

A Meeting of the Meridian City Council was called to order at 6:01 p.m. Tuesday, December 2, 2025, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Liz Strader, John Overton, Doug Taylor, Anne Little Roberts and Brian Whitlock.

Other Present: Chris Johnson, Bill Nary, Kurt Starman, Debbie Hoopes, Todd Lavoie, Warren Stewart, Keith Watts and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Brian Whitlock
<input checked="" type="checkbox"/> Anne Little Roberts	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Doug Taylor	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call this meeting to order. For the record it is December 2nd, 2025, at 6:01 p.m. We will begin tonight's regular City Council meeting with roll call attendance.

**PLEDGE OF ALLEGIANCE**

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

(Pledge of Allegiance recited.)

**COMMUNITY INVOCATION**

Simison: I do not see our community invocation here this evening.

**ADOPTION OF AGENDA**

Simison: So we will move on to adoption of the agenda.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: The only change that I'm going to make is we took care of our business in our Executive Session after our work session. So, I move we remove the Executive Session on our agenda and with that I move that we adopt the agenda as amended.

Strader: Second.

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

MOTION CARRIED: ALL AYES.

## **PUBLIC FORUM**

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

Johnson: Mr. Mayor, no one signed up.

## **RESOLUTIONS [Action Item]**

### **1. Resolution No. 25-2547: A Resolution Establishing the Appointment of Helen Muscolo to Seat 3 of the Meridian Parks and Recreation Commission; and Providing an Effective Date**

Simison: Okay. Then with that we will move on to Item 1, which is Resolution No. 25-2547. Ask the clerk to read this ordinance by title -- read this resolution by title.

Johnson: Thank you, Mr. Mayor. This is the resolution establishing the appointment of Helen Muscolo to Seat 3 of the Meridian Parks and Recreation Commission and providing an effective date.

Simison: Council, as normal process, sat down and did interviews for this opening on our Parks and Recreation Commission, along with the Commission President Dom Gelsomino and had a great dialogue. Met some great people interested in serving our community and Helen rose to the top of the list. There is actually some very unique things and it goes very much online with some of the conversations that we have been having about our Parks and Recreation Department. Helen actually comes from a professional background of being a vendor in parks and so I -- I think she has a very unique perspective on how to operate -- even the financial ability and what might be expected by people doing business in our parks. So, it -- it -- it seemed to be a kind of a match made in heaven from the ability to bring that conversation into our Parks and Recreation Department as we do talk about how we try to find ways to hit our revenue needs to provide great programming and recreational opportunities in our park. But she is also -- I can -- Bocce -- Bocce ball advocate. She has some very strong opinions about maybe some improvements that we could see to our Bocce playing facilities here in our community, but loves the fact that we actually have, you know, space to do that in Meridian. But she also is -- has a family member who you may recognize the last name, a family member who is already serving on one of our commissions, so we know that the service level is high within this family and so it's with that that I bring you Helen Muscolo to serve in this capacity. And be happy to answer any questions.

Whitlock: Mr. Mayor?

Simison: Councilman Whitlock.

Whitlock: No questions, but thank you for vetting good candidates and bringing good names forward for approval and with that I would move that we approve Resolution No. 25-2547 appointing Helen Muscolo to Seat 3 of the Meridian Parks and Recreation Commission.

Overton: Second.

Simison: Have a motion and a second to approve Resolution No. 25-2547. Is there any discussion?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just that I got to know Helen a little bit door knocking in my last campaign and have gotten to know her and I just think she will be excellent in that role.

Simison: Thank you. Okay. If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the resolution is agreed to.

MOTION CARRIED: ALL AYES.

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

### **2. Introduction of new Meridian Police Department Captain Shawn Sopoaga**

Simison: With that we will move on to Department Reports. Again turn this over to Chief Basterrechea to do the introduction of new Police Department Captain Shawn -- I'm going to have to work on this one. I will let the chief say the name, so I don't butcher it on the record.

Basterrechea: Mayor Simison, City -- Members of City Council, thank you for allowing me to introduce our newest member of my command staff Shawn Sopoaga. I may have chosen just because his name may confuse people more than mine, so takes a little bit of pressure off of me, so that's one plus for him. But Shawn brings extensive experience to policing and over the last several years I have had the opportunity to interact with him on a whole variety of different settings and have come to really admire him. He has earned my respect. He is a very strongly family-oriented man and he has earned my trust as well and so when it came time to select the latest captain, it's difficult to go outside of the organization and this is the first time that we have done that, but Shawn and I had been in discussions as far back as early March discussing the possibility of him coming over in this role. Had numerous conversations with him. Had the other two captains, Captain Stokes and Captain Leslie, meet with him as well over

the last several months and we came to a very clear consensus that while it's difficult to go outside of your organization I was not looking to just fill a role, I was looking for the right leader at the right time who wanted to do it for the right reasons and that's exactly who -- who Shawn is. He has shown from the very beginning patience for one and, like I say, we have been talking since March. He wasn't calling me, hounding me, wasn't -- I was the one initiating those conversations over the months. He was very very patient. But over that time he showed a deep desire to really drive our mission forward at the Meridian Police Department and showed a desire to make us better and, you know, I trust him completely. His integrity, dedication and his team first approach make him the ideal choice for this position and that's why I'm extremely excited to introduce Shawn to all of you and with that I will stand for any questions or better yet have Shawn come up and you can ask him any questions you might have.

Simison: Thank you, Chief. Shawn, before we release the dogs on, any comments you would like to make?

