDI easement is warranted and recommends approval of the plat note #2 as proposed by the applicant.

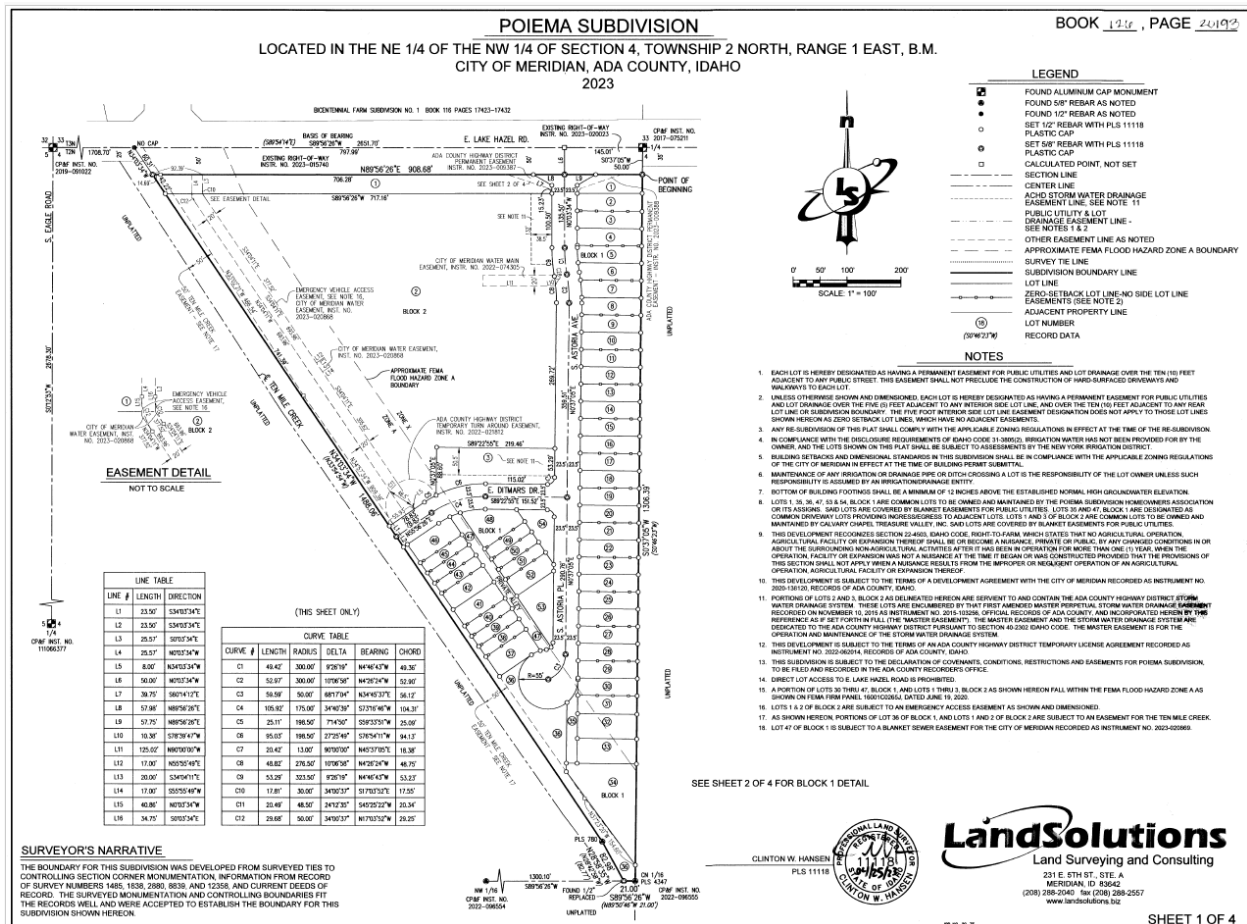
IV. DECISION

A. Staff:

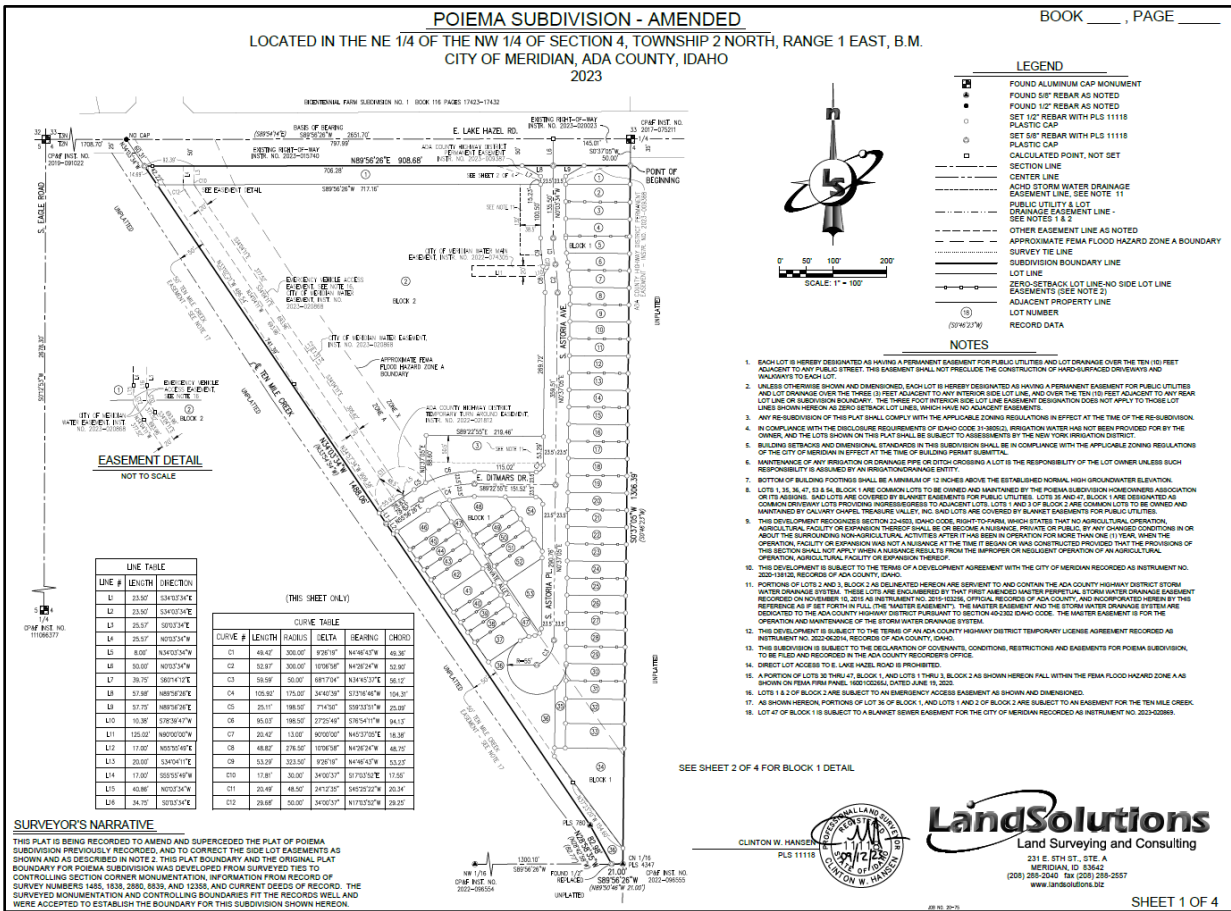
Staff recommends approval of the proposed final plat modification based on the analysis above in Section III.

V. EXHIBITS

A. Approved Final Plat



B. Amended Final Plat with Revised PUDI Easement



VI. CITY/AGENCY COMMENTS

A. Boise Project Board of Control

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=232675&dbid=0&repo=MeridianCity>

B. Central District Health (CDH)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=252672&dbid=0&repo=MeridianCity>

C. Idaho Department of Environmental Quality (IDEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=232711&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: Purchase and Sale Agreement Between City of Meridian and River Caddis Development, LLC Concerning Plans for the Hunter Lateral Relocation Project

**PURCHASE AND SALE AGREEMENT
CONCERNING PLANS FOR THE
HUNTER LATERAL RELOCATION PROJECT**

This PURCHASE AND SALE AGREEMENT CONCERNING PLANS FOR THE HUNTER LATERAL RELOCATION PROJECT (“Agreement”) is made on this 14th day of November, 2023 (“Effective Date”), by and between River Caddis Development, LLC, a Michigan limited liability company, whose business and mailing address is 1038 Trowbridge Road, East Lansing, Michigan 48823 (“River Caddis”), Meridian Caddis, LLC, a Michigan limited liability company, whose business and mailing address is 1038 Trowbridge Road, East Lansing, Michigan 48823 (“Meridian Caddis”), and the City of Meridian, a municipal corporation established under the laws of the State of Idaho, whose business and mailing address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (“City”). River Caddis, Meridian Caddis, and the City may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, River Caddis, as the exclusive beneficial licensee, has an ownership interest (“Ownership Interest”) in the plans, specifications, and related work concerning the Hunter Lateral Relocation project (“Plans”), as partly depicted in Exhibit A, which is attached hereto and incorporated herein; and,

WHEREAS, River Caddis granted a limited license to the City on August 4, 2023, to utilize the Plans to solicit bids for the Hunter Lateral Relocation project; and,

WHEREAS, River Caddis and Meridian Caddis will not participate in the construction of the Hunter Lateral Relocation project due to changing economic conditions; and,

WHEREAS, the City wishes to purchase River Caddis’ Ownership Interest in the Plans so that the City may, at its option, proceed with the construction of the Hunter Lateral Relocation project; and,

WHEREAS, River Caddis is willing to sell its Ownership Interest in the Plans to the City, subject to the terms and conditions set forth herein; and,

WHEREAS, the City Council hereby declares that competitive solicitation is impractical under the circumstances, because River Caddis is the exclusive beneficial licensee of the Plans;

NOW, THEREFORE, in consideration of the benefits to be received, and other good and valuable consideration, the Parties agree as follows:

- 1. Ownership of Plans.** River Caddis represents and warrants that it has an Ownership Interest in the Plans; that River Caddis is the exclusive beneficial licensee of the Plans; that River Caddis has fully compensated or will fully compensate its consultants and sub-consultants for the Plans prior to the Effective Date; and that River Caddis is authorized to transfer its Ownership Interest in the Plans to the City for the City’s use without any limitation whatsoever. Meridian Caddis represents and warrants that it does not have any ownership interest in the Plans.

