



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Hether Hill, Community Development **Meeting Date:** May 6, 2025
Presenter: Hether Hill **Estimated Time:**
Topic: Meridian Intersection and Pedestrian Safety (MIPS) – Project Updates

Recommended Council Action:

Approve the Interagency Agreement with ACHD and authorize the Mayor to sign the agreement.

Background:

As part of the FY2025 Budget, Council approved a funding request of \$500,000 to support the implementation of projects listed in the [2023 Meridian Intersection and Pedestrian Safety \(MIPS\) Task Force Report](#). Below is a list of projects that Council previously approved staff to move forward with, in coordination with ACHD, as part of project implementation. Separate from this agreement, staff is also moving forward with crosswalk projects on private property. The projects have been within the expected budget, most of which remains unspent. Efforts are being made to explore the other projects previously presented to Council.

1. Paint projects (crosswalks):

- Arrowwood / Ustick (x2)
- Black Cat / Moon Lake (x2)
- Linder / Divide Creek (x1)
- Meridian / Carlton (x2)
- Meridian / Director (x1)

2. Pedestrian ramp improvements and/or sidewalk repair (concrete work):

- Linder / Turtle Creek – pedestrian crossing adjacent to Tully Park
- Meridian / Autumn Park Lane – sidewalk repair

Attachments:

Interagency Agreement
Construction Drawings

INTERAGENCY AGREEMENT FOR:
MERIDIAN INTERSECTION & PEDESTRIAN SAFETY (MIPS) PROJECTS
CONCRETE PROJECTS
CROSSWALK PROJECTS

THIS INTERAGENCY AGREEMENT FOR MERIDIAN INTERSECTION & PEDESTRIAN SAFETY (MIPS) PROJECTS("Agreement") is made and entered into this __ day of _____, 2025, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("DISTRICT" or "ACHD"), and the CITY OF MERIDIAN, a municipal corporation organized under the laws of the State of Idaho ("MERIDIAN").

RECITALS

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

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

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

WHEREAS, DISTRICT and MERIDIAN desire to undertake a joint effort to construct sidewalk improvements on Linder Road at Tully Park and Meridian Road at Autumn Park Lane, and crosswalk improvements at multiple locations with the MERIDIAN INTERSECTION AND PEDESTRIAN SAFETY PROJECTS("Project");

WHEREAS, DISTRICT will provide design, construction, and maintenance on the Project utilizing the design plans for the Project, attached herein as **Exhibit "A"**;

WHEREAS, MERIDIAN will commit to providing project funds (Engineers Estimate of \$77,500) for the Project;

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

1. DISTRICT SHALL:

- a. Engineer design plans for the Project.
- b. Provide a copy of the winning bids prior to the distribution of funds.

- c. Be the party responsible for installing the Project pursuant to the terms of this Agreement; and
- d. Request a payment method via electronic funds transfer to the ACHD via ACH direct deposit.
- e. Upon completion of the Projects take on all maintenance responsibilities.

2. MERIDIAN SHALL:

- a. Provide funds (Engineers Estimate of \$77,500) for the total costs of the Project.

3. THE PARTIES HERETO FURTHER AGREE THAT:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- c. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- d. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- e. Any action at law, suit in equity, arbitration, or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- f. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs, and assigns of the respective parties hereto.
- g. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- h. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- i. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein.
- j. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under

them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

- k. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- l. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by DISTRICT and MERIDIAN.
- m. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- n. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- o. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- p. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- q. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.
- r. Time shall be of the essence for all events and obligations to be performed under this Agreement.

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

ADA COUNTY HIGHWAY DISTRICT	CITY OF MERIDIAN
By:	By:
Miranda Gold President, Board of Commissioners	Robert Simison Mayor

ATTEST:	ATTEST:
By:	By:
Ryan Head Director	Chris Johnson City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2025, before me, the undersigned, personally appeared MIRANDA GOLD, and RYAN HEAD President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said body.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2025, before me, the undersigned, personally appeared ROBERT SIMISON and CHRIS JOHNSON, Mayor and City Clerk respectively of the CITY OF MERIDIAN, a municipal corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