Sopoaga: Mr. Mayor, Council Members, that's the nicest things he's ever said about me and I have known him for four years. So, thank you, Chief. No, I'm just truly excited to be here. This is obviously -- anyone you ask around here in the valley they know that this is a unique opportunity going outside for a command position and I do believe I'm the right person. I do believe I'm the right fit for this position and I'm just truly grateful for the opportunity to be here and for you guys taking the time for this introduction. I look forward to meeting with you and partnering with you on public safety issues you have and, once again, just thankful for the opportunity to be here and I will stand for any questions.

Simison: Thank you. Council, any questions or comments?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: First question. Could you, please, pronounce your last name for us?

Sopoaga: Yes. It's Sopoaga.

Overton: Thank you. Many many years ago somebody pronounced the chief's name for me and told me that's how it was and it was not even close. So, I wanted to make sure I heard it directly from you.

Sopoaga: Thank you, sir.

Overton: Just a secondary comment. I put a lot of -- a lot of weight in the words and beliefs of our chief. I have known him a long time and I'm very proud to see you as a new member of our department. It is no small thing. I can't remember the last time we

have ever brought an outside person into our command staff and that says a lot for you and what you have done in your career. Welcome to Meridian.

Sopoaga: Thank you, sir.

Little Roberts: Mr. Mayor?

Simison: Councilman Woman Little Roberts.

Little Roberts: Mr. Mayor, Council, and Captain Sopoaga?

Sopoaga: Yes.

Little Roberts: You introduced yourself as Shawn, so -- but, again, welcome. I had the privilege of meeting you on your very first day and just to watch the chief and the team and yourself go through the whole process was just -- I mean we know we have got the right person in the right position and just welcome. Thank you for joining the team.

Sopoaga: Thank you very much. Thank you.

Simison: Okay. Thank you very much.

Sopoaga: Thank you.

### **3. Updated Holiday Policy and Procedure 4.1**

Simison: See you soon. Okay. With that we will move on to Item 3, which is updated holiday policy and Procedure 4.1. I have this down as Director Hoopes.

Hoopes: Mayor, Council Members, I would like to discuss and ask -- answer any questions on that updated holiday policy. So, what drove a lot of this is just clarifying the policy and I can kind of go through it. I think it was sent out to Council Members a few weeks ago and just talk about changes and kind of the reasoning behind it if that would be helpful. So, we -- the first thing we changed was the holiday policy doesn't list the holidays. Those are on the Internet, which most employees use. We still have 11 holidays that are provided to the employees and, then, holiday policy -- or holidays falling on the employee's day off. The current policy says the employee has to take it on the designated holiday and -- or during the same week. The updated policy says if it falls on an employee's day off -- so if we have got people that are on four tens they can choose a different day during that same week to take that day off before they had to have director approval to do that. So, if you had a director that didn't approve that extra day off, then, you wouldn't get those 11 holidays that were given to you by policy. So, it creates a fairness issue and addresses that. The weekend holiday observance. There is no change there. If it falls on a Saturday it's taken the -- the preceding Friday. If it falls on a Sunday, then, it's taken the following Monday and holiday policy -- or holiday pay for full-time employees -- most employees receive eight hours of holiday pay. A

bulk of our employees are on five eights. Employees that have a shift or a compressed schedule -- so, four tens, they receive ten hours of holidays pay and so that just calls that out in the -- excuse me -- in the policy. Excuse me. So, all employees receive whatever their scheduled shift is and, then, working on the holiday -- current holiday pay plus straight time for hours worked. We have updated that and they receive time and a half for hours worked on the actual holiday. The premium only applies for hours physically worked on the holiday itself. Part-time and temporary employees. There was no change. They are paid only for the hours worked. Leave status rules. So, there is no change there. It just clarifies it. Employees on an unpaid status before or after the holiday don't receive the holiday pay. You have to be on vacation or using sick leave. And, then, for Fire there is no change. That's governed by the CLA. So, there are no changes to the number of holidays. The policy is clearer and easier to understand. Major improvements with it is one and a half time premium pay for hours worked on the actual holiday and that -- the reason behind that is it supports fairness in alignment with industry standards. So, when we were looking at the holiday policy we pulled other holiday policies from other cities, counties to review to make sure we were in alignment with what that policy should reflect. So, with that I will stand for any questions.

Simison: Thank you, Debbie. Council, any questions?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Thank you. Part of what you have just done is you have gone back in a policy that we have over 20 years ago where people that were working a seven -- 24/7 shifts in the city were able to take those holidays as they worked within their schedule and I appreciate seeing that come back. It's been a long time. One additional question and you might have hit on it or touched on it and just a technical question about where shifts fall on that 24 hour period. If an officer is a day shift officer on a holiday, of course, that ten hour would be on a holiday. But if we are working a swing or a graveyard and they have got either two hours or they have got several hours that are rolling over into another day that may not be the holiday, how is that being addressed in our time card system?

Hoopes: So, we think -- yeah. Mayor Simison, Council Member Overton, with the Work Day process, it -- and FLSA standards; right? It says that if you work two hours on the holiday that's holiday pay and if you work eight hours on the non-holiday, then, that's what you would be paid for.

Overton: Mr. Mayor, just to clarify.

Simison: Councilman Overton.

Overton: So, if I have got a graveyard officer working on Christmas Eve. Christmas Eve is not the holiday. They don't --

Hoopes: Correct.

Overton: Any of that overtime for the Christmas Eve, once it hits midnight they are now getting holiday pay.

Hoopes: That is correct.

