



Mayor Robert E. Simison

City Council Members:

Joe Borton, President
Liz Strader, Vice President
Doug Taylor
John Overton
Anne Little Roberts
Luke Cavener

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

FROM: *Kyle Radek*

DATE: *March 6, 2024*

**SUBJECT: COMPENSATION AND CONSTRUCTION STIPULATION LETTER
WITH WILLIAMS – NORTHWEST PIPELINE**

REQUESTED COUNCIL DATE:

I. RECOMMENDED ACTION

A. Move to:

1. Approve the Compensation and Construction Stipulation Letter with Williams- Northwest Pipeline
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

| | |
|--|--------------|
| Kyle Radek | 208-489-0343 |
| Warren Stewart, City Engineer | 208-489-0350 |
| Laurelei McVey, Director of Public Works | 208-985-1259 |

III. DESCRIPTION

A. Background

Northwest Pipeline plans to begin a pipeline replacement project in their existing easement that is adjacent to and includes a small portion of City Well 32 lot. The intent of the stipulation letter and attachment is to provide and assure clear information related to their construction and plans for compensation for any damage to landscaping or other features as required.

VII. LIST OF ATTACHMENTS

A. Exhibit "B" – Construction Stipulations

Approved for Council Agenda: _____

A handwritten signature in black ink, appearing to be "K. Radek", is written over a horizontal line.



March 6, 2024

COMPENSATION AND CONSTRUCTION STIPULATION LETTER

City of Meridian
33 E BROADWAY AVE
MERIDIAN, ID 83642-2619

RE: 2024 LINE 1400/1401 INTERMOUNTAIN PIPE REPLACEMENT PROJECT
ASSESSOR'S PARCEL NUMBER: R3259151220 PROJECT TRACT#: INTMTN-ID-AD-0014.7

Dear Landowner,

Northwest Pipeline LLC (Northwest) plans to begin construction of its 2024 LINE 1400/1401 INTERMOUNTAIN PIPE REPLACEMENT PROJECT in April 2024. On most properties involved in this project, including yours, Northwest has a 75-foot-wide pipeline easement, with rights included to remove and replace a pipeline or pipelines. Accordingly, Northwest plans to compensate you for surface damages related to crops, pasturage and landscaping. Said surface damages will need to be discussed and assessed with you to identify and agree upon together.

Compensation for surface damages will be made once calculated and agreed upon together. Any payment will also require the completion of a Request for W-9/Taxpayer Identification Number Information form.

Northwest, by this letter and landowner binder, is attempting to provide a concise source of information related to its construction and compensation plans and hopes the information will assist you in understanding the project. We appreciate your patience and cooperation as we go forward with this uncommon inconvenience. Also attached to this letter is a list of mutually agreed upon Construction Stipulations that will memorialize and help govern our construction activities on your property and to limit the impacts as much as possible. You may reach me directly with any questions at (480) 819-2299.

Sincerely,

RiAnn Holsonback

Land Agent for Williams – Northwest Pipeline

Acknowledged and agreed upon on this _____ day of _____, 2024

Landowner Signature

EXHIBIT "B"
CONSTRUCTION STIPULATIONS
INTMTN-ID-AD-0014.7

In accordance with the terms and conditions of this agreement, the Grantor and Grantee agree that Grantee's Facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will notify Grantor of the start of construction activity 7 or more days prior to start of construction preparation of the right of way on Grantor's land.
2. Grantee will construct the Facilities in compliance with the engineering design and safety standards of the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 49 CFR 192 in force at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will restore all existing access roads and driveways disturbed by the construction to a condition equal to or better than existed prior to construction.
5. Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee will as near as practicable restore the Easement to its original contours.
6. Grantee will re-seed disturbed areas along the easement with a seed mix native to the area or as specified by the Grantor here: **Turfgrass seed shall be 80% Kentucky Bluegrass and 20% Perennial Ryegrass hydro seeded at a rate of 80 lbs. per acre.**
7. Grantee will protect and/or restore sprinkler systems damaged by the construction of the pipelines and shall be repaired in a good and workmanlike manner.
8. Grantee agrees to maintain the flow of water in all irrigation ditches, laterals and culverts during construction. Grantee agrees to repair any damaged irrigation ditches, laterals or culverts before or during final cleanup.