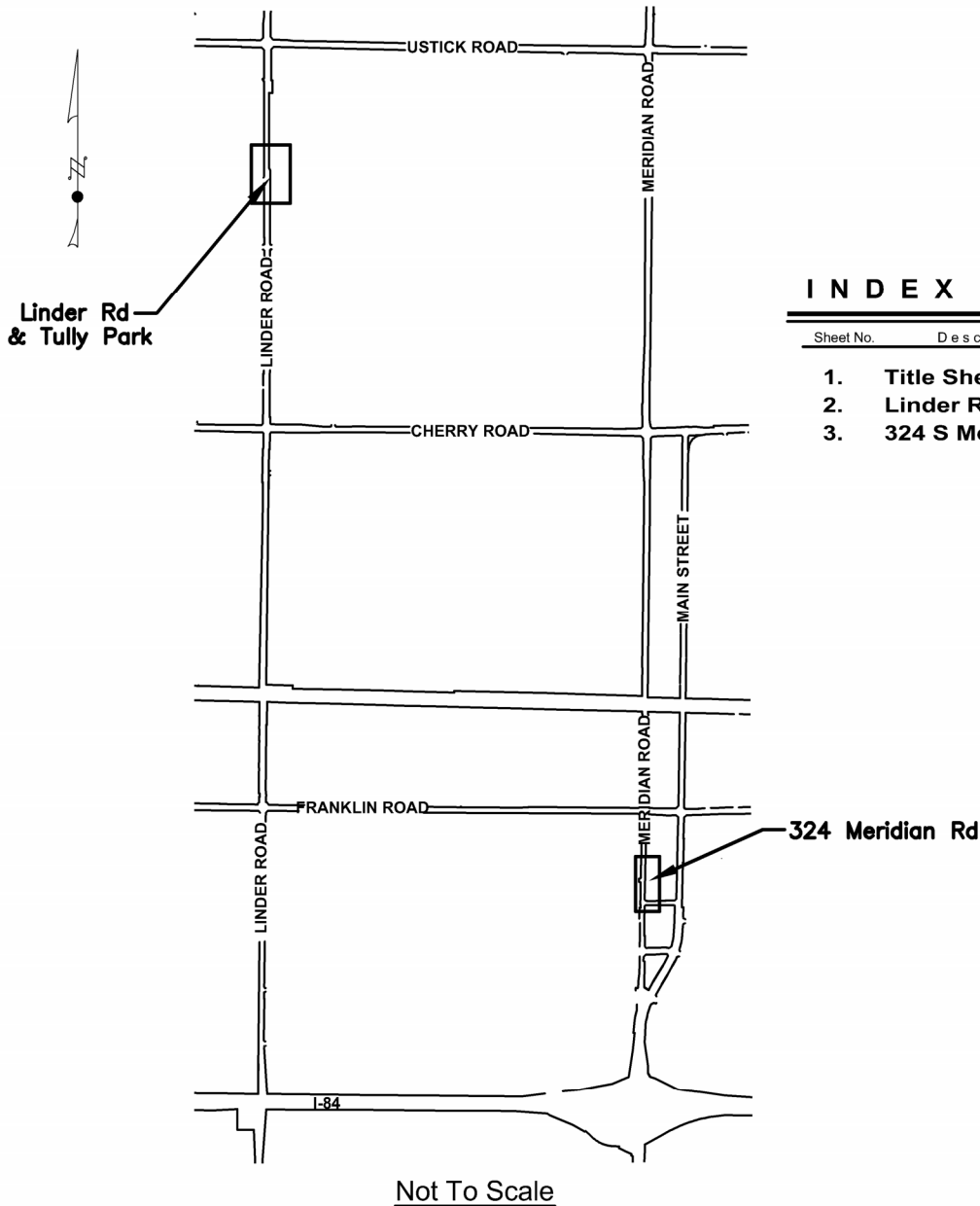
Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