Overton: And if that's the last day of their week they are only getting holiday pay for seven of their ten hours. They are not getting ten hours of holiday pay. Can you -- can you walk me through how that works?

Hoopes: So, with -- with Work Day it's actual hours worked on the holiday. So, that is correct, if they split the shift, then, they would get some non-holiday pay and some holiday pay.

Overton: Okay.

Hoopes: Does that --

Overton: Yeah. I'm getting --

Hoopes: -- answer your question?

Overton: -- more confused. So, if they are getting seven hours of holiday pay, where do they get the other three hours of holiday pay to complete the holiday? Do you understand -- if you are telling me that they get to have that holiday at a certain point in time, but because it's falling across two different days they are only getting paid for the holiday time one time. Are we making sure that they are getting their complete holiday time?

Hoopes: Am I off, Todd?

Lavoie: Well, see if I help you here.

Hoopes: Yes, please.

Lavoie: If I understand, Mayor and Council, I believe the holiday is separate from the overtime. So, let's separate the two. So, the overtime that you were explaining is if they worked three hours on Christmas Eve, that's three hours at the regular rate and, then, seven at the overtime. That would be the overtime calculation. The holiday is completely different. Holiday will be ten hours on their holiday pay, which is completely different than overtime calc and holiday pay is at -- paid at regular time. That hasn't changed. So, the -- I think we are mixing the two there, the overtime -- so, the overtime is hours worked on the actual holiday on the day itself. Holiday will still be ten hours straight up. Everyone gets a ten hour -- whatever that shift is if that helps -- I thought I heard you kind of cross the two --

Hoopes: That -- we did.

Overton: Mr. Mayor. I probably used the wrong terminology. You are right, between OT and holiday time. You know, I -- I'm just -- it was such a simple process when once before they worked that shift and it went over into the holiday and they got holiday time and they got the overtime and now I don't know -- is it a software issue that's causing it? Because when you say it's FLSA, got to remember I know FLSA backwards and forwards and we get to interpret as a city how FLSA is used within the city and that doesn't -- we -- we can't blame our computer software program for interpreting FLSA. That's something we as a city get to establish.

Lavoie: You are a hundred percent correct. Compensation above and beyond what is regulated by the federal, you are correct, we get to decide that and I believe we decided to not go with shift based work, we went with hours based work. That is a shift. You -- or that is a transition from the previous. You are accurate with that statement, John.

Overton: Okay.

Hoopes: And I do think we crossed the overtime into the holiday pay. Everybody gets 11 holidays.

Simison: And this will not be the last issue then. Todd, just send me an e-mail like within the last little bit. Daylight savings time is now going to be a different issue, because you work longer on one day of the year and you work shorter on the other day of the year, so it's going to be hours worked. Work Day. Solving all my problems one thing at a time.

Hoopes: Mayor Simison, Council Members, that -- that is a hundred percent correct and I think most employers view it as you work an hour extra and, then, you work an hour less and it all comes out in the wash, but, actually, we can't guarantee that somebody works the same shift on the same day and so the federal rules we have to account for. If they worked an hour more they get paid for that and if they work an hour less it's -- it's actual hours worked, so --

Overton: Mr. Mayor, I got help but got to ask another question then. So, if we are going to go with the actual hours worked, if we get to a point that we have got a shift work employee in the city and it's the shift of daylight savings time where you lose an hour, if they request that day off are they only requesting to use nine hours?

Hoopes: I'm going to say yes. Because that -- the shift would be nine hours, not ten.

Overton: I have dealt with this for so many decades now, I'm just -- I just want to make sure that we are pre-thinking and looking down the road for all of these potholes before we step in them.



Hoopes: Yeah. Mayor Simison, Council Member Overton, this actually came in as a complaint through our complaint line. Somebody brought this issue forward, because they had been shorted an hour and so when we looked into it that's actually how you are supposed to operate a best practice industry standard. So -- yeah. But next we will deal with the vacation time or the sick leave time. You are correct.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I appreciate the effort. I think moving toward actual hours worked and kind of the accuracy that's coming from Work Day is going to be very helpful to us. I know there are some growing pains as we are finding these issues come up, but I think overall these changes are positive. I appreciate your effort on it.

Hoopes: Mayor Simison. Thank you, Council Member Strader.

Simison: Council, any additional questions on this item? Maybe this -- Bill, Debbie, this will come back in subsequent weeks.

Nary: Yes. Mr. Mayor, Member of the Council.

#### **4. Updated Overtime Compensation Policy and Procedure 3.6**

Simison: Okay. All right. Then with that we will move on to Item 4, which is the updated overtime compensation policy and Procedure 3.6.

Hoopes: Mayor Simison and Council Members, so, again, the purpose of this policy is to address clarity throughout the policy and create fairness and to call out some provisions for police in their overtime and -- and being kind of a unique work group. So, we wanted to modernize and reorganize the policy for clarity, so it's easier for the employees and the supervisors to read. It creates -- so Section No. 1 creates a clear structure and organization. The old policy was narrative and harder to understand. The new one allows an easier read for, like I said, the supervisors who need to be able to implement the -- the overtime policy. Exempt employees. That section was clarification only. There was no change to eligibility. People are exempt or nonexempt from overtime and it updated the terminology and aligns better with FLSA standards. Section No. 3, nonexempt overtime rules, remain mostly the same. Overtime employees -- or nonexempt employees still receive one and a half times their pay for the hours worked over 40 hours. Overtime still requires advanced approval from the supervisor before they can -- the hours can be worked. Police specific language that dealt with court time was pulled out of that section and we created a new dedicated section for police overtime. The old policy only addressed court time. The new policy documents key categories, such as supervisor directed overtime when -- when a supervisor holds somebody over. Special assignments. Minimum staffing, so that we don't go understaffed and, then, court time is also included in that. And this should improve