- 2. Purchase Price.** River Caddis shall, as of the Effective Date, provide its entire Ownership Interest in the Plans, including any and all rights relating thereto, to the City. The City shall timely remit full payment to River Caddis at the address listed above in the amount of ninety-two thousand sixteen dollars and ninety-seven cents (\$92,016.97) once River Caddis (a) fulfills its obligations under this Section 2 and (b) submits an invoice and completed W-9 form to the City.
- 3. Indemnification.** River Caddis and Meridian Caddis shall protect, defend, hold harmless, and indemnify the City, including its officials, officers, and employees, from and against all claims, demands, actions, suits, damages, liabilities, losses, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs, directly or indirectly arising out of or related to any breach of any representation or warranty by River Caddis or Meridian Caddis contained in this Agreement.
- 4. Term.** This Agreement shall terminate after the Parties have fulfilled their obligations set forth in Section 2 above. Notwithstanding the foregoing, Section 1 and Section 3 shall survive the termination of this Agreement.
- 5. Notices.** Whenever any notice, approval, consent, or request is given or made pursuant to this Agreement, it shall be deemed delivered three (3) business days after deposit in the U.S. mail, first-class postage prepaid, addressed to the respective Parties as set forth above.
- 6. Assignment.** No Party shall be permitted to assign this Agreement without the express, written consent of the other Parties.
- 7. No agency.** River Caddis, Meridian Caddis, and their employees, agents, contractors, officials, or officers shall not be considered agents of the City in any manner or for any purpose whatsoever. The City and its employees, agents, contractors, officials, or officers shall not be considered agents of River Caddis or Meridian Caddis in any manner or for any purpose whatsoever.
- 8. 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 a Party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- 9. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part hereof as if the exhibits were set forth in their entirety in this Agreement.
- 10. Incorporation of recitals.** The recitals set forth above are fully incorporated herein.

- 11. Entire agreement.** This Agreement contains the entire agreement of the Parties with respect to the City's purchase of the Plans and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended via a writing signed by the Parties hereto.
- 12. Applicable law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Idaho. Venue shall be Ada County, Idaho.
- 13. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, which shall continue in full force and effect.
- 14. 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.
- 15. Third-party beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- 16. Time of the essence.** The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- 17. State of Idaho requirements.** The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate agreement by the Parties that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.
- a. The Parties certify that they are not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
 - b. No Party is a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.
- 18. Multiple counterparts.** This Agreement may be executed by electronic signature and/or in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

(The next page is the signature page.)

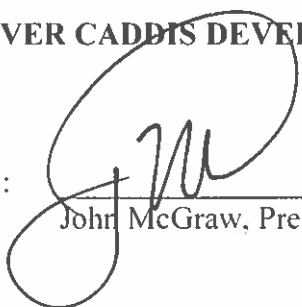
IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures the day and year first herein above written.

CITY OF MERIDIAN:

By: _____
Robert E. Simison, Mayor

Attest: _____
City Clerk

RIVER CADDIS DEVELOPMENT, LLC:

By:  _____
John McGraw, President

MERIDIAN CADDIS, LLC:

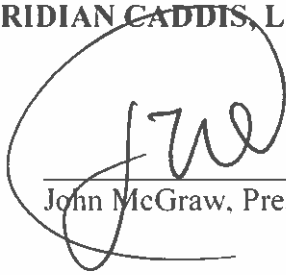
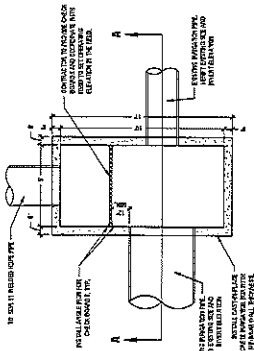
By:  _____
John McGraw, President

EXHIBIT A

**HUNTER LATERAL RELOCATION PROJECT
PLANS AND SPECIFICATIONS**

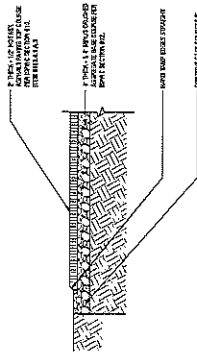
- CONSTRUCTION NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MERIDIAN SPECIFICATIONS.
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Plan View

1 Infiltration Box (1) - Item 0802.4.1.M.1

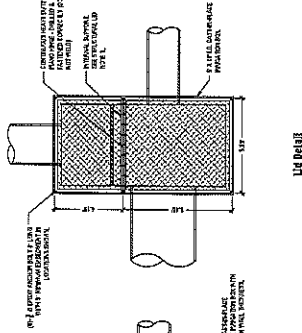
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4 Temporary Pathway Section - Item 0810.4.1.A.3

Scale: 1" = 1'-0"

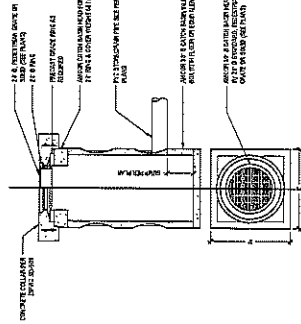
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Section A-A

2 30-H Storm Drain Catch Basin - Item 0802.4.1.C.2

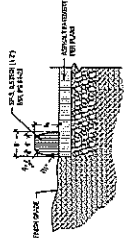
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Section A-A

3 Temporary 6-in Asphalt Curb - Item SP 0811.2

Scale: 1" = 1'-0"



Hunter Lateral Relocation - Meridian Civic Block
City of Meridian

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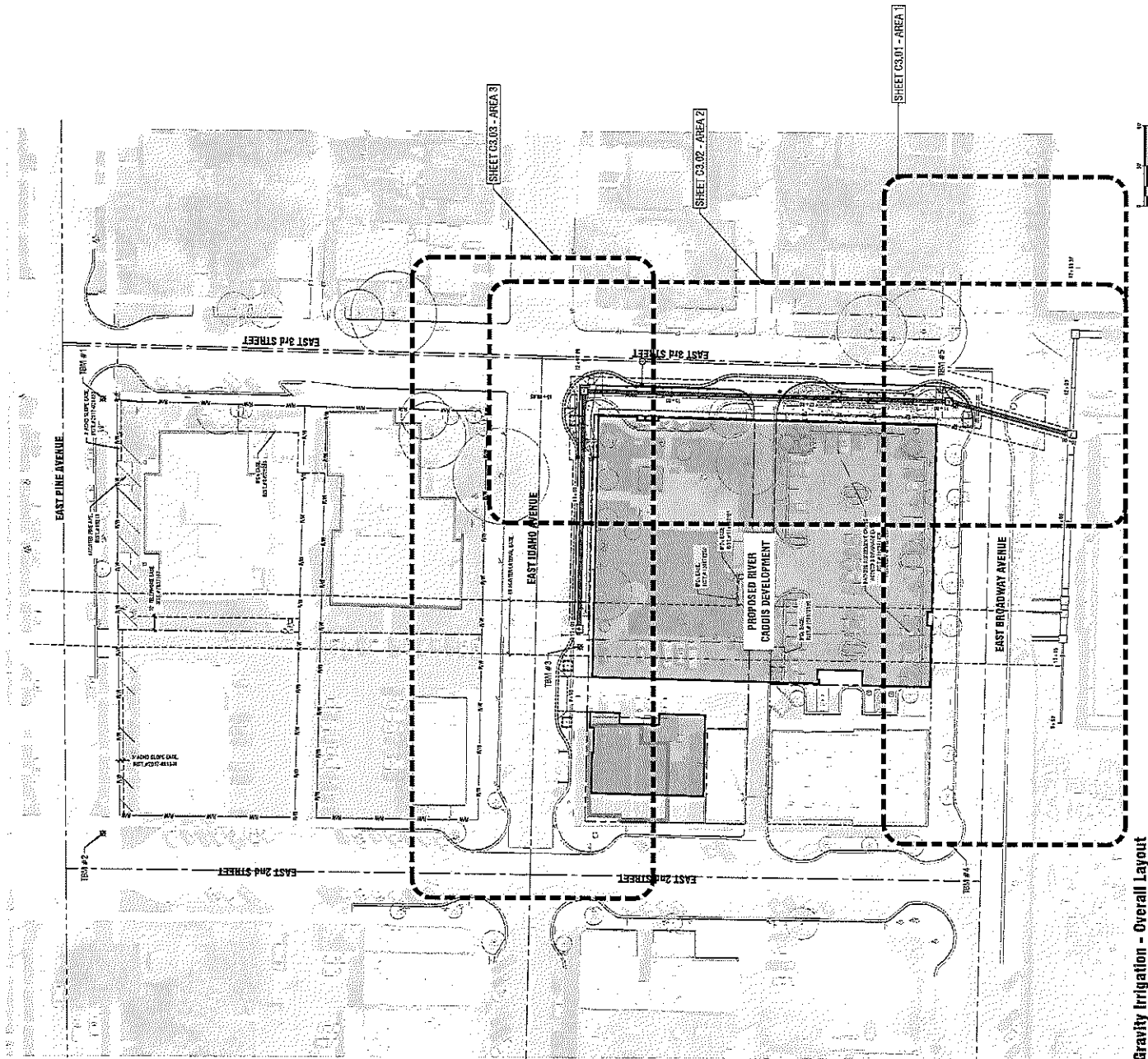