EXHIBITS

Exhibit A – CONCRETE PROJECTS PLANS & CROSSWALK PROJECTS PLANS

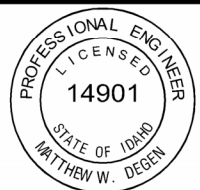
Vicinity Map

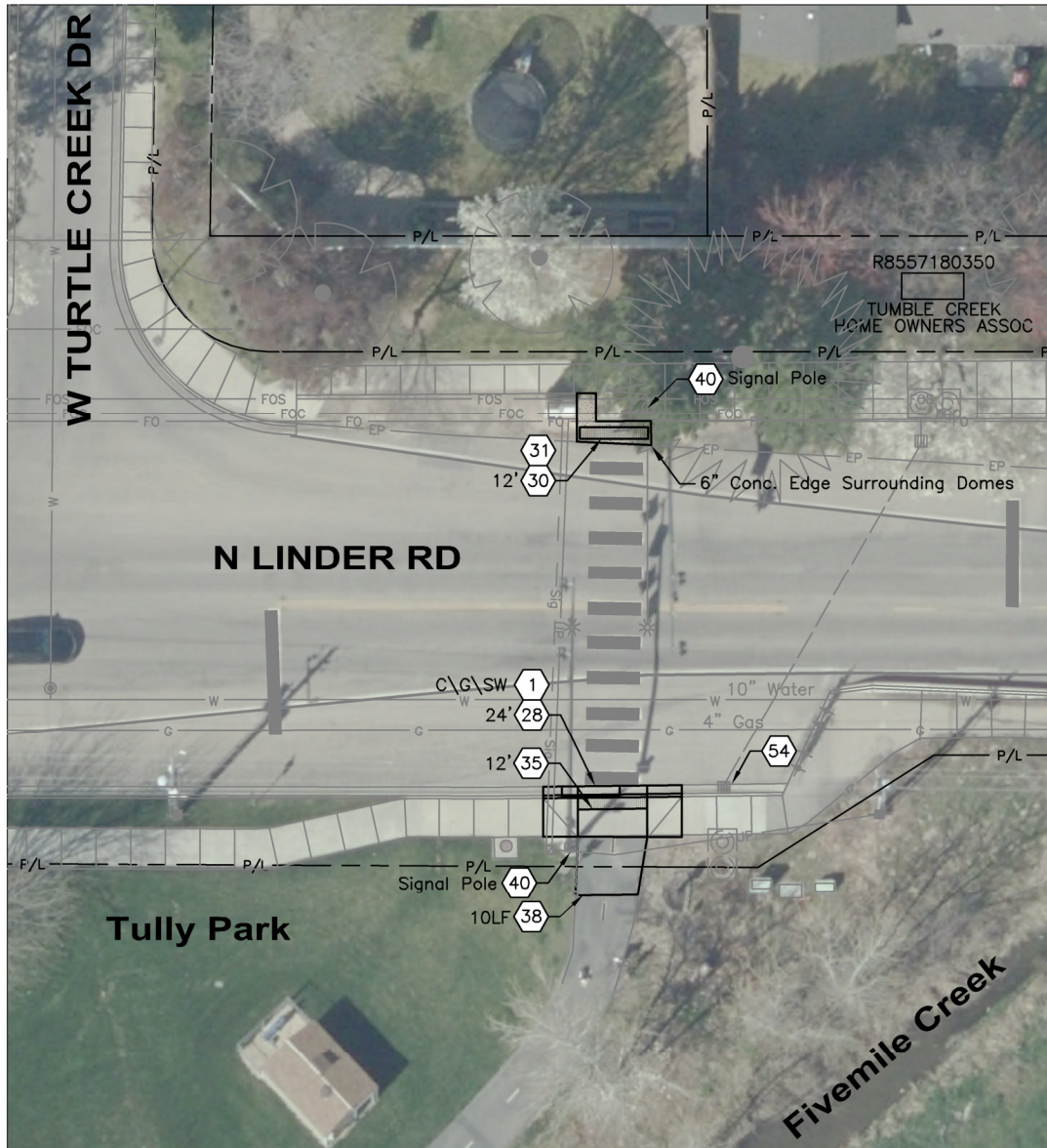
City Of Meridian FY2025



INDEX OF SHEETS

Sheet No.	Description
1.	Title Sheet & Vicinity Map
2.	Linder Rd & Tully Park Ped Crossing
3.	324 S Meridian Rd - Sidewalk Repair