transparency, consistency and operational adjustment. With Fire there is no change there. They are ruled by the CLA. Compensatory time. City doesn't allow it. There was no change on that. We still -- although employees have asked if that's a possibility, at this point that's not something that -- that is on the table. So, hours worked and overtime period definitions. Only actual hours worked count toward overtime. Paid leave doesn't count toward overtime thresholds. Work week schedules, options clarified and formatted for readability. The overall summary. There were no reduction in the employee's eligibility for compensation. We did call out Police specific, like I said, for the court overtime -- supervisor directed overtime and special assignments and so with that I will stand for any questions.

Simison: Thank you. Council, any questions -- or, Chief, any additional comments you would like to make on this one? Okay.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: My only question is -- I -- obviously, like the way we have been doing things is not the way we are going to do things going forward and there is kind of a new approach now to I think be more accurate. Is there a communication plan for PD specifically to make sure everyone is aware of how to record their time now more accurately with some of these changes?

Hoopes: Mayor Simison, Council Member Strader, we have communicated and been working with supervisors and with Work Day we have the ability to kind of craft it to fit our needs and so as we implemented changes that communication goes out to supervisors at the Police Department, as well as across the city. We are also looking to put together some training. I -- I think we are lacking in that area in support of supervisors and how to negotiate, navigate Work Day and it -- it's been a big change for everybody and so we will continue that as -- as things change. The Work Day we have today probably isn't going to be the same one. There are a lot of components to it that we haven't had time to really implement and look at. It's -- it's a huge program. It's got a lot of built-in great programs and things that we can do to help city employees.

Simison: Council, any questions? Okay. Thank you very much. Well, this one will come back, Bill, at the same time? Is that the intention? They will both come back?

Hoopes: Okay. Thank you.

**5. Request from Mr. William Kerwin for Connection to the City Water and Sewer Systems Outside City Limits at 3150 N. Black Cat Rd.**

Simison: Thank you very much. Okay. Switching gears. Next item up is Item 5, which is a request from William Kerwin for a connection to city water and sewer system outside city limits at 3150 North Black Cat Road. Mr. Stewart.

Stewart: Thank you, Mayor, Members of the Council. So, this request is -- excuse me -- is a request by Mr. Kerwin for connection to water and sewer outside of annexation into the city. We get these occasionally and this one has been facilitated by the road winding project that ACHD is doing on Ustick that also impacts Black Cat and in the process of widening that road they are going to wipe out his septic system and so they are going to -- ACHD is going to pay for the connections and hookups for water and sewer for Mr. Kerwin and he is eligible for annexation. So, he has agreed to go through the annexation process. This agreement, essentially, allows him to get connection to water and sewer while he goes through that process, because he is renting the house out and they want to be able to keep the people that are renting that home and so that's really what this is about. He is going to annex into the city. He is going to become a part of the city, but this gives him the opportunity to get connections until that can actually go through the process. I will stand for any questions.

Simison: Thank you, Mr. Stewart. Council, any questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Stewart, thanks and I appreciate the clarification. I couldn't quite tell from the -- the memo if he was the owner or was the renter, so it's good to know that he is the owner. Talk to me about what he intends. What's -- what's the timeline in terms of beginning that annexation process. We are -- Council will take action tonight. Has this individual began that process to request annexation? Does that happen tomorrow? Does it happen --

Stewart: I honestly don't know that. Usually the timeline is stipulated in the agreement. I didn't look at that really closely to determine when that timeline was, but that's usually in the agreement. Got 180 days to make that happen.

Cavener: Mr. Mayor, follow up?

Simison: Councilman Cavener.

Cavener: Stewart, if 180 days comes and goes and the annexation -- is this annexation process to begin or to be complete?

Stewart: Well, that's a good question. I just saw the number. I think it's to begin.

Cavener: Okay. Mr. Mayor, just follow up. At the 180 day mark at that point we have probably made the connections. What happens if this individual does not begin the annexation process?

Stewart: I do believe that the agreement also stipulates that if they fail or they don't follow through with the agreement that we can shut their water off.

Cavener: Okay. Okay. Thank you, Mr. Stewart. I appreciate it.

Simison: Council, any additional questions? So, are you looking for action this evening or will it come back in the form of an agreement?

Stewart: I think he's already signed this agreement, which you have. So, he -- we just are looking for permission to have you sign the agreement and it will be done.

Simison: Okay. So, you are looking for a motion?

Stewart: Yes.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: If there is no further discussion and moving it along, I make a motion that we have the Mayor sign the agreement with Mr. William Kerwin for a connection to the city water and sewer systems outside the city limits at 3150 North Black Cat Road.

Overton: Second.

Simison: Have a motion and a second to give me permission to sign the agreement. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the item is agreed to.

MOTION CARRIED: ALL AYES.

**6. Sewer Trunk Line Cooperative Development Agreement with Toll Brothers for the Construction of a Portion of the McDermott Sewer Trunk Line**

Simison: Next item is six. Sewer trunk line cooperative development agreement with Toll Brothers.