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Sheet Notes

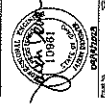
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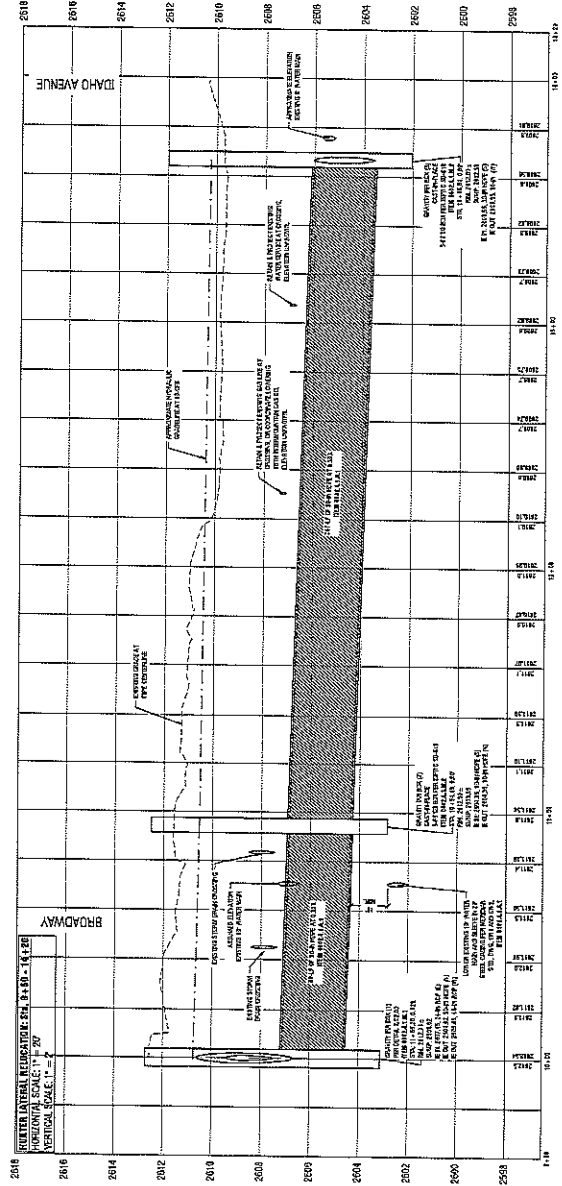
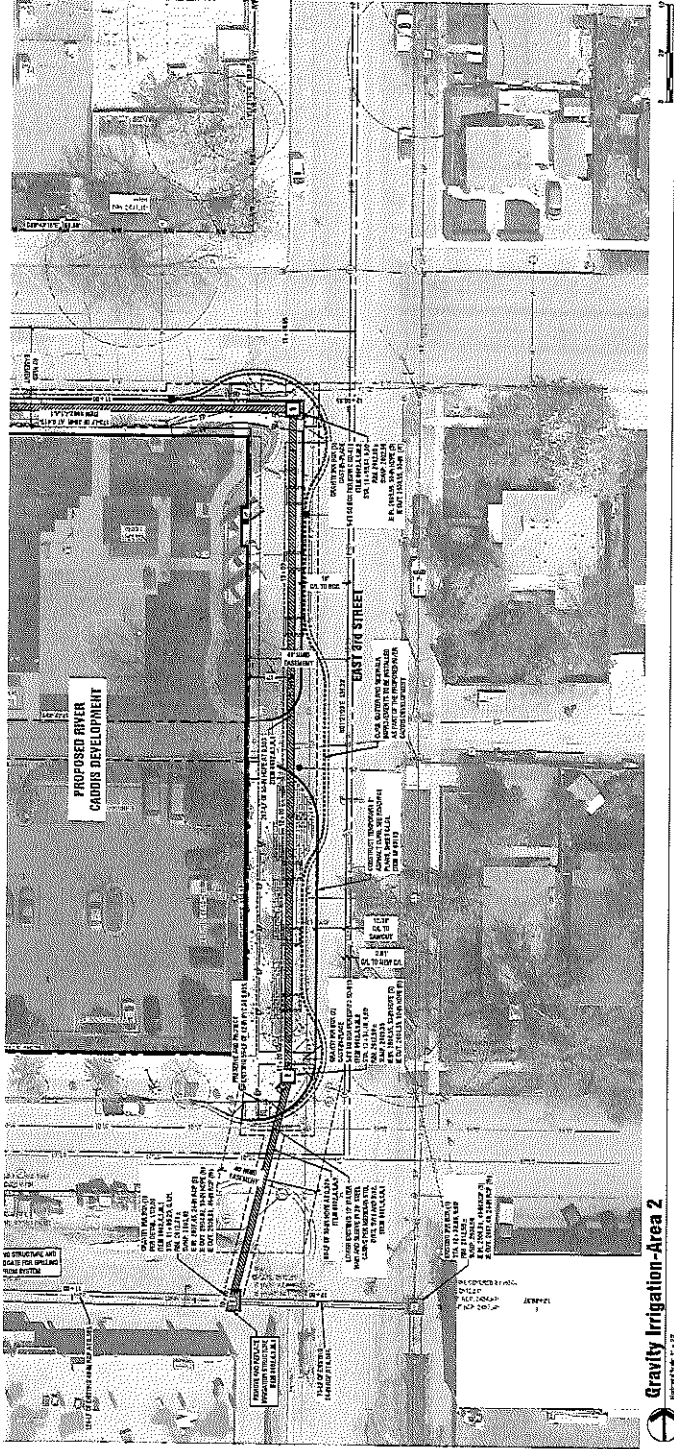
Sheet Notes

1. CONTRACTOR SHALL CONSULT WITH THE CITY OF MERIDIAN FOR ALL NECESSARY PERMITS AND APPROVALS.
2. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY DATA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES.

City of Meridian
Hunter Lateral Relocation - Meridian Civic Block



Gravity Irrigation
Area 2



Profile - Sta 9+60 - 15+20

VERTICAL SCALE: 1" = 2'

- Street Notes:**
1. EXISTING PAVEMENT SHALL BE REPAIRED TO MEET THE CITY'S REQUIREMENTS FOR PAVEMENT.
 2. PROPOSED PAVEMENT SHALL BE REPAIRED TO MEET THE CITY'S REQUIREMENTS FOR PAVEMENT.
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Hunter Lateral Relocation - Meridian Civic Block

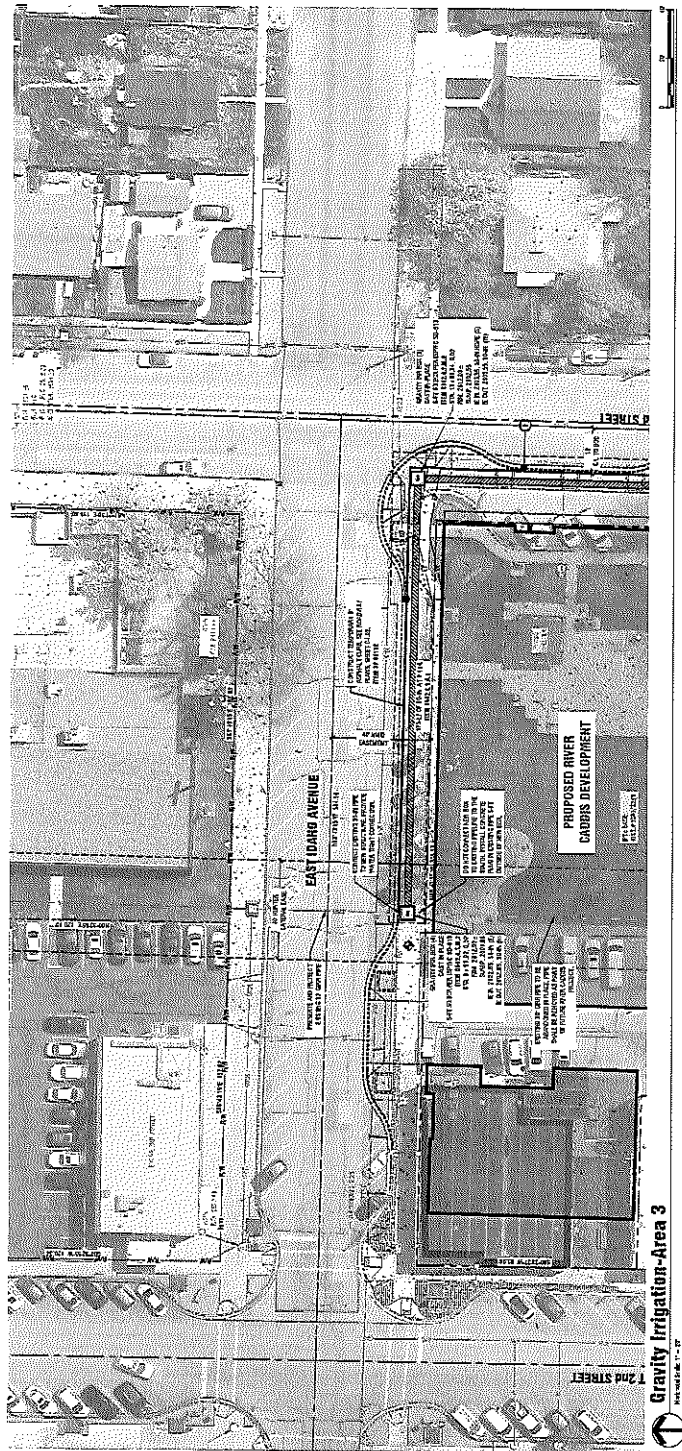
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MERIDIAN, IDAHO 83642