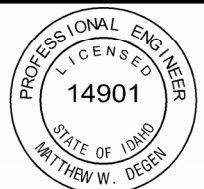


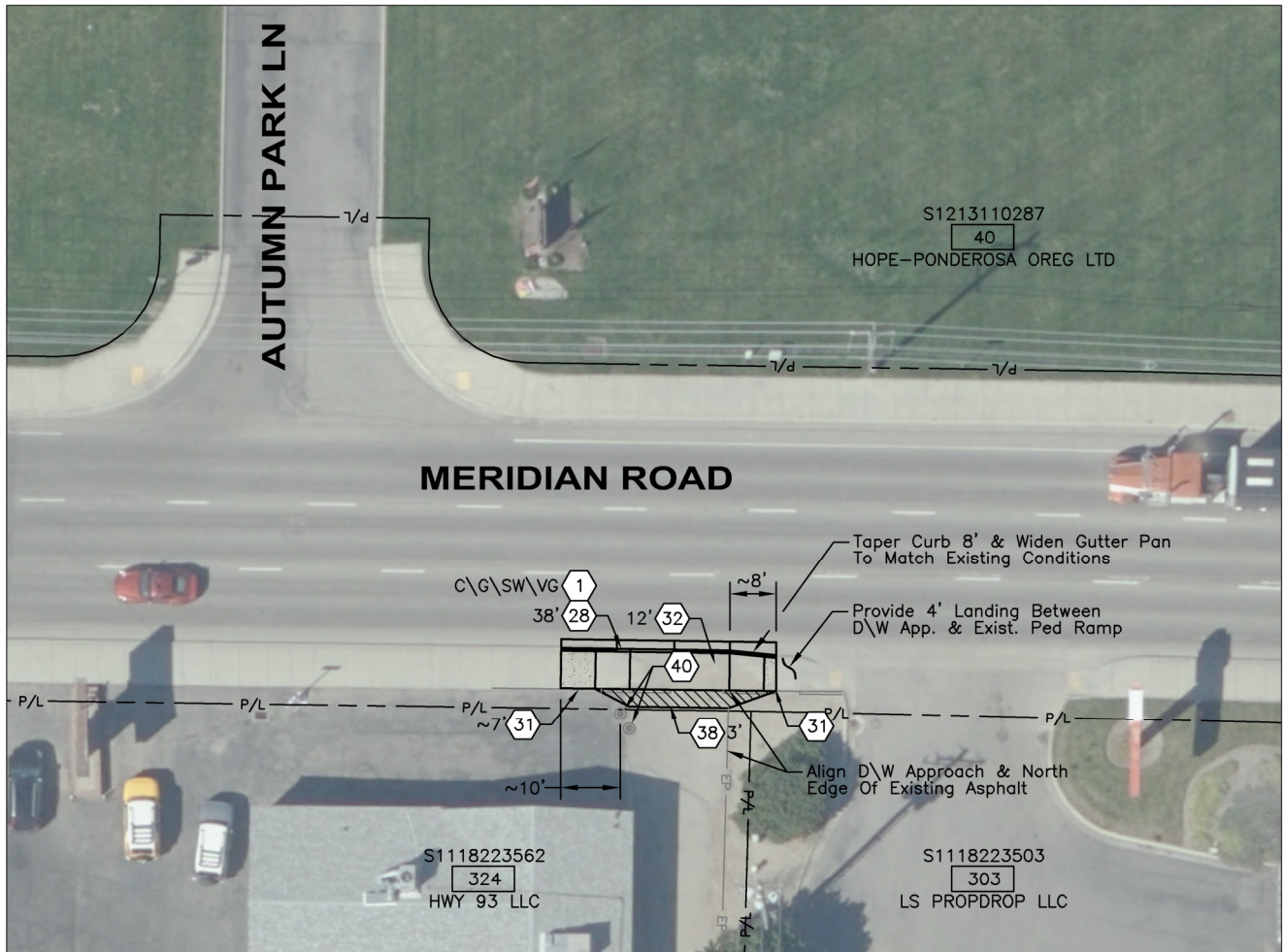


Plan View
N.T.S.

NOTES

- (1) Removal Of Obstructions, Item 201.4.1.C.1
- (28) Standard 6" Vertical Curb & Gutter, Item 706.4.1.A.5
- (30) Ped Ramp w/ Detectable Warning Domes, Type Modified, Item 706.4.1.H.1
(Modified - Flush Mounted - No Wings Or Ramp)
- (31) Concrete Sidewalks, Thickness 5", Item 706.4.1.E.1.5
- (35) Ped. Ramp w/ Detectable Warning Domes, Type G, Item 706.4.1.H.1.G.G
(No Curb At Back Of Ramp)
- (38) Asphalt Repair - Other, Item SSP 08125
- (40) Retain & Protect
- (54) Inlet Protection, Item 1006.4.1.C.1