Stewart: Yeah. So, as the Council memo -- or the memo that I included in the packet talks about, back in June I came and visited with the City Council about an opportunity to enter into a public-private agreement along with Toll Brothers for the construction of the -- a section of the McDermott trunk sewer and this agreement would give us as a city the opportunity to construct that piece at half the cost that it would normally cost us to do it. We had planned to do it in 2028. Toll Brothers would like to advance that. They are willing to pay the full amount of the cost of construction, with the understanding that the city will reimburse them 50 percent of that cost. So, essentially, 50 percent of whatever the construction cost is. They also know, it's in the agreement, that that's based on a future decision by a council member and that you guys can't obligate that. They are willing to take that risk. And so we had worked as a city staff --

and by city staff I mean mostly Kurt and Keith and myself with Toll Brothers to develop this agreement. They have actually signed the agreement and I'm here in front of you tonight to essentially answer any questions that you have, but also looking for the same thing. If you are okay with the agreement, okay with moving forward. We are looking for that decision, so that we can get this agreement signed. Back in June you gave us until the 8th of January, I believe it is, to get the agreement signed. That was part of the conditions of approval that came along with the two Toll Brothers developments that they brought through. So, we are -- we are trying to make sure -- we know that there is not a lot of council meetings between now and then, so we have brought this before you and I'm here to stand for any questions, but we are seeking a decision.

Simison: Thank you. We are going to go to the liaison first. Councilman Taylor.

Taylor: Thank you. Warren, I -- you mentioned this in June when we talked about. I don't know that I heard you say it tonight. I just want to clarify that this is also in the agreement. We will be reimbursing them on the same sort of fiscal year plan that we had when we were planning originally to pay for it ourselves; is that correct? So, 50 percent of the cost, but be paying it not all at once, but be paying it over a few years as kind of -- in our CFP projections; is that --

Stewart: That is correct. We essentially had planned to build this section of the sewer line in 2028. So, for this segment of the sewer we will reimburse them in 2028. So, we won't be advancing any funding for this project until then. So, our rate models and everything else that we have shown are still accurate. We are not going to be -- in fact, they are going to actually end up a little better, because there will be about three and a half million dollars less money that we will be spending.

Taylor: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I reviewed the cooperative development agreement. One of the things I wanted to make sure is clear, though, is that -- at least my reading of it there is no cap. So, it's based on actual cost. But it's not as if there is a cap in place. So, we anticipate saving money; right? Like we think that the private sector will do it cheaper. We also anticipate that by doing it sooner we will save money, which is logical. It seems like costs go up over time. But there is no cap in that agreement that I have found. So, I just want people to understand that the agreement, at least the way that I read it, does obligate us if there -- if the costs go up -- I -- at least I didn't see somewhere a carve out sort of for future councils. I'm looking at it like if we sign this at least from some perspective we are obligated regardless of where the actual cost ends up. Am I incorrect or do you want to set me straight on that? Just want to make sure we are on the same page.

Stewart: Mr. Mayor, Council Woman Strader, the -- there is two pieces in the agreement that exist. One, it gives us an off ramp there. There is a -- a portion of it that talks about the estimate. So, there is a construction cost estimate that Toll Brother has prepared in working with some contractors to get an estimate for the cost. We do have an off ramp. If the actual cost or bid amounts come in higher than that amount -- and I believe it's ten percent. If it's ten percent higher than that estimate, which we have included in the agreement, we have the option to bail out. So, we can bail out at that time if we don't like the number. Secondly, there is a piece in there -- a component in there that says we will pay no more than five percent change order costs. That's five percent of the cost of construction. So, essentially, we have an opportunity to bail once it's bid if we don't like that number. If it's more than ten percent different than the estimate. And we also have a cap on change order value on that project.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I did see the cap on change orders, but it wasn't clear to me that -- at least I -- I didn't see that there was an overall cap. So, I guess if -- just to repeat back what I just heard from you, so the off ramp would be at the time that the bids are received that's kind of our chance, right, really to get out of it and what will be the process in terms of monitoring that and will that come before the Council as kind of -- like if there is a differential between what we expect and what we see is that going to come before the Council to weigh in or how would that off ramp be used?

Stewart: I have to defer probably to Kurt for the actual -- what the agreement allows, but I would anticipate yes. In other words, I think even if the bid came in over ten percent we would come to the Council and say per our agreement we don't have to do this. But it's 11 percent over, do you still want to get into this agreement or not? So, I would think, yes, we are going to bring this back and -- and have a conversation with you. But I don't know -- Kurt. Yeah, Kurt can probably -- he is the primary architect, so -- of the agreement.

Starman: That's a lot of responsibility right there. Good evening, Mayor Simison, Members of Council. I think Warren described that well and I can maybe elaborate on that from the first question as well that Council Member Strader indicated. But the way the agreement is structured today if the bid exceeds a certain value, the city has the ability to terminate the contract, but it's not required to do so. So, there could be a scenario where it's slightly in excess of the figure that's contained in the agreement and the Council may choose to proceed regardless, because that's still a good value for the city. But you are not required to do so. So, if it exceeds the benchmark number we will be back in front of City Council to disclose that and get your direction. Do you want to terminate the agreement or would you prefer to proceed and the Council will make that decision and either way we are contractually allowed to do so. With regard to the cap question, I think Warren described that well. I'm not sure I can add much more to that, but I would say that there is really two aspects of the -- the cost to the city that are --

don't really have a cap. I think, Council Member Strader, you described the -- the structure of the contract accurately. So, the first sort of milestone is we will receive -- or Toll Brothers will receive bids and our staff will work closely with Toll Brothers and be at the bid opening to monitor that process. It will be done all according to Idaho state law. It's all sealed bids and above board. When the bids come in that's our first opportunity and we talked about that if the -- if the bids come in above a certain number that's an opportunity to terminate. Then we have the protection to the city that says change order -- any change orders beyond five percent that is one hundred percent Toll Brothers' responsibility. The city pays none of that. So, the -- the project costs are defined as the original bid amount, plus up to a five percent change -- change orders plural and anything above that is one hundred percent on Toll Brothers, zero percent on the city. So, the city is well protected there. That really leaves only two other categories that put this -- you know, that have some financial costs to the city and they are both somewhat in a relative sense more minor. The first is with regard to some geotechnical work that's -- consulting work that's built into the contract. There is no cap on that number, but the number is not great in this -- as a percent of the total project. I don't have that at my fingertips, but we are talking about -- if you recall maybe 200,000 dollars or less and, then, the second aspect that I recall from -- that doesn't have a cap, but, again, it's a small number relative to the total project cost. So, geotechnical and health construction -- construction staking and inspections that they will need -- that Toll Brothers would have. So, really, the amounts that don't have a cap, either directly or indirectly associated with it, are relatively small in this -- in the overall scheme of the project. But I think the city has very strong protections relative to the actual construction cost and potential change orders. The protections in the contract really do favor the city quite well in my opinion. So, I think we are in a good place there. Happy to answer more questions.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: And so one thing I wanted to understand was -- yeah. Let's say -- and I don't know if -- do we know if the underlying contracts between Toll Brothers and the -- and the contractors doing the work, are those going to be like guaranteed maximum price contracts or is there a potential that we could get in a situation where you have something outside of a change order -- like let's say that materials go up and because of some changes resulting from the geotechnical work the reality is that their contract passes through to Toll Brothers an increased cost in some way, because it's not a GMP. Is there a risk to the city, because of time or materials increasing or something coming out of the geotechnical work, that we are going to have to eat increase costs outside of a change order? That was something else I was trying to understand.

Simison: You got a third phone a friend back there who stood up.

Stewart: Yeah. Keith could probably speak to this, too, but I think the bottom line is any change that would be -- that would happen would ultimately end up as a change order.

So, yes, they could have -- you know, petroleum prices could go sky high and pipe costs could go way up and they could do some sort of effort for force majeure. If we thought that was legitimate it would still be part of a change order. That's how the contract changes.

Strader: So, my question would be do we approve change orders? Sorry, Mr. Mayor.

Watts: Okay. Council -- or Mayor Simison, Councilman Strader -- Council Woman Strader. Typically I do approve the change orders. We will review them. I would -- this would be something I review with Warren and any type of a material increase, I'm pretty hard -- pretty -- pretty firm on. We have a firm fixed price agreement. So, the bid amount is the bid amount. That's the contract amount. They would have to prove something on -- in my opinion -- my liability or something that was totally way off base before they move forward with a change order and the -- I can't guarantee it's not going to happen, but it would be something out of the ordinary.

Simison: So, maybe to -- yeah. I -- I think that you have done what you can to do the protection, but you are not getting to the base question. So, I guess I would ask this. Will there be opposition to putting a thou shalt not exceed whatever number is currently projected in our CFP as a bottom line? We will never pay more than that amount under any circumstance for this contract, just to bring clarity to -- yeah, I still think we are going to be 50 percent of what that number is, but is there a reason not to include that for any reason?

Starman: Thank you, Mr. Mayor. So, a couple thoughts. One is the short answer is no. No, there is no prohibition or anything that would preclude that from happening. I know Toll Brothers is anxious to proceed, so it will result in a bit of a delay to the contract, but that --

Simison: One week?

Starman: Assuming Toll Brothers is amenable to it. They do have a corporate -- you know, it's a -- Toll Brothers is a nationwide corporation, so they have some -- some structure to it in terms of their attorneys on the east coast and others. I will -- so, I think it can be done. It may take a little time, may -- maybe more than one week, but we will try to get it as quick as we can -- as we can. I would, secondly, say what you alluded to, which is if we, for example, put a not to receive figure of our CIP shows, that's going to -- that number relative to what the city is likely going to spend is -- there is a vast difference, because we are paying 50 percent on the dollar, not one dollar on the dollar. So, I don't know that it has a whole lot of value other than gives us -- you know, it gives -- gives the City Council I guess an insurance that we know we will never pay more than what's in the -- in the city's current CIP. But I think that's the reality of the situation regardless. I don't think we -- we may not need that language, but I guess let's -- you know, if that's desirable we can accomplish that. And the third thing I will mention is we do have a representative from Toll brothers here today. They are -- their Idaho project manager. So, she may have some thoughts for you on that -- that idea or any other



questions you have for Toll Brothers we do have representation here tonight and -- and I'm sure she would be happy to answer any questions that she is able to do, so --

Nary: Mr. Mayor. Mr. Mayor, Members of the Council -- Kurt -- correct me if I'm wrong -- and you have said it a couple times. We have a nonappropriation clause, too, in this contract. So, if for some reason come FY-28 when we are going to appropriate the money and all of these safeguards that we think we have covered ourselves fail in some way, the City Council at that time could say we are not going to approve this appropriation and not approve it and not pay for any of it and that's the risk that they are taking on today. So, I mean you -- your backstop is ultimately that city council can say we are not paying for this. We thought we had all this safe in place. It didn't work right. We are not agreeable to this. The cost went up beyond it. We didn't catch every little nuance. We are not going to pay for it period. And you can do that. So, you do have a backstop in the future. Unless I'm mistaken, but that's what I understood from our discussions previously as well.