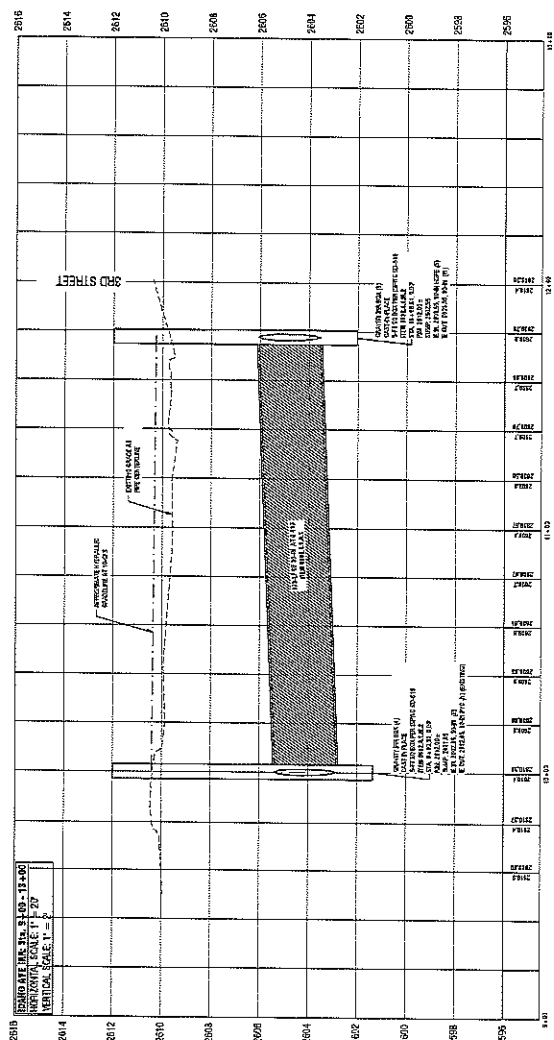


City of Meridian
Engineering
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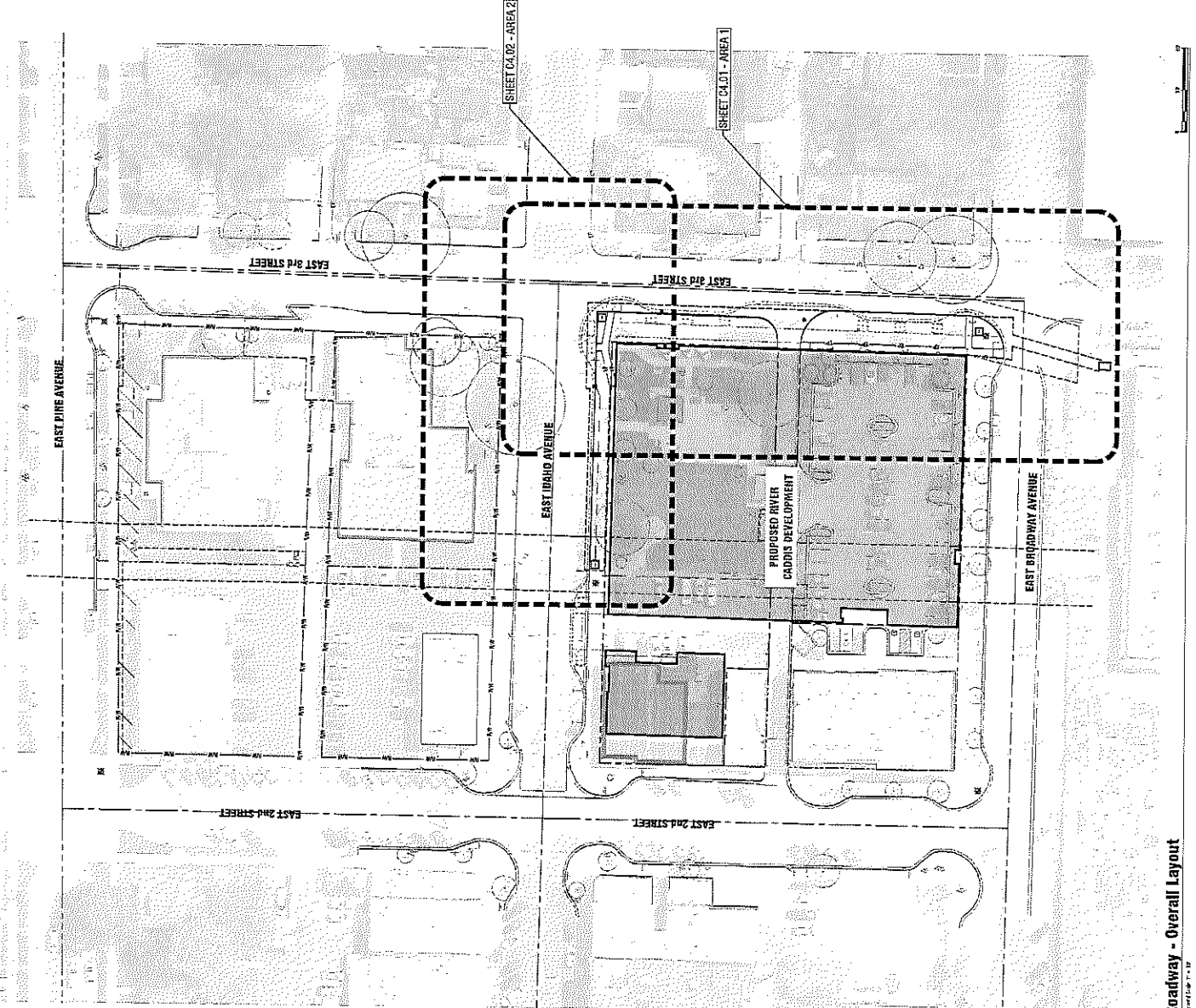


Gravity Irrigation-Area 3



Profile - Sta 9+60 - 13+00

VERTICAL SCALE 1" = 2'



- Sheet Notes**
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 - B. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
 - C. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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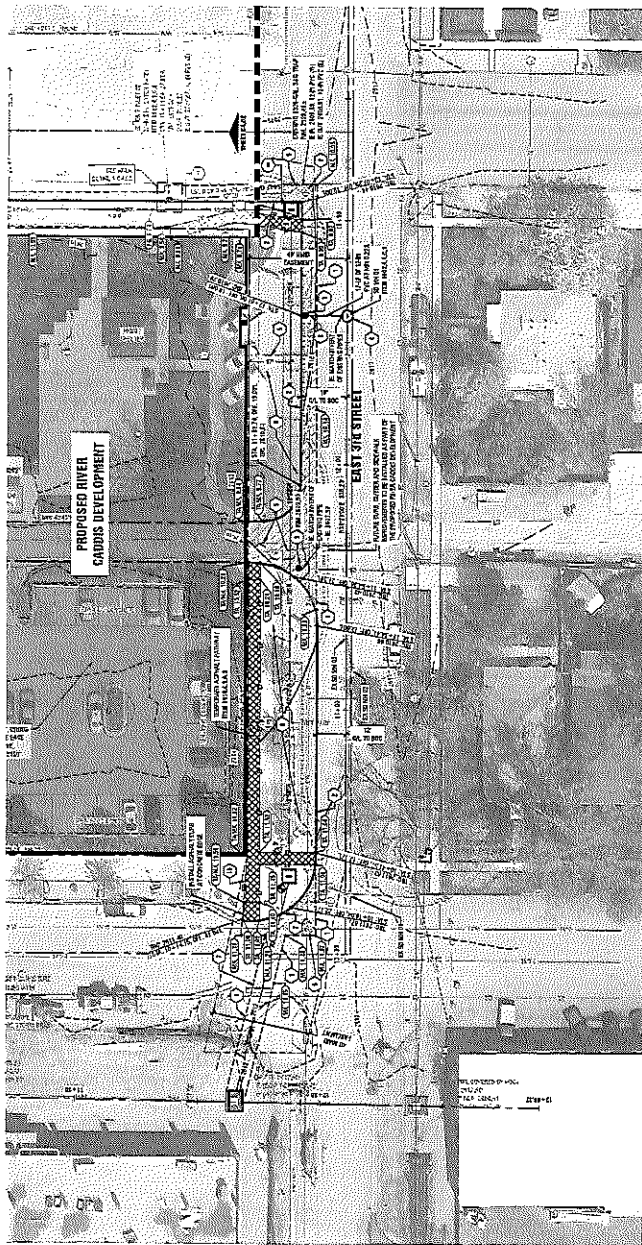
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Keynotes (This Sheet Only):

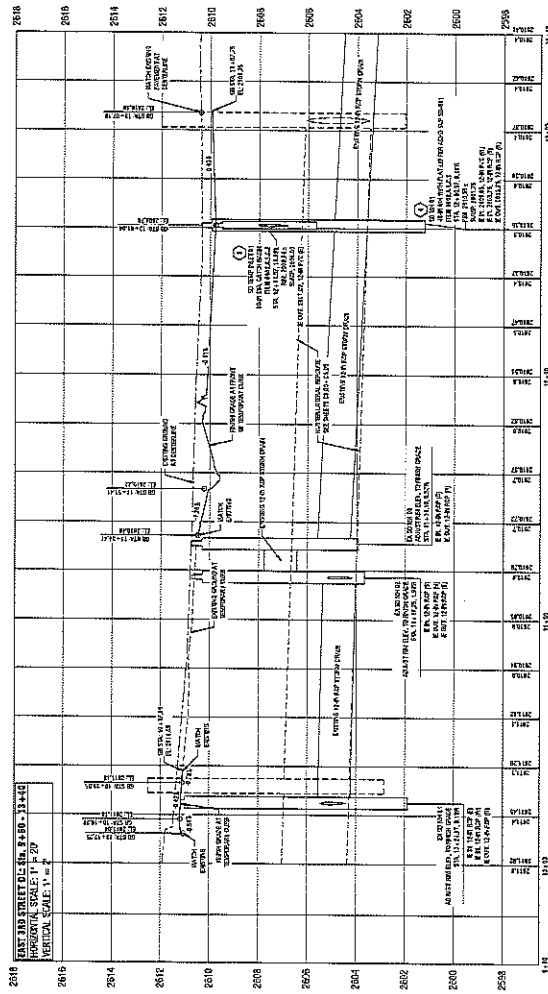
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Roadway-Area 1



Profile - Sta 10+00 - 13+40

STATE 221. P. 2

Sheet Notes:

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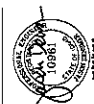
Keynotes (This Sheet Only):

1. **WARRANTY**—The Seller warrants that the goods are as described and fit for the purposes intended. The Seller warrants that the goods are free from defects and are of good quality. The Seller warrants that the goods are not stolen goods and are not subject to any legal proceedings. The Seller warrants that the goods are not counterfeit and are not infringing on any intellectual property rights. The Seller warrants that the goods are not subject to any export controls or restrictions. The Seller warrants that the goods are not subject to any embargoes or trade sanctions. The Seller warrants that the goods are not subject to any other legal restrictions or prohibitions. The Seller warrants that the goods are not subject to any other legal obligations or liabilities. The Seller warrants that the goods are not subject to any other legal claims or disputes. The Seller warrants that the goods are not subject to any other legal actions or proceedings. The Seller warrants that the goods are not subject to any other legal remedies or damages. The Seller warrants that the goods are not subject to any other legal consequences or penalties. The Seller warrants that the goods are not subject to any other legal risks or liabilities. The Seller warrants that the goods are not subject to any other legal uncertainties or ambiguities. The Seller warrants that the goods are not subject to any other legal complexities or difficulties. The Seller warrants that the goods are not subject to any other legal challenges or obstacles. The Seller warrants that the goods are not subject to any other legal hindrances or barriers. The Seller warrants that the goods are not subject to any other legal impediments or obstructions. The Seller warrants that the goods are not subject to any other legal constraints or limitations. The Seller warrants that the goods are not subject to any other legal restrictions or prohibitions. The Seller warrants that the goods are not subject to any other legal obligations or liabilities. The Seller warrants that the goods are not subject to any other legal claims or disputes. The Seller warrants that the goods are not subject to any other legal actions or proceedings. The Seller warrants that the goods are not subject to any other legal remedies or damages. The Seller warrants that the goods are not subject to any other legal consequences or penalties. The Seller warrants that the goods are not subject to any other legal risks or liabilities. The Seller warrants that the goods are not subject to any other legal uncertainties or ambiguities. The Seller warrants that the goods are not subject to any other legal complexities or difficulties. The Seller warrants that the goods are not subject to any other legal challenges or obstacles. The Seller warrants that the goods are not subject to any other legal hindrances or barriers. The Seller warrants that the goods are not subject to any other legal impediments or obstructions. The Seller warrants that the goods are not subject to any other legal constraints or limitations.