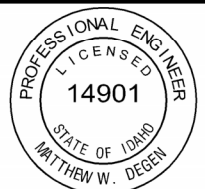


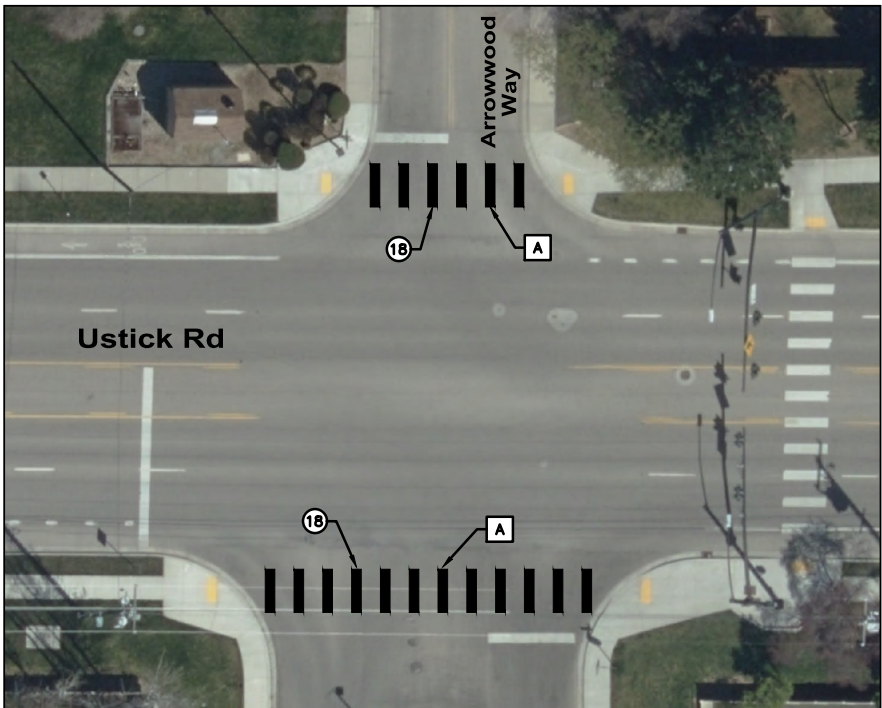
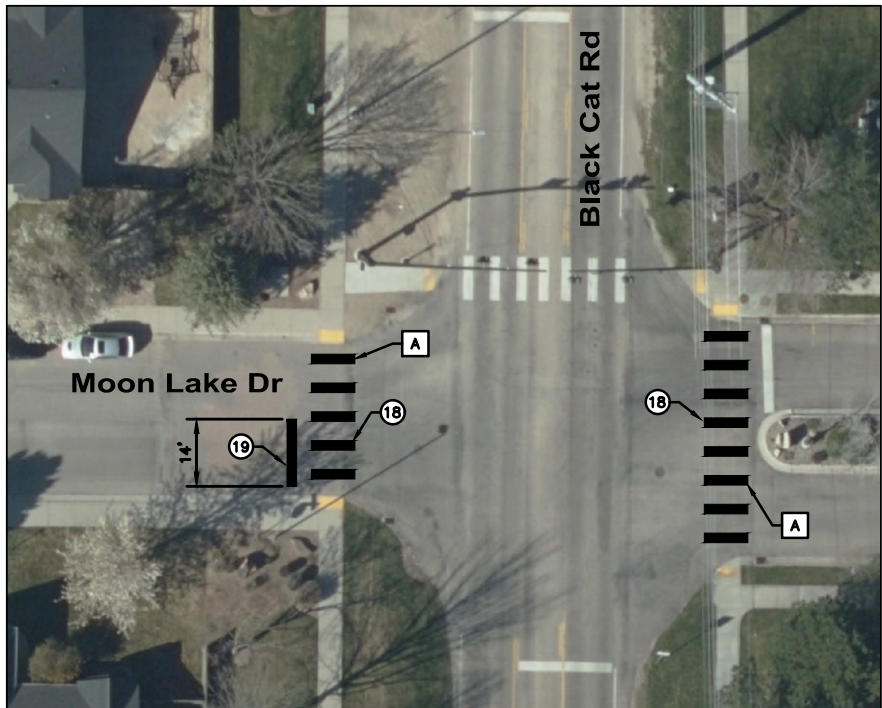