Starman: Yeah. Mr. Mayor, Members of Council, I agree with that a hundred percent. So, it does have -- you know, this -- which is a leap of faith for Toll Brothers. So, we have an explicit nonappropriation clause -- that's required for legal reasons. Otherwise, the contract would be considered debt under the Idaho Constitution and it would be illegal without a vote of the people. So, we explicitly have language that says, you know, this Council cannot bind a future council in 2028 to spend whatever that number is and that's a risk that Toll Brothers is willing to take. Now, I know we are all -- you know, we are a city of our word and we people of our word and it's our intent to honor our contractual agreements and I know that's -- that's -- I know I can speak for the Mayor and the Council to that respect as well. So, you know, we certainly don't intend to use that as an evasive mechanism, but, yeah, at the end of the day we certainly do have that protection. The nonappropriation clause allows a -- you know, the council that's sitting here in 2028 to make that decision.

Watts: Yeah. Warren just reminded me as well. We actually do have a cap and we come back as a change order and it's already in the change orders can only -- are capped at five percent. So, if they had an increase, it -- it would still be capped at that five percent.

Simison: Council Woman Strader.

Strader: So, yeah, help me understand that. How does the cap work with change orders then? Is it based on the global change orders calculated as a whole or --

Watts: Correct. So --

Stewart: One project.

Strader: Right.

Watts: Yeah. It's five percent of the value of that work.

Strader: Right.

Watts: So, I was also going to shed a little bit of light. My typical process -- I kind of view this similar to an ACHD project, where we are not bidding it, it's somebody else doing that. When those bid -- when that bid comes in I will put it on the consent agenda -- agenda typically, come back and just state here is the amount from -- the bid results are here. I will give you the bid results, ask for permission to issue the purchase order for that dollar amount to Toll Brothers, and that gives them the approval right there. That's the number that the five percent is tied to.

Stewart: Mr. Mayor?

Simison: Where did that --

Stewart: That -- that came for me. Sorry.

Simison: Okay. Thank you.

Stewart: So, I -- I wanted to try and clarify and address Council Woman Strader's concern. Any change to the contract is solidified through change order. So, I think what you are thinking -- we will get to the other things outside of a change order. Well, no, everything ultimately ends up being a change to the contract. So, let's just say for the kicks and giggles, we have a contract amount, the bid price was a million bucks. Based on the agreement that we have, the change order values are capped at five percent of a million bucks. The city will never pay more than that. So, even if they have a whole plethora of reasons why their costs go up, our cost is capped at five percent of a hundred -- or of a million bucks and they are responsible for the balance.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: And there is no -- and -- but we are not party to that contract with the underlying contractor; correct?

Watts: No.

Strader: Right.

Watts: Yeah. Their -- their -- their cost could escalate from the contractor to them.

Strader: Certainly.

Watts: We don't have an agreement with them. We have an agreement with Toll Brothers that says five percent of that contract value is the maximum cap that you can request change orders for.

Strader: Yeah. No, I -- Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I understand. I -- I think what I'm getting at is just having looked at a lot of those types of construction contracts, because they are all so different and because we are not a party to them, I just wanted to ensure that there is not the potential for those underlying costs to get passed through to us from a practical perspective. For example, we are halfway through the project. We find that there have been change orders. We are trying to calculate it. And from a practical perspective it's not really -- you see what I'm saying?

Starman: So, Mr. Mayor, Council Member Strader, to provide some -- some comfort in that regard, so two things. One is -- they both relate to one another, but the -- the contract that's before you today that is between Toll Brothers and the city and you are correct, the city is not and will not be a party to the construction contract between Toll Brothers and whoever the successful bidder is. We are not a party to that agreement. But our agreement with Toll Brothers gives us the authority and -- to review and approve that contract and so we review and approve it before they issue it and -- number one. And, then, related to that is they -- they have already given us -- some months ago, quite frankly -- but have given us their standard contract and we have already looked at it and saw no -- no concerns of that nature. Now, it's been a while since I looked at it, so I'm reluctant to kind of jump into detail, but we have seen the contract and per hour agreement with Toll Brothers, if you choose to approve it, we get to review the final contract and say yea or nay. You know, we can't be unreasonable or capricious about that, but we -- we have the ability to review and sign off on their contract just as to form, so it doesn't -- you know, doesn't have any provisions that might be detrimental to the city. So, we have seen their standard contract that they use and there is no concern. We don't -- do not see any concerns of that nature.

Strader: Okay.

Starman: We had a question way back when -- I'm sorry. Mr. Mayor and Council Member Strader -- about whether they have a guaranteed maximum price. I think they do have a contract of that nature or maybe some verbiage to that effect. I wonder -- would you -- with the Mayor's permission may we invite the representative from Toll Brothers up to speak to that? Would you mind?

Simison: Good evening.

Shurance: Hi. Good evening. I'm Hannah Shurance with Toll Brothers to speak to our contract language. We don't have -- in our language we don't have a maximum amount.

It's dictated by our bids and, then, we put that into our contract. I will speak back to change orders of the nature of -- say unit prices went up or, you know, pipe went up or anything like that. We do typically hold in our contract them to a year worth of pricing and, then, obviously, if it's something like we went through with COVID with prices going up, we try to work with our contractors when we can. So, we do have some things in our contract, but we don't have a maximum price per se. That's dictated by the bids.

Starman: Mr. Mayor, with your permission, sometimes we use different terminology in government versus private sector. So, I -- so, sometimes we will use -- and Keith will help us with the terminology even in the government sector, but I think what you said is that you don't go into the project with a -- with a maximum price, but once you have bids that is the contract price and any change from that point going forward is done by change order and you would agree that those change orders per the proposed agreement are subject to a five percent cap relative to the city.

Shurance: To -- per the agreement. Yes.

Starman: Is that helpful?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: This has nothing to do with the money. Just a curious question and it may be nothing, but when we heard this and approved it and I thought it was a fantastic idea that Toll Brothers would step forward two years ahead of our schedule, we approved two projects. Those two projects are hinged to this being completed. Do we have to do anything special with any other projects that come in that are going to be attached to the completion of this project that is not handled by our city as part of their conditions of approval?

Stewart: That's already come up. I think -- and I would have to -- you know, that's kind of a community development decision. I think the way they are handling it now is they are basically saying we -- we can't approve you -- can't move you forward because you don't have access to sewer until this project's done. They are not -- they are not in the driver's seat in other words. We can't approve them, because their connection to sewer is not in their control. It is with Toll Brothers in this situation. So, they are in a little bit different situation. Once the sewer lines are complete, then, absolutely, they will probably come to you guys and -- and other developments will and seek approval for whatever projects they want to do. But I think right now what I understood talking with Caleb is that they are basically telling others that want to, you know, come in at this point you have to wait until that sewer is done, because we can't approve you, because you are not in the driver's seat.

Simison: Council, any additional questions, comments, motions?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: You know, I think it is a great discussion and I remember when we had it originally in June a lot of ensuring that not just the city was protected, but that Toll Brothers understood the -- the risk that they were undertaking and I -- I think as a Council we appreciate them sort of stepping up. This is a great way for us to save money for the taxpayers. I think it's a great agreement. And I will say I love attorneys, but I have never met an attorney that would encourage me to do something risky. I feel like we are in pretty solid ground here with what we have, but I do appreciate the discussion on making sure that taxpayers are being protected and the city is being protected. So, with that I would offer a motion that we approve the sewer trunk line cooperative agreement -- development agreement with Toll Brothers for the construction of a portion of the McDermott sewer trunk line.

Overton: Second.

Simison: I have a motion and a second to approve the agreement for Item 6 regarding the sewer trunk line cooperative agreement development of Toll Brothers. Is there discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the item is agreed to. Thank you all.

MOTION CARRIED: ALL AYES.

Stewart: Thank you all.

Simison: Thank you very much for a lot of hard work on that one. So, appreciate it.

## **PUBLIC HEARINGS (Action Item)**

### **7. Public Hearing for Proposed 2026 Shelter Fees of the Meridian Parks and Recreation Department**

Simison: Okay. With that we will move on to Item 7 tonight, which is a public hearing for proposed 2026 shelter fees for the Meridian Parks and Recreation Department. We will open this public hearing with comments from -- and we could come up with a good name, but we will just call you Mr. White, so --

White: Mr. Mayor, Members of Council, thanks for having me tonight. These are the shelter fees and the park fees that we discussed a few weeks ago. In between now and then I had shoulder surgery. So, it's been about a little over -- almost a month, really, since we discussed this. But just kind of a quick recap that we discussed a couple -- about a month ago was -- is these -- these park fees and shelter fees were last updated in 2018. Between '18 and now the CPI says the inflation rate is close to 29 to 30 percent. So, that's our proposal was to raise them 30 percent and we had some good

dialogue there with that and, then, that was the shelter fees were proposed 30 percent. The park fees were more based on a cost recovery -- the cost recovery cost that we have based on what it is and so, really, with that I will stand for questions if you guys have them.

Simison: Thank you. Council, any questions? Okay. Seeing no questions. This is a public hearing. Mr. Clerk, do we have anyone signed up on this item?

Johnson: Mr. Mayor, there is nobody that signed up.

Simison: Okay. Is there anybody present who would like to provide testimony on this item as they work on their school assignments and want to talk about parks or anything else? Or if you are online you can use the raise your hand feature. Seeing no one jumping up and down to provide testimony, do I have a motion to close the public hearing?

Whitlock: Mr. Mayor?

Simison: Councilman Whitlock.

Whitlock: I move we close the public hearing agenda Item No. 7 for proposed 2026 shelter fees for Meridian Parks Recreation Department.

Little Roberts: Second.

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

MOTION CARRIED: ALL AYES

**8. Resolution No. 25-2550: A Resolution Adopting the 2026 Shelter Fees of the Meridian Parks and Recreation Department; Authorizing the Meridian Parks and Recreation Department to Collect Such Fees; and Providing an Effective Date**

Simison: Next item up is Item 8, which is Resolution No. 25-2550.

Whitlock: Mr. Mayor?

Simison: Councilman Whitlock.

Whitlock: I move that we approve Agenda Item No. 8, Resolution No. 25-2550, resolution adopting the 2026 shelter fees Meridian Parks and Recreation Department, authorizing the Meridian Parks and Recreation Department to collect such fees and providing an effective date.

Little Roberts: Second.

Simison: Have a motion and a second to approve Resolution No. 25-2550. Is there any discussion? Do we need a roll call on this one, Mr. Nary?

Nary: Yes.

Simison: With that clerk call the roll.

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea; Whitlock, yea.

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

MOTION CARRIED: ALL AYES.

### **FUTURE MEETING TOPICS**

Simison: Okay. Council, anything in our future meeting topics or a motion to adjourn?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move we adjourn our meeting.

Strader: Second.

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

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 7:00 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

_____ MAYOR ROBERT SIMISON	_____ DATE APPROVED
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ATTEST:

\_\_\_\_\_  
CHRIS JOHNSON - CITY CLERK