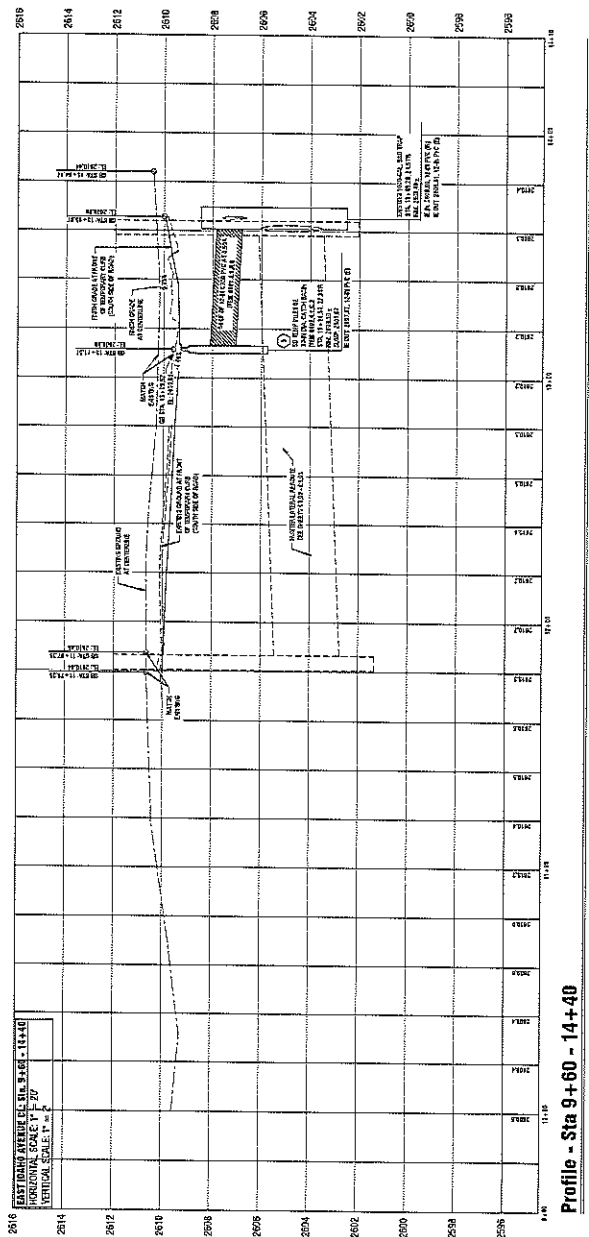
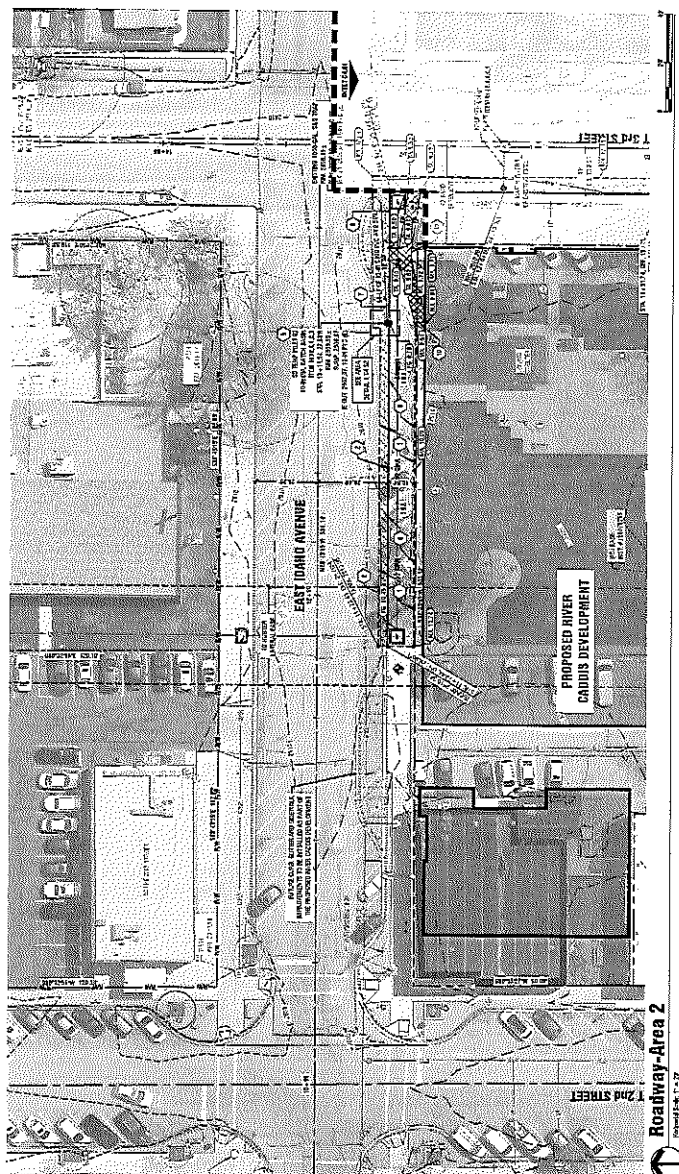
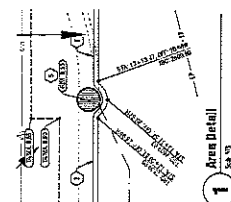
Hunter Lateral Relocation - Meridian Civic Block

2452 JOURNAL OF CLIMATE

City of Meridian

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C4.02



Profile - Sta 9+60 - 14+40

NAME SUR F - 2



AGENDA ITEM

ITEM TOPIC: Termination of Memorandum of Agreement Civic Block Development Proposal Between City of Meridian, Meridian Development Corporation, and Meridian Caddis, LLC



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Work Session Agenda

From: William L. M. Nary, City Attorney/Risk Manager **Meeting Date:** November 14, 2023

Topic: Termination of Memorandum of Agreement Civic Block Development Proposal

Recommended Council Action:

Terminate the Memorandum of Agreement Civic Block Development Proposal ("MOA").

Background:

The City, Meridian Caddis, LLC ("Meridian Caddis"), and the Meridian Development Corporation ("MDC") are parties to the MOA referenced above concerning The Civic Block and the Hunter Lateral. Pursuant to the first amendment to the MOA, the City agreed, under certain circumstances, to "move forward with the Hunter Lateral relocation project with funding from (Meridian Caddis), subject to the execution of [a] Funding Agreement" If a Funding Agreement is not in place by November 1, 2023, however, then any party may terminate the MOA.

The City and Meridian Caddis were unable to reach agreement on a Funding Agreement by November 1, 2023. Additionally, Meridian Caddis recently notified the City and MDC that it is unable to proceed with its original plans for The Civic Block due to changing economic conditions. Therefore, it is recommended that the City notify Meridian Caddis that it is exercising its right to terminate the MOA. If the City Council concurs, the City Attorney's Office will prepare a termination letter for the Mayor's signature.



AGENDA ITEM

ITEM TOPIC: Approval of Blanket Purchase Order #24-0081 to Ferguson Enterprises for FY24 Sensus Water Meters and Related Equipment for the Not-To-Exceed Budget Amount of \$1,084,949.00



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Keith Watts, Procurement Manager **Meeting Date:** November 14, 2023
Presenter: Consent **Estimated Time:** 0.00
Topic: Approval of Blanket Purchase Order #24-0081 to Ferguson Enterprises for FY24
Sensus Water Meters and Related Equipment for the Not-To-Exceed Budget Amount
of \$1,084,949.00.

Recommended Council Action:

Approval of Blanket Purchase Order.

Background:

This Purchase Order is issued in conjunction with the current Sole Source with Ferguson Enterprises.



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

Vendor Address:

FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)
FERGUSON WATERWORKS #1701
PO BOX 802817
CHICAGO, IL 60680-2817

Purchase Order

11/14/2022

24-0081

Attention: Dennis Teller

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

Shipping Address: City of Meridian
Water Department
2235 NW 8th
Meridian, ID 83646

Shipping Method: Truck

FOB: Destination Pre-Paid

Description	Unit	Quantity	Unit Price	Total
24-0081 Water Meters & Related Equipment FY24	Dollar	1.00	1,084,949.00	1,084,949.00

Purchase Order Total:

\$1,084,949.00

Purchasing

Manager: Keith Watts

Special Instructions

Water Meters & Related Equipment FY24 Per Executed Ferguson Sole Source dtd. 12/16/14, Letter and Council Approval
11/14/2023 Not-To-Exceed \$1,084,949.00 (60-3410-52450) Ticket# 103138



AGENDA ITEM

ITEM TOPIC: Approval of Sole Source for Backflow Assembly Device Testing by Pacific Backflow, LLC.



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Darren Brasseur **Meeting Date:** 11/14/2023
Presenter: N/A **Estimated Time:** N/A
Topic: Approval of Sole Source for Pacific Backflow, LLC

Recommended Council Action:

Approval of Sole Source for the purchased services of Backflow Assembly Device Testing from Pacific Backflow, LLC. It has been determined that competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

Background:

Pacific Backflow, LLC has historically been the sole vendor to submit a bid for this Testing.



AGENDA ITEM

ITEM TOPIC: Approval of Sole Source for Generator Maintenance and Repair, and Generator Load Testing Services by Power Systems West



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From:	Darren Brasseur	Meeting Date:	11/14/2023
Presenter:	N/A	Estimated Time:	N/A
Topic:	Approval of Sole Source for Power Systems West		

Recommended Council Action:

Approval of Sole Source for the purchased services of Generator Maintenance and Repair, and Generator Load Testing from Power Systems West. It has been determined that competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances including where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.

Background:

Power Systems West has historically been the sole vendor to submit a bid for these Generator Maintenance and Repair, and Generator Load Testing Services.