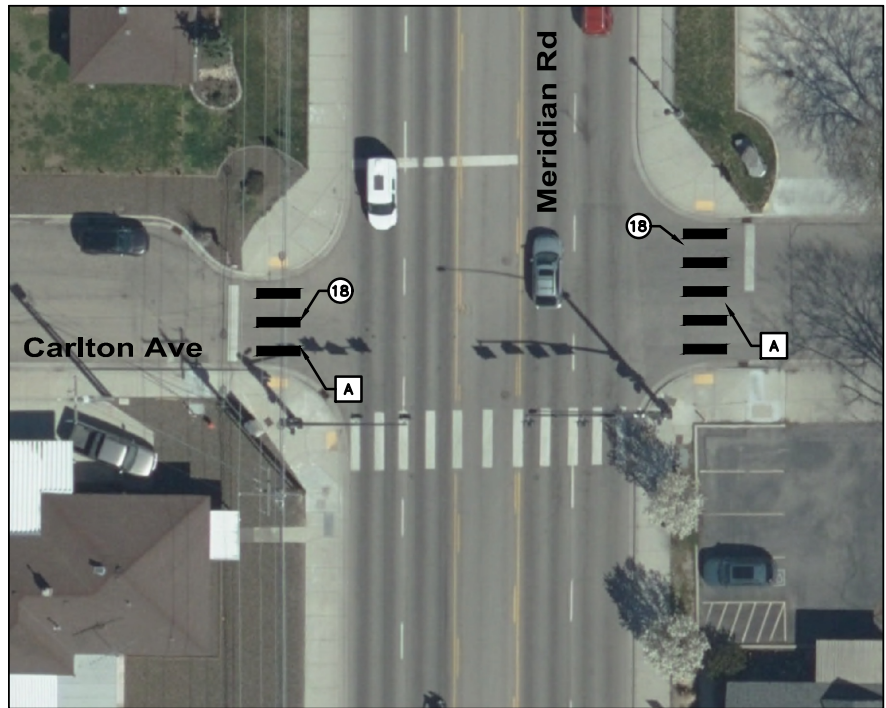
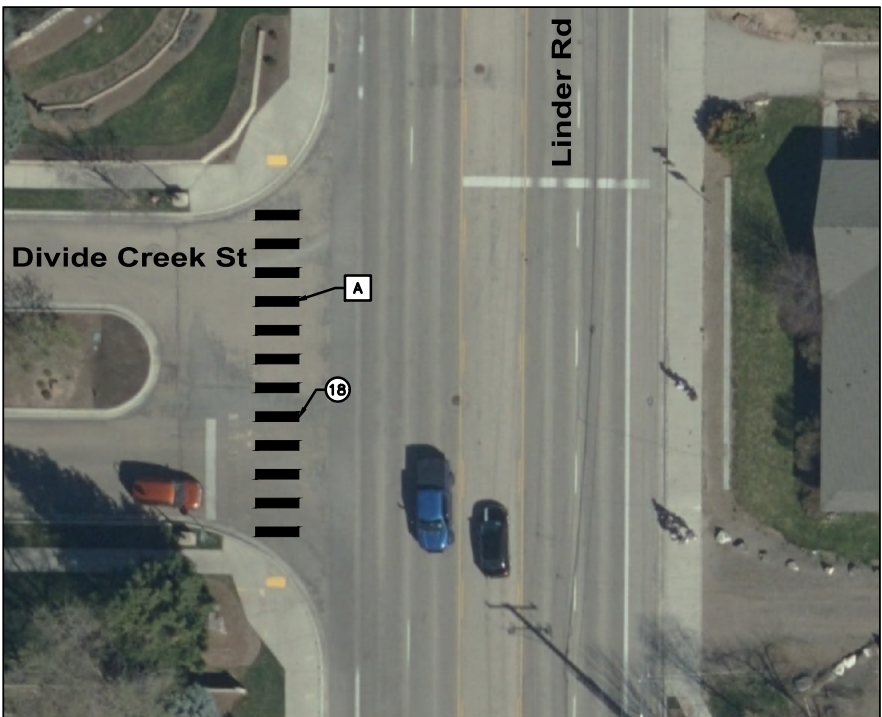
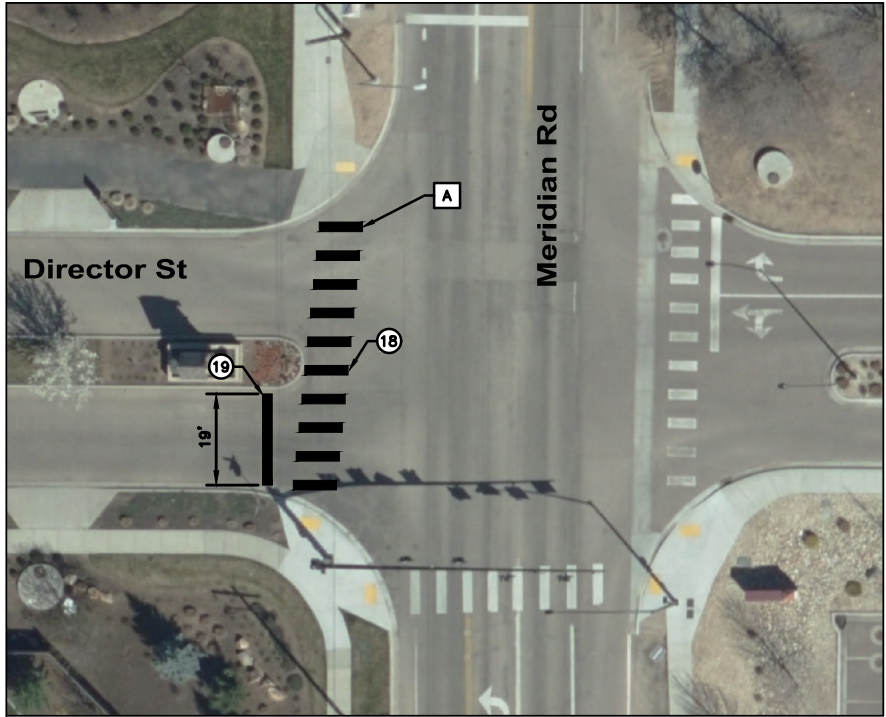
Plan View

