



# City of Meridian FY2022 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Department Name:
	\$ -	\$ -	\$ -	\$ -	\$ -	<b>Parks and Recreation</b> <b>Meridian Road Island Beautification</b> <small>Instructions for Submitting Budget Amendments</small> ▶ Department will send Amendment with Directors signature to Finance (Budget Analyst) 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 Analyst) ▶ Finance (Budget Analyst) will send approved copy of Amendment to Department ▶ Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating	\$ 45,000	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 45,000</b>	<b>\$ 3,200</b>	<b>\$ 3,200</b>	<b>\$ 3,200</b>	<b>\$ 3,200</b>	

**Total Estimated Project Cost: \$ 57,800**

### Evaluation Questions

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

1. Describe what is being requested?  
 We were asked about one year ago to look into the feasibility of purchasing and/or obtaining a license agreement for the purpose of landscaping 12 and 20 E Ada St similar to what's been done on the two parcels just north and south of these along Main St and Meridian Rd. We reached out to the owner to begin the process about one year ago. Beautifying these parcels was discussed with council on 10-19-21. Council was in favor of us working with the property owner to obtain a license agreement that would allow the city to landscape and maintain these parcels. We just recently received a signed license agreement from the owner.
2. Why was this budget request not submitted during the current fiscal year budget cycle?  
 We did not have a signed license agreement from the owner until after the current year budget cycle.
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?  
 Waiting to fund this project until FY23 would delay the beautification until the spring of 2023 therefore at the direction of council we are bringing forward a budget amendment for consideration.
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.  
 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?  
 Yes.
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.  
 Potable water.
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 \$ 45,000**

*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:**

Treg Bernt  
Joe Borton  
Luke Cavener

Brad Hoaglund  
Jessica Perreault  
Liz Strader

## MEMORANDUM

TO: Mayor Simison and City Council

FROM: Mike Barton, Parks Superintendent

DATE: February 7, 2022

RE: Meridian Road Island Beautification

### **Background**

At the 10-19-21 Council meeting we presented an idea to beautify the two remnant parcels north of west ADA Street. We discussed the unsightly appearance of these parcels, cost and the possibility of completing this project outside the normal budget process. We received direction from Council to move this project forward by executing a license agreement between the city and the owner that allows us to make these improvements and to bring back a budget amendment in the amount of 45,000 so these improvements can be made in the spring of 2022.

Our legal department prepared a license agreement and the agreement was sent to the owner for signature. We received a signed copy back on 1-14-22.

### **Action**

We are requesting approval of a budget amendment of 45,000 for construction, maintenance and approval of a license agreement between the City and Concept Investments, LLP.

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## LICENSE AGREEMENT FOR LANDSCAPE IMPROVEMENTS AND MAINTENANCE

This LICENSE AGREEMENT FOR LANDSCAPE MAINTENANCE (“Agreement”) is made effective this 31 day of December, 2021 (“Effective Date”), by and between the **City of Meridian**, a municipal corporation organized under the laws of the State of Idaho (“Licensee”) whose address is 33 E. Broadway, Meridian, Idaho 83642, and **Concept Investments, LLP**, a limited liability partnership organized under the laws of the State of Idaho (“Licensor”) whose mailing address is P.O. Box 6404, Boise, Idaho 83707-6404. Licensee and Licensor may be collectively referred to as “Parties.”

**WHEREAS**, Licensor owns Ada County parcel nos. R1039000247 and R1039000260 (the “Subject Parcels” or “Licensed Premises”), located at 12 E. Ada and 20 E. Ada Street in Meridian, Idaho, which are strips of land that abut Northbound and Southbound Meridian road, part of the “split connector” roadway project;

**WHEREAS**, the Subject Parcels are adjacent to properties owned by the Ada County Highway District and the Nampa Meridian Irrigation district, said parcels having been landscaped with a mix of turf, shrubs, natural grasses, and trees;

**WHEREAS**, the Subject Parcels are not currently landscaped and Licensor has no immediate plans to develop the Subject Parcels;

**WHEREAS**, Licensee desires to install landscaping and maintain the Subject Parcels on behalf of the citizens of Meridian to provide a visually pleasing open space until such time as Licensee desires to develop the Subject Parcels;

**WHEREAS**, it is mutually beneficial for both Parties for Licensee to assume responsibility for landscaping and maintaining the Subject Parcels;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Grant of license.** Licensor hereby grants to Licensee, as grantee, a non-exclusive license on, over, across, under, and through the Licensed Premises, for the limited purposes of installation and maintenance of landscaping, to including turf, shrubs, natural grasses, and trees at Licensee’s discretion for use as landscaped open space.
- 2. Term and termination.** This Agreement shall be in effect for an Initial Term beginning on the Effective Date ending on September 30, 2031. After the Initial Term, this agreement will automatically renew for successive one-year extension terms, unless terminated by either party upon 90-day notice prior to the end of the current extension term. Licensor may terminate this agreement at any time upon receiving conditional development approval for a site development application

from the City of Meridian for the Subject Parcel(s). Licensor shall provide Licensee at least ninety (90) days' written notice of Licensor's intent to develop the property. Licensee's obligation to maintain the Licensed Premises is subject to annual budget appropriations by the City of Meridian.

**3. Maintenance.** Licensee shall maintain the landscaping on the Licensed Premises in good condition and repair, and as may be needed to satisfy applicable laws, policies, and reasonable discretion of Licensor, and sound landscape maintenance practices.

**4. Damage or destruction.** In the event that the landscaping on the Licensed Premises is damaged or destroyed, in whole or in part, Licensee may restore or replace the landscaping, subject to availability of sufficient funds.

**5. Water.** Licensee shall pay for the provision of and continued use of water to the Licensed Premises, if any.

**6. Insurance to be obtained by Licensee.** Licensee shall obtain all necessary property and other insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Insurance of Licensor's insurable interests shall be the sole responsibility of Licensor.

**7. Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.

**8. Hold harmless.** Licensee agrees to hold the Licensor, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Licensee's use or use by its employees, licensees, agents, invitees, or representatives, of the Licensed Premises pursuant to the license granted hereby.

**9. Remedies.** In the event of a breach hereunder by either party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

**10. Assignment.** Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.

**11. Obstructions.** Neither Licensor nor Licensee shall install or permit any fence, sign, or other barrier within or across the Licensed Premises. However, the foregoing shall not prohibit the installation of temporary barricades reasonably necessary for security and/or safety purposes in connection with repair or maintenance of the Licensed Premises, so long as such work is conducted in the most expeditious manner reasonably possible.

**12. Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is mailed, via U.S. Mail, prepaid and addressed to the respective Party's current registered agent as enumerated in the records of the Idaho Secretary of State.

**13. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

**14. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

**15. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

**16. Warranty of authority.** The person executing this Agreement on behalf of Licensor represents and warrants due authorization to do so on behalf of Licensor, and that upon execution on behalf of Licensor, the same is binding upon, and shall inure to the benefit of, Licensor.

**IN WITNESS WHEREOF,** the undersigned have caused this Agreement to be executed the day and year first written above.

**END OF TEXT. SIGNATURES ON NEXT PAGE.**

**LICENSOR:**

Concept Investments, LLP

*Clinton Tate*

By: CLINTON TATE, Partner

STATE OF IDAHO )  
 )ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 12/9/2021, before me, \_\_\_\_\_, a Notary Public in and for said State, personally \_\_\_\_\_, known or identified to me to be the person who executed the instrument on behalf of Concept Investments, LLP, and acknowledged to me that such LLP executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**LICENSEE:**

City of Meridian

**ATTEST:**

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
 )ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_