AGENDA ITEM

ITEM TOPIC: Public Hearing for Proposed Winter/Spring 2024 Fee Schedule of the Meridian Parks and Recreation Department

**CITY OF MERIDIAN
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN, pursuant to the ordinances of the City of Meridian and the laws of the State of Idaho, that the City Council of the City of Meridian will hold a public hearing at **4:30 p.m. on Tuesday, November 14, 2023**, at Meridian City Hall, 33 East Broadway Avenue, Meridian, Idaho, regarding proposed new and amended fees as set forth below. Further information is available at the Parks & Recreation Department at Meridian City Hall, 33 East Broadway Avenue, Meridian, Idaho. Any and all interested persons shall be heard at the public hearing. Written testimony is welcome; written materials should be submitted to the City Clerk. All testimony and materials presented shall become property of the City of Meridian. For auditory, visual, or language accommodations, please contact the City Clerk's Office at (208) 888-4433 at least 48 hours prior to the public hearing. Proposed new or amended fees:

EXHIBIT A

<u>2024 Winter/Spring Activity Guide Class Fees:</u>	
Motions Dance/Tumbling	\$15 - \$20
Starting New at Golf (SNAG)	\$80.00
Skyhawk Sports	\$69.00 - \$79.00
Amazing Athletes	\$78.00
Little Pallet Art Classes	\$25.00 - \$100.00
Martial Arts for All Ages, Beginning & Intermed. /Advanc.	\$45.00
Kendo: Japanese Fencing	\$70.00
Introduction to the Sport of Fencing	\$120.00
Belly Dance	\$60.00 - \$95.00
Bigfoot Cartooning & Anime Classes	\$18.00
Yoga	\$10.00 - \$70.00
Jazzercise	\$25.00 - \$150.00
Pickleball 101	\$80.00
Line Dancing	\$28.00 - \$120.00
Tuesday Social Dancing	\$40.00 - \$188.00
Digital Photography	\$75.00
Advanced Photography	\$75.00
Adult Day Trips	\$10.00 - \$100.00
Art Fun with Miss Laura	\$25.00 - \$50.00
Copperplate Calligraphy	\$80.00
Girls Fastpitch Softball Tournament Team Fee	\$542.45
Senior Night League Player Fee	\$80.91
Senior Night League between Memorial Day – July 1	\$70.75
Senior Night League After July 1	\$47.17
Senior Morning League Player Fee	\$61.32
Senior Morning League between Memorial Day – July 1	\$51.89
Senior Morning League after July 1	\$37.74
Senior Designated Substitute Player	\$80.91

Tennis/Pickleball Courts Hourly Reservation	\$4.72
Ballfield Prep Closet (per day, per site)	\$50.00
Ballfield Temporary Fencing (per field, per day)	\$50.00

DATED this 29th day of October, 2023.

Chris Johnson, CITY CLERK

PUBLISH on October 29 & November 5.



AGENDA ITEM

ITEM TOPIC: Resolution No. 23-2424: A Resolution Adopting the Winter/Spring 2024 Fee Schedule of the Meridian Parks and Recreation Department; Authorizing the Meridian Parks and Recreation Department to Collect Such Fees; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 23-2424

BY THE CITY COUNCIL:

BORTON, CAVENER, HOAGLUN,
OVERTON PERREAULT, STRADER

A RESOLUTION ADOPTING NEW FEES OF THE MERIDIAN PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MERIDIAN PARKS AND RECREATION DEPARTMENT TO COLLECT SUCH FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following publication of notice in the *Meridian Press* on October 29, 2023 & November 5, 2023, according to the requirements of Idaho Code section 63-1311A, on November 14, 2023 the City Council of the City of Meridian held a hearing on the adoption of proposed new fees of the Meridian Parks and Recreation Department, as set forth in *Exhibit A* hereto; and

WHEREAS, following such hearing, the City Council, by formal motion, did approve said proposed new fees of the Meridian Parks and Recreation Department;

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

Section 1. That the 2024 Winter/Spring Fee Schedule of the Meridian Parks and Recreation Department, as set forth in *Exhibit A* hereto, is hereby adopted.

Section 2. That the fees adopted for the 2024 Winter/Spring Activity Guide shall remain in effect as to those classes until such classes are concluded, at which point the fees set forth in *Exhibit A* hereto shall supersede any and all fees for the enumerated services previously adopted.

Section 3. That the Meridian Parks and Recreation Department is hereby authorized to implement and carry out the collection of said fees.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of the City of Meridian, Idaho, this 14th day of November 2023.

APPROVED by the Mayor of the City of Meridian, Idaho, this 14th day of November 2023.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

ADOPTION OF FEE SCHEDULE OF MERIDIAN PARKS & RECREATION DEPARTMENT

**CITY OF MERIDIAN
NOTICE OF PUBLIC HEARING**

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Ballfield Prep Closet (per day, per site)	\$50.00
Ballfield Temporary Fencing (per field, per day)	\$50.00

DATED this 29th day of October, 2023.

Chris Johnson, CITY CLERK

PUBLISH on October 29 & November 5.



AGENDA ITEM

ITEM **TOPIC:** Discussion of Proposed New Park Fees



Mayor Robert E. Simison

City Council Members:

Joe Borton
Liz Strader
Brad Hoaglund

John Overton
Jessica Perreault
Luke Cavener

November 6th, 2023

MEMORANDUM

TO: Mayor Robert Simison & Councilmembers

FROM: Garrett White, Recreation Manager, MPR Dept.

RE: New Proposed Park Fees

Background

The Parks & Recreation Department reviews department fees throughout the year to assure fees are aligning with the departments cost recovery philosophy. During the review in recent months, the Tennis-Pickleball Court Hourly Reservation fee of \$2.50 per hour per court was not covering costs associated with making a reservation. Along with this proposed increase, there are two new proposed fees. The new proposed fees will cover the costs of equipment, staff time associated with any repairs, and staff time associated with the reservation process. Below is an explanation of each of the new proposed fees along with the proposed increase;

- **Ballfield Prep Closet-** proposed fee of \$50 per day (\$53 after tax); This fee is proposed due to past requests from tournament organizers for field equipment and chalk for games and or tournaments. Due to the past requests and now that we have a tournament complex, we anticipate similar requests for future tournaments at Discovery Park. The closet will include bags of chalk, rakes, field drag, chalker, batter's box template, and a string line. The proposed fee of \$50 per day will pay for the replacement of chalk, equipment repairs, and ultimately equipment replacement when needed. The fee also accounts for staff time to inventory and stock the closet as needed.
- **Ballfield Temporary Fencing** - proposed fee of \$50 per field per day (\$53 after tax); Similar to the above proposal, temporary fencing has been requested in the past from tournament organizers or coaches trying to schedule games for youth and seniors. The proposed fee will pay for the installation, removal, repairs, and ultimately replacement when needed. Temporary fencing is typically used to bring the fence distance from Homeplate from 300' to 200' for youth or senior play.
- **Tennis-Pickleball Court Hourly Reservation Fee** – Proposed to increase from \$2.50 per hour (\$2.65 after tax) to \$4.72 per hour (\$5.00 after tax); The current fee of \$2.50 per hour has been in place for over 10 year now. With recent cost increases, it is proposed to increase this fee due to staff costs associated with reservation reporting and staff time it takes to update reservation boards onsite.

Proposal

To discuss and provide feedback on the three proposed fees. If Council is in favor of bringing these fees back for a public hearing, these fees will be brought back within a few weeks for discussion in a public hearing.



AGENDA ITEM

ITEM **TOPIC:** Solid Waste Program Recommended Changes to Bulky Items Pickup Program



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Workshop Agenda

From: Laurelei McVey, Public Works **Meeting Date:** November 14, 2023
Presenter: Laurelei McVey, Public Works **Est Time:** 15 Min
Topic: Solid Waste: Improvements to Bulky Item Pickup Program

The Public Works Department is recommending a change to improve the bulky item pickup process for our residents. Bulky items are items that are too large to fit in a standard curbside trashcan such as non-freon appliances, mattresses, chairs, and couches, just to name a few.

Currently the City offers two opportunities for residents to schedule to have these items picked up for free throughout the year. Once during Extra Trash Week (last week of December) and once during Spring Cleanup (first week in May after Trash or Treasure Event). Residents currently have to call and schedule these pickups in advance, but can have up to 7 large items removed for free. Additional bulky item pickups can be scheduled throughout other times of the year with Republic Services; however, it is at a cost to the resident.

Due to the growing success of these programs and the growing size of our community, there is now too much demand to efficiently manage these pickups during the one-week period. Public Works staff worked with Republic Services to evaluate and propose a program enhancement.

Under the new program, every year each resident will be given 10 free bulky item pickups to be scheduled with Republic Services anytime throughout the year. This will add flexibility and convenience for our residents. The year-round bulky item pickup program will replace the Extra Trash Week and the Spring Cleanup week. However, this program change will not impact other events like Trash or Treasure, Christmas Tree Recycling, and Rake Up the Fall which will still occur and offer residents additional free opportunities to divert these items from the normal trash stream.

This program change will not result in a cost increase to the City from Republic Services.

Questions related to this agreement should be directed to Laurelei McVey, Public Works, lmcvey@meridiancity.org, 208-985-1259.



AGENDA ITEM

ITEM TOPIC: Resolution 23-2425: A Resolution Accepting the Donations of Services and Programming Offered by Republic Services of Idaho: Updating Republic Services' Address for Notice Under the Solid Waste Collection and Disposal Services Franchise Agreement; Superseding Sections 2 and 3 of Resolution 12-844, as well as Exhibit A and the Addendum Thereto; and Providing an Effective Date

BY THE CITY COUNCIL:

BORTON, CAVENER, HOAGLUN,
OVERTON, PERRAULT, STRADER

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, ACCEPTING THE DONATIONS OF SERVICES AND PROGRAMMING OFFERED BY REPUBLIC SERVICES OF IDAHO; UPDATING REPUBLIC SERVICES' ADDRESS FOR NOTICE UNDER THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES FRANCHISE AGREEMENT; SUPERSEDING SECTIONS 2 AND 3 OF RESOLUTION NO. 12-844, AS WELL AS EXHIBIT A AND THE ADDENDUM THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by sections 1 and 4 of City of Meridian Resolution no. 12-844, and pursuant to Article 15 of the Solid Waste Collection and Disposal Services Franchise Agreement, executed by the City on January 18, 2000, via Resolution no. 285 ("Franchise Agreement"), the City accepted the assignment of the Franchise Agreement to Republic Services of Idaho ("Republic Services"), and since April 1, 2012, Republic Services has operated a solid waste collection and disposal service in Meridian pursuant to the Franchise Agreement;

WHEREAS, since April 1, 2012, Republic Services has partnered with the City to provide donated services and programming for the benefit of the community, including those enumerated in section 2 of City of Meridian Resolution no. 12-844 and the exhibit and addendum thereto, and the City and Republic Services seeks to renew and update the list of services and programming donated to or provided in partnership with the City;

WHEREAS, the City Council of the City of Meridian finds that Republic Services' contributions of services and programming over the years have enhanced the Meridian community's quality of life, provided educational opportunities for our citizens, and contributed to making Meridian a premier place to live, work, and raise a family;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:

Section 1. That the City gratefully accepts and appreciates the donations and spirit of partnership extended by Republic Services to date, and acknowledges Republic Services' commitment to continuing to perform under the terms and conditions of the Franchise Agreement provide the donated services and programs listed in *Exhibit A* hereto.

Section 2. That the City shall direct any future notice under the Franchise Agreement to:

Republic Services of Idaho
11101 W Executive Drive
Boise, ID 83713
208-685-7753

Section 3. That this Resolution shall supersede sections 2 and 3 of Resolution no. 12-844, as well as Exhibit A and the Addendum thereto.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of the City of Meridian, Idaho, this 14th day of November, 2023.

APPROVED by the Mayor of the City of Meridian, Idaho, this 14th day of November, 2023.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

By: _____
Chris Johnson, City Clerk

EXHIBIT A: DONATED SERVICES AND PROGRAMS

Service Type	Location Name	Address
Public Trash & Recycling Collection Service:	Meridian Downtown Trash and Recycling Street Cans	Meridian Downtown Corridor
Trash & Recycling Service for City Owned Facilities & Land:	Meridian Chamber of Commerce	215 E Franklin Rd, Meridian
	Meridian Water Department	2235 NW 8th St, Meridian
	Meridian Waste Water Plant	3401 N Ten Mile Rd, Meridian
	Meridian City Hall	33 E Broadway Ave, Meridian
	Meridian Parks Maintenance Facility	1700 E Lanark St, Meridian
	Meridian Community Pool	213 E Franklin Rd, Meridian
	Lakeview Golf Course	4200 W Talamore Blvd, #1, Meridian
	Meridian Homecourt	936 Taylor Ave, Ste. 104, Meridian
	Meridian Community Center	201 E Idaho Ave, Meridian
	Meridian Fire Safety Center	1901 E Leigh Field Dr, Meridian
Trash & Recycling Service for City Parks:	All Meridian City Parks	N/A
Trash & Recycling Service for City Fire Stations and Police Buildings:	All Meridian City Fire Stations and Police Buildings	N/A
Trash & Recycling Service for Legacy Non-Profits:	Boys & Girls Club of Ada County	911 N Meridian Rd, Meridian
	Meridian Lions Club Rodeo	6054 W Cherry Ln, Meridian
	Meridian Fire Dept. Salmon Feed BBQ	Kleiner Park
	Dairy Days	Storey Park and Parade Route
	Meridian Optimist Christmas Tree Lot	335 S Main St, Meridian

Programs:

1. Recycling Revenue Funds
2. Household Hazardous Waste Collection Program
3. Christmas Tree Collection - First full week of January after January 1st, collect Christmas trees placed at curbside from residential households.
4. Bulky Item Collection – Residential households will receive 10 free bulky item curbside pickups per calendar year. Appliances containing Freon™ are not included in this free service.
5. Fall Leaf Collection - Minimum 3 weeks of curbside and drop off leaf collection intended for residential households.
6. Reports - Monthly, quarterly, and annual reports sent to the City.
7. Sharps Container Program - Free container and drop off disposal (this program is dependent on available vendor).
8. Curbside Motor Oil Collection – Collection from residential households. Limit of 2 gallons per week.
9. Collection of Illegally Discard Solid Waste - Republic Services will work with Meridian Code Enforcement to collect illegally dumped solid waste on public lands.
10. Bio-solids Hauling Special Program
11. Solid Waste Containers - Maintain quality of residential and commercial solid waste containers.
12. Solid Waste Advisory Commission- Dedicated ex officio member.



AGENDA ITEM

ITEM TOPIC: Fiscal Year 2024 Budget Amendment in the Amount of \$800,970.00 for the Hunter Lateral Relocation Project

City of Meridian FY2024 Budget Amendment Form

Personnel Costs

Full Time Equivalent (FTE): -

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840	41200	11404	Wages	
01	1840	41206	11404	PT/Seasonal Wages	
01	1840	41210	11404	Overtime	
01	1840	41304	11404	Uniform Allowance	
01	1840	42021	11404	FICA	\$ -
01	1840	42022	11404	PERSI	\$ -
01	1840	42024	11404	Worker's Comp	\$ -
01	1840	42025	11404	Employee Insurance	\$ -
Total Personnel Costs					\$ -

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1840	80150	11404	Development Expense	\$ 800,970		\$ 800,970
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
01	1840		11404				\$ -
Total Operating Expenditures					\$ 800,970	\$ -	\$ 800,970

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840		11404		
01	1840		11404		
01	1840		11404		
01	1840		11404		
01	1840		11404		
01	1840		11404		
Total Capital Outlay					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840		11404		
01	1840		11404		
01	1840		11404		
Total Revenue/Donations					\$ -



Please only complete the fields highlighted in Orange.

Amendment Details

Title: Hunter Lat. Relocation - NE 3rd, Broadway to Idaho
 Department Name: Other Government
 Presenting Department Name: Other Government
 Department #: 1840
 Primary Funding Source: 1
 CIP#:
 Project #: 11404

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

Clerks Office Stamp

Date of Council Approval

Acknowledgement

Date

L. Muly 11/8/2023
 Department Director

REVIEWED
 By Todd Lavole at 3:30 pm, Nov 08, 2023

jfields 11.8.23

Chief Financial Officer

B. Hoyle 11/9/23
 Council Liaison

Approved Robert Simison via email 11.9.23

Mayor

Total Amendment Request \$ 800,970

City of Meridian FY2024 Budget Amendment Form

Total Amendment Cost - Lifetime

	Prior Year(s) Funding	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Department Name: <u>Other Government</u> Title: Hunter Lat. Relocation - NE 3rd, Broadway to Idaho
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments: > Department will send Amendment with Directors signature to Finance (Budget Manager) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Manager)
Operating		\$ 800,970	\$ -	\$ -	\$ -	\$ -	
Capital	\$ -	\$ -					
Total	\$ -	\$ 800,970	\$ -	\$ -	\$ -	\$ -	
Total Estimated Project Cost: \$ 800,970							

Evaluation Questions

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

1. Describe what is being requested?	
This will replace the no cost budget amendment that was approved on 8/22/2023. Meridian Caddis, LLC did not move forward with the Funding Agreement. The City needs to reimburse them for the architectural and civil engineering drawings per the amended Memorandum of Agreement. The City would like to move ahead with this project. We will be paying for the construction and the design engineer's services during construction.	
2. Why was this budget request not submitted during the current fiscal year budget cycle?	
The original plan was to have the developer (Meridian Caddis), who was going to construct the redevelopment project, do the work and pay for the relocation of the lateral. However, the City will now perform the role of managing the project, and paying the contractor directly.	
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?	
This project is ready to be constructed this winter. Waiting for the normal budget cycle would not provide the upgrades in a timely manner and would incur the additional time and expense to re-bid the project. We recieved one favorable bid for this project and risk losing it if we wait.	
4. Describe the proposed method of funding? If funding is split between Funds (i.e. .General ,Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.	
This project will be funded entirely from the General Fund.	
5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?	
This aligns with the City's strategic plan to facilitate redevelopment of the downtown area.	
6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.	
Yes. Public Works will manage the project. MDC will be responsible for the maintenance of the relocated portion of the Hunter Lateral. The City will take over those responsibilities once the Urban Renewal District sunsets. A City department will need to handle this in the future.	
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)	No
8. Is the amendment going to result in the disposal of an asset? (Yes or No)	No
9. Any additional comments?	

Total Amendment Request \$ 800,970

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



Mayor Robert E. Simison

City Council Members:

Joe Borton
Liz Strader
Brad Hoaglund

John Overton
Jessica Perreault
Luke Cavener

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

FROM: Jared Hale
Engineering Project Manager

DATE: 11/7/2023

**SUBJECT: BUDGET AMENDMENT IN THE AMOUNT OF \$800,970 FOR THE
HUNTER RELOCATION PROJECT**

REQUESTED COUNCIL DATE: 11/14/2023

I. RECOMMENDED ACTION

A. Move to:

1. Approve the Hunter Lateral Relocation Budget Amendment for \$800,970.
2. Authorize the Mayor to sign the amendment

II. DEPARTMENT CONTACT PERSONS

Jared Hale, Engineering Project Manager	208-489-0370
Clint Dolsby – Assistant City Engineer	208-489-0341
Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Director of Public Works	208-489-0365

III. DESCRIPTION

A. Background

The Meridian Development Corporation (MDC) in cooperation with the City issued a Request for Proposals (RFP) seeking proposals from interested parties for the redevelopment of the Civic Block property containing parcels owned by MDC and the City. River Caddis Development, LLC submitted a proposal and was

selected by MDC and the City subject to certain contingencies and entered into a Memorandum of Agreement. The City and MDC since amended the agreement to have the City manage construction of the Hunter Lateral Relocation and be reimbursed by the developer.

B. Reason for Amendment

River Caddis Development, LLC has chosen to not move forward with the project. Due to the favorable construction bid and the work eventually needing to be performed in the future, the City and MDC propose to move ahead with the relocation work. This amendment will replace the no-cost budget amendment that was approved on 8/22/2023. Meridian City will be paying for the construction and the design engineer's services during construction and the City will reimburse River Caddis for the architectural and civil engineering drawings per the amended Memorandum of Agreement.

IV. IMPACT

A. Strategic Impact:

This aligns with the City's strategic plan to facilitate redevelopment of the downtown area by making the Civic Block more attractive to redevelop.

C. Fiscal Impact:

Project Costs:

Fiscal Year 2024		
River Caddis Reimbursement		\$92,016.97
Construction Contract		\$617,502.99
Services During Construction		\$14,000
Historic Street Lights Reinstallation		\$13,000
Contingency		\$64,450.04
	Total Project Cost	\$800,970

V. ALTERNATIVES

MDC and the City could reject the current bid and issue another Request for Proposals to a new round of applicants. If this course is taken the project could potentially cost more and some sunk costs would be incurred.

VI. **TIME CONSTRAINTS**

Nampa-Meridian Irrigation District only allows construction on their facilities between November and March. Waiting to approve this budget amendment risks missing the construction window. It also risks the City losing a favorable bid for this project.

VII. **LIST OF ATTACHMENTS**

Memorandum of Agreement (MOA) between River Caddis, MDC, and the City
Amendment to the MOA between River Caddis, MDC, and the City
Hunter Lateral Relocation Bid Results



11/8/2023

Approved for Council Agenda: _____



AGENDA ITEM

ITEM TOPIC: Approval of Construction Contract to LaRiviere, Inc.. for the Hunter Lateral Relocation – NE 3rd Street, Broadway to Idaho project for the Not-To-Exceed amount of \$617,502.00



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Keith Watts **Meeting Date:** 11/14/2023
Presenter: N/A **Estimated Time:** N/A
Topic: Approval of Construction Contract to LaRiviere, Inc.. for the Hunter Lateral Relocation – NE 3rd Street, Broadway to Idaho project for the Not-To-Exceed amount of \$617,502.00.

Recommended Council Action:

Approval of Construction Contract to LaRiviere, Inc. for the Hunter Lateral Relocation – NE 3rd Street, Broadway to Idaho project for the Not-To-Exceed amount of \$617,502.00 and resulting Purchase Order and authorize the Procurement Manager to sign.

Background:

This contract is the result of Formal Bid #MYR-2328-11404. Three (3) bids were received.

**CONTRACT FOR PUBLIC WORKS CONSTRUCTION
HUNTER LATERAL RELOCATION – NE 3rd
STREET, BROADWAY TO IDAHO
PROJECT # 11404**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION is made this 14th day of November, 2023, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, **LaRiviere, Inc.** hereinafter referred to as "CONTRACTOR", whose business address is 17564 N. Dylan St., Rathdrum ID, 83858 and whose Public Works Contractor License # is PWC-C-17425.

INTRODUCTION

Whereas, the City has a need for services involving Irrigation Pipe Construction;
and

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

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

TERMS AND CONDITIONS

1. Scope of Work:

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

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the City shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the City reserves a royalty-free, 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 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

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

2. Consideration

2.1 The Contractor shall be compensated on a Not-To-Exceed basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof for the Not-To-Exceed amount of **\$617,502.99**.

2.2 The Contractor shall provide the City with a monthly statement and supporting invoices, as the work warrants, of fees earned and costs 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 Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor.

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

3. Term:

3.1 This agreement shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, (b) or unless sooner terminated as provided in Sections 3.2, 3.3, and Section 4 below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should Contractor 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 Contractor.

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

4. Liquidated Damages:

Substantial Completion shall be accomplished within 60 (sixty) calendar days from Notice to Proceed. This project shall be considered Substantially Complete when the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work, corrections or repairs remain for the physical completion of the total contract. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$500.00 (five hundred dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

Upon receipt of a Notice to Proceed, the Contractor shall have 90 (Ninety) calendar days to complete the work as described herein. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$500.00 (Five Hundred Dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty. See Milestones listed in the Payment Schedule for Substantial Completion.

5. Termination:

5.1 If, through any cause, Contractor, its officers, employees, or agents fail 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 City determines that termination of this Agreement is in the best interest of City, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Contractor may terminate this agreement at any time by giving at least 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 Contractor under this Agreement shall, at the option of the City, become its property, and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily complete

hereunder.

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

6. Independent Contractor:

6.1 In all matters pertaining to this agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor will be deemed an employee of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

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

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

7. Sub-Contractors:

Contractor shall require that all of its sub-contractors be licensed per State of Idaho Statute # 54-1901.

8. Removal of Unsatisfactory Employees:

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

9. Indemnification and Insurance:

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

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

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

9.4 To the extent of the indemnity in this contract, Contractor's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of

the Contractor's insurance and shall not contribute with Contractor's insurance except as to the extent of City's negligence.

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

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

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

10. 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.

11. Bonds:

Payment and Performance Bonds are required on all Public Works Improvement Projects per the ISPWC and the City of Meridian Supplemental Specifications & Drawings to the ISPWC, which by this reference are made a part hereof. Contractor is required to furnish faithful performance and payment bonds in the amount of 100% of the contract price issued by surety licensed to do business in the State of Idaho with a Best's rating of no less than A-. In the event that the contract is subsequently terminated for failure to perform, the contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

12. Warranty:

All construction and equipment provided under this agreement shall be warranted for 2 years from the date of the City of Meridian acceptance per the ISPWC and the Meridian Supplemental Specifications & Drawings to the ISPWC and any modifications, which by this reference are made a part hereof.

All items found to be defective during a warranty inspection and subsequently corrected will require an additional two (2) year warranty from the date of City's acceptance of the corrected work.

13. Changes:

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and

between the City and Contractor, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.

14. Taxes:

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

15. Meridian Stormwater Specifications:

All construction projects require either a Storm Water Pollution Prevention Plan (SWPPP) or an erosion sediment control plan (ESCP) as specified in the City of Meridian Construction Stormwater Management Program (CSWMP) manual. The CSWMP manual containing the procedures and guidelines can be found at this address: <http://www.meridiancity.org/environmental.aspx?id=13618>.

Contractor shall retain all stormwater and erosion control documentation generated on site during construction including the SWPPP manual, field inspections and amendments. Prior to final acceptance of the job by the City the contractor shall return the field SWPPP manual and field inspection documents to the City for review. A completed Contractor Request to File Project N.O.T. with the EPA form shall be provided to the City with the documents. These documents shall be retained, reviewed and approved by the City prior to final acceptance of the project.

16. ACHD:

Contractor shall be responsible for coordinating with the City to obtain appropriate ACHD permit(s) and will reimburse the City for fees, fines, or penalties City incurs due to Contractor's violation of any ACHD policy. City shall certify to ACHD that Contractor is authorized to obtain a Temporary Highway and Right-of-Way Use Permit from ACHD on City's behalf. The parties acknowledge and agree that the scope of the agency granted by such certification is limited to, and conterminous with, the term and scope of this Agreement.

17. Reports and Information:

17.1 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.

17.2 Contractor shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every

other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

18. 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 Contractor's records with respect to all matters covered by this Agreement. Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

19. 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.

20. Equal Employment Opportunity:

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

21. Employment of Bona Fide Idaho Residents:

Contractor must comply with Idaho State Statute 44-1002 which states that the Contractor employ ninety-five percent (95%) bona fide Idaho residents.

22. 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.

23. 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.

24. 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.

25. Waiver of Default:

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

26. 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.

27. Assignment:

It is expressly agreed and understood by the parties hereto, that Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.

28. Payment Request:

Payment requests shall be submitted to City of Meridian through the City's project management software. The Project Manager will compare the invoice against the Payment Schedule in the Agreement for compliance. Upon approval that the work has been done and is in compliance with the Agreement, the Project Manager will approve the pay request for processing. City of Meridian payment terms are Net 30 from the date City receives a correct invoice. Final payment will not be released until the City has received a tax release from the Tax Commission. Retainage of five percent (5%) of the current contract value will be withheld from the final pay application(s) until final completion has been met and releases from both the Idaho Tax Commission and Surety have been received by the City.

29. Cleanup:

Contractor shall keep the worksite clean and free from debris. At completion of work and prior to requesting final inspection, the Contractor shall remove all traces of waste materials and debris resulting from the work. Final payment will not be made if cleanup has not been performed.

30. Order of Precedence:

The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.

31. Compliance with Laws:

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

32. 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.

33. 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
208-489-0417

Contractor:

LaRiviere, Inc.
Attn: Allison Beard
17564 N. Dylan Ct.
Rathdrum, ID 83858
Phone: 208-683-2646
Email: allisonb@lariviere.com
Idaho Public Works License #: PWC-C-17425

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.

34. Approval Required:

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

CITY OF MERIDIAN:

BY: _____
KEITH WATTS, Procurement Manger

DATED: _____

Approved by Council Date: (if needed)

Project Manager

Jared Hale

LARIVIERE, INC.:

BY: _____
THOMAS LARIVIERE, President

DATED: _____

EXHIBIT A

SCOPE OF WORK

REFER TO INVITATION TO BID (MYR-2328-1104) ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS included in the Invitation to Bid Package, are by this reference made a part hereof.

SPECIFICATIONS / SCOPE OF WORK

All construction work shall be done in accordance with the current version of the Idaho Standards for Public Works Construction (ISPWC), the 2013 City of Meridian Supplemental Specifications to the ISPWC (and any Addendums).

See separate attached documents:

- Construction Plans – HUNTER LATERAL RELOCATION MERIDIAN CIVIC BLOCK (12 pages)

EXHIBIT B

MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$617,502.99.

MILESTONE DATES/SCHEDULE					
Milestone 1		Substantial Completion	(60) Days from Notice to Proceed		
Milestone 2		Final Completion	(90) Days from Notice to Proceed		
PRICING SCHEDULE					
Contract includes furnishing all labor, materials, equipment and incidentals as required for the Project per ITB BID #MYR-2328-11404.					
NOT-TO-EXCEED AMOUNT.....\$617,502.99					
Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city. The City will pay the contractor based on actual quantities of each item of work in accordance with the contract documents.					
Contract Pricing Schedule					
Item No.	ISPWC Item Number	Description	Quantity	Unit	Unit Price
1	2010.4.1.A.1	Mobilization	1	LS	\$68,507.84
2	1103.4.1.A.1	Construction Traffic Control	1	LS	\$8,991.23
3	SP 20013	Construction Survey & Staking	1	LS	\$5,451.08
4	1001.4.1.A.1	SWPPP / Erosion Control	1	LS	\$8,319.89
5	0201.4.1.C.1	Removal of Obstructions	1	LS	\$18,950.22
6	0201.4.1.D.1	Removal of Concrete/Asphalt	1027	SY	\$55.49
7	0201.4.1.D.2	Removal of Landscape/Irrigation	308	SY	\$42.15
8	0201.4.1.E.1	Removal of Curb & Gutter	556	LF	\$7.98
9	0201.4.1.E.2	Removal of Storm Drain	115	LF	\$17.92
10	0202.4.5.A.1	Unsuitable Material Excavation (allowance)	300	CY	\$50.84
11	0401.4.1.A.1	Water Main with Sleeve - Size 10"	25	LF	\$695.78
12	0601.4.1.A.5	Storm Drain Pipe - Size 12" C-900 PVC	54	LF	\$115.87
13	0602.4.1.A.1	Gravity Irrigation pipe - Size 30" HDPE	529	LF	\$472.02
14	0602.4.1.C.1	Storm Drain Catch Manhole - Size	1	EA	\$4,479.57

		48"			
15	0602.4.1.C.2	Storm Drain Catch Basin - Size 30"	3	EA	\$2,762.62
16	0602.4.1.M.1	Cast-in-Place Irrigation Box - Size 11'x6'	1	EA	\$23,723.35
17	0602.4.1.M.2	Cast-in-Place Irrigation Box - Size 6'x6'	3	EA	\$15,085.78
18	0706.4.1.G.1	Concrete Repair	17	SY	\$181.43
19	0810.4.1.A.3	Plant Mix Pavement, SP-3	444	SY	\$37.46
20	1135.01.01	Roadside Traffic Sign Installation (One Metal Post)	1	EA	\$659.36
21	1135.01.06	Remove and Salvage Roadside Sign	1	EA	\$713.30
22	2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	3	EA	\$659.36
23	SP 08112	Temporary Asphalt Curb, Size 6-in	510	LF	\$65.94
24	SP 20035	Remove & Salvage to Property Owner	1	LS	\$1,063.80
25	SSP 29067B	Repair Landscaping & Irrigation	50	SY	\$53.959