N.T.S.

NOTES

- ① Removal Of Obstructions, Item 201.4.1.C.1
- ②⑧ Standard 6" Vertical Curb & Gutter, Item 706.4.1.A.5
- ③① Concrete Sidewalks, Thickness 5", Item 706.4.1.E.1.5
- ③② Concrete Driveway Approach, Item 706.4.1.F.1
(Ref. ISPMC Supplemental Drawing SD-710B)
- ③⑧ Asphalt Repair - Other, Item SSP 08125
- ④⑩ Retain & Protect





NOTES

1. All Traffic Control Devices Shall Conform to The Latest Edition of The Manual On Uniform Traffic Control Devices (MUTCD).
2. Refer to ACHD Standard Traffic Details For Construction Details and Installation Requirements.
3. All Existing Signs Not Specifically Called Out On The Plan Sheets Shall Remain In Place and, If Necessary, Be Appropriately Protected During Construction. Damaged or Destroyed Signs Shall Be Replaced At the Contractor's Expense.
4. For Applications On Concrete, Contrast Tape Shall Be Used For All Markings.
5. For Applications On Asphalt, Thermoplastic Material Shall Be Used For All Crosswalks, Arrows, Symbols, And Word Markings.

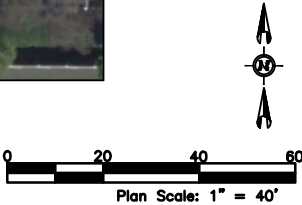
PAVEMENT MARKING LEGEND

Ref. ACHD Standard Traffic Details (TS Series) For Construction Details & Installation Requirements

- (18) 24" White w/4' Gap - 9' Crosswalk
- (19) 24" White - Stop Bar

CONSTRUCTION NOTES

A CROSSWALK MARKINGS TO BE INSTALLED ALONG THE CENTERLINE OF THE PEDESTRIAN RAMP - BARS INSTALLED PARALLEL TO THE DIRECTION OF TRAVEL. SEE ACHD TS-1112.10 FOR TYPICAL INSTALLATION.



Revisions:

Design By: J. Heath

Date: 4/10/2025

Drawn By: J. Heath

Date: 4/10/2025

Survey By:

Date: