

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

AGREEMENT TO ACCEPT DEPOSIT FOR INSTALLATION OF STREETLIGHTS

THIS AGREEMENT for streetlight deposit ("Agreement"), made this ____ day of _____, 2022 ("Effective Date") by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and Smith Brighton Inc., whose address is 2929 W. Navigator Dr. Ste. 400 Meridian, Idaho ("Property Owner").

WHEREAS, Property Owner is the owner of Ada County Parcel # S1405223035, more particularly described as PAR #3035 OF W2NW4 SEC 5 2N 1E #223030-S, City of Meridian, Ada County, Idaho, which parcel is part of the Apex Subdivision ("Subject Property");

WHEREAS, the Development Agreement between City and Brighton Development, Inc. recorded with Ada County on February 23, 2022 as instrument no. 2022-018711, requires the installation of streetlights on the Subject Property pursuant to a duly approved streetlight plan;

WHEREAS, the Streetlight permit nos. C-STLT-2022-0019 and C-STLT-2021-0065, attached hereto as *Exhibit A*, and streetlight plans approved pursuant thereto, attached hereto as *Exhibit B*, require the installation of eight (8) streetlights on Subject Property, along S. Locust Grove Road ("Streetlights");

WHEREAS, Unified Development Code ("UDC") section 11-5C-3(B) authorizes Property Owner to post a performance surety for such improvements that are needed;

WHEREAS, UDC section 11-5C-3(D) authorizes sureties in the form of a cash deposit; and,

WHEREAS, under UDC section 11-5C-4, if Property Owner fails to complete the public improvements in the time period required, the City Council may proceed to have such work completed at Property Owner's expense;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, the Parties agree as follows:

I. COMMITMENTS BY PROPERTY OWNER.

- A. Deposit.** By September 15, 2022, Property Owner shall pay a deposit to City in the amount of Eighty-Eight Thousand Dollars and Zero Cents (\$88,000.00).

- B. Installation.** Property Owner shall obtain all necessary permits, inspections, and plan approvals for the installation of the Streetlights, and install the Streetlights, by October 31, 2023. Property Owner shall comply with all applicable laws, including Meridian City Code and the City of Meridian Improvement Standards for Street Lighting.
- C. Demand for return of Deposit.** Within thirty (30) days of Property Owner's installation of the Streetlights and completion of all necessary inspections in compliance with applicable codes, Property Owner shall provide to City a written demand for the return of the Deposit.
- D. Consent to entry.** Property Owner shall, and hereby does, provide to the City perpetual consent and access to enter the Subject Property for the purpose of inspecting or installing Streetlights and related infrastructure. Except in the event of an imminent or realized threat to the public health, safety, or welfare, City shall provide Property Owner at least twenty-four (24) hours prior notice of such entry. Such notice may be verbal, written, or be posted at the Subject Property.
- E. Additional expense for installation.** If Property Owner forfeits the Deposit due to failure to comply with this Agreement, and City installs the Streetlights, Property Owner shall be responsible for paying to City any amount exceeding the Deposit within thirty (30) days of City's invoice therefor.

II. COMMITMENTS BY CITY.

- A. Recordation.** City shall record this Agreement, and shall submit proof of such recording to Property Owner.
- B. Hold Deposit.** City shall hold Property Owner's Deposit until Property Owner installs Streetlights as required by this Agreement.
- C. Return of Deposit.** Within thirty (30) days of Property Owner's installation of the Streetlights, completion of all necessary inspections in compliance with applicable codes, and City's receipt of Property Owner's written demand for the return of the Deposit, City shall return the Deposit to Property Owner.
- D. Failure to install Streetlights.** If Property Owner fails to install the Streetlights before the Due Date, Property Owner shall forfeit the Deposit to City, and City shall install the Streetlight at Property Owner's sole expense.

III. GENERAL PROVISIONS.

- A. Default.** Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder.
- B. Remedies.** In the event of Property Owner's default, in addition to other remedies specified herein or available at law or in equity, the City may withhold building,

electrical, plumbing permits, certificates of zoning compliance, or certificates of occupancy for the Subject Property or improvements thereon, until Streetlights are installed as required.

C. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either City or Property Owner, or any respective successor(s) in interest thereof. An action at law or in equity, as appropriate, shall lie to secure specific performance of any covenant, agreement, condition, commitment, and/or obligation set forth herein. In addition, remedies available to City shall include, but shall not be limited to, a lien on the property, collections, or revocation of land use approvals and/or certificates of occupancy for buildings on the Subject Property.

D. Notices. Any notice desired by the Parties or required by this Agreement shall be deemed delivered after deposit in the United States Mail, postage prepaid, addressed as follows:

If to City:
City of Meridian
City Clerk
33 E. Broadway Ave.
Meridian, Idaho 83642

If to Property Owner:
Smith Brighton Inc.
2929 W. Navigator Dr. Ste. 400
Meridian, Idaho 83642

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

E. Time is of the essence. The Parties 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 and default hereunder by the Party so failing to perform.

F. Binding upon successors. Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Subject Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Subject Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Subject Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

G. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

H. 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 attorney fees as determined by

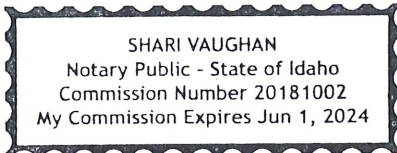
such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

- I. Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- J. 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 after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- K. Compliance with laws.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. 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. The City's ordinances appertaining to streetlight installation and maintenance, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- L. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.
- M. Warranty of authority.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.
- N. Approval Required:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers the Effective Date first above written.

Property Owner:

RL
Smith Brighton Inc.
Robert L. Phillips, COO



STATE OF IDAHO)
County of Ada) ss:

I HEREBY CERTIFY that on this 26th day of August 2022, before the undersigned, a Notary Public in the State of Idaho, personally appeared Robert L. Phillips, proven to me to be the person who executed the said instrument, and acknowledged to me that such person 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.

Shari Vaughan
Notary Public for Idaho

Residing at Eagle, ID, Idaho

My Commission Expires: 6-1-2024

CITY OF MERIDIAN:

Robert E. Simison
Robert E. Simison
Mayor

Attest: _____
Chris Johnson
City Clerk

STATE OF IDAHO)
County of Ada) ss:

I HEREBY CERTIFY that on this _____ day of _____, 2022, before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, 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 in this certificate first above written.

Notary Public for Idaho

Residing at _____, Idaho

My Commission Expires: _____



Customer Permit and Receipt

City of Meridian

33 E. Broadway Ave. Suite 102 Meridian, ID 83642

Building Services - PH: 887-2211 / FAX: 887-1297

Planning - PH: 884-5533 / FAX: 888-6854

Commercial Electrical Street Light
Permit

Project Name Apex Se Sib #1
Application Number C-STLT-2021-0065
Applicant Steven Ragan
Applicant Address 502 E 45Th St., Boise, ID 83714

Project Address

Subdivision Meridian Lot Block 1

Professional

Electrical	ALLOWAY ELECTRIC CO INC		
Address:	502 E 45th St	Phone:	208-344-2508
	GARDEN CITY, ID 83714	Fax:	

Payor Alloway Electric Co Inc 502 E. 45TH ST , BOISE ID US 2083442508

Number	Description	Amount
749324	Base Fee 10001 or more	\$1,121.30
	Convenience Fee(s)	\$2.50
	Total Fees:	\$1,123.80
105851	ACH (10/25/2021)	\$1,123.80
	Total Receipts:	\$1,123.80
7	Balance Due:	\$0.00



City of Meridian, Building Services
33 E. Broadway Ave. Suite 102
Meridian, ID 83642
PH: 208-887-2211
<https://citizenportal.meridiancity.org/CitizenAccess/>

Electrical Permit

Permit Number: C-STLT-2022-0019

Issued Date: 05/09/2022

Application Name Apex Se Sub #2- Street Lighting

Parcel Number: R5672000010

Address: 33 E Broadway Ave
Meridian, Id 83642

Subdivision: Meridian Townsite Amd

Lot(s):

Block: 1

Contractors

Electrical ALLOWAY ELECTRIC CO INC

Address: 502 E 45th St
GARDEN CITY, ID 83714

Phone: 208-344-2508

FAX:

State Lic. & Reg. #: ELE-C-131

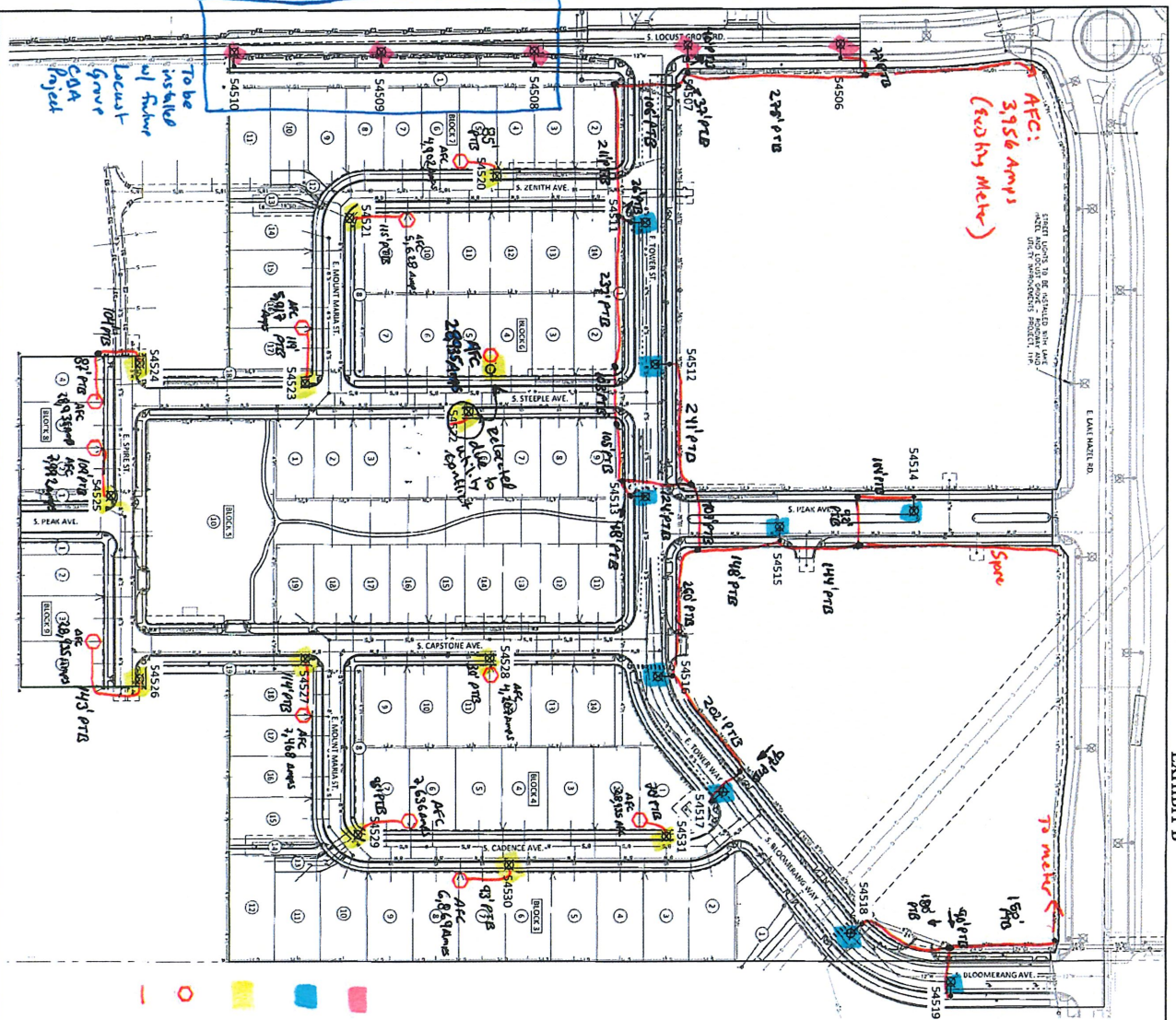
Expiration Date: 10/31/2022

Fees and Receipts:

Number	Description	Amount
	Convenience Fee(s)	\$2.50
805564	Base Fee 10001 or more	\$660.30
	Total Fees:	\$662.80
116173	ACH	\$662.80
	Total Receipts:	\$662.80
	Balance Due:	\$0.00

WD # 852

EXHIBIT B

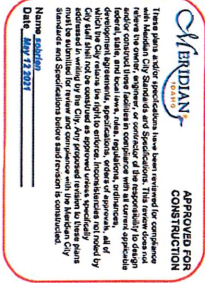


CITY OF MERIDIAN STREET LIGHT NOTES

1. ALL STREET LIGHT CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE CITY OF MERIDIAN STREET LIGHTING SPECIFICATIONS.
2. A STREET LIGHTING SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE STREET AND ADJACENT AREAS.
3. STREET LIGHTS SHALL BE LOCATED AT THE CORNERS OF THE STREET AND AT THE MIDPOINT OF THE STREET.
4. STREET LIGHTS SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE STREET AND ADJACENT AREAS.
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LEGEND

- 1. 30' DAVIT W/ 100W USCL CO27 LED LUMINAIRE
- 2. 30' RTS PILE W/ 8' MAST ARM + 100W USCL CO27 LED LUMINAIRE
- 3. 25' BRONZE 4" SG. POLE W/ 50W USCL CO1 LED LUMINAIRE
- 4. 24" MIN DEPTH HENCEL W/ 1" PVC + CABLETIES



SHEET NOTES

1. ALL STREET LIGHT CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE CITY OF MERIDIAN STREET LIGHTING SPECIFICATIONS.
2. A STREET LIGHTING SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE STREET AND ADJACENT AREAS.
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APEX SOUTHEAST SUBDIVISION NO. 1
MERIDIAN, IDAHO
ROADWAY IMPROVEMENT PLANS
STREET LIGHT PLAN

km
ENGINEERING
INCORPORATED
2024

NO.	REVISIONS
1	ISSUED FOR PERMIT
2	REVISED FOR COMMENTS
3	REVISED FOR COMMENTS
4	REVISED FOR COMMENTS



1. **CHARTER**—A written agreement between a group of people and a government, nation or organization.
2. **CONSTITUTION**—A set of principles, laws, or rules that govern a country, organization, or group of people.
3. **DECLARATION OF INDEPENDENCE**—A statement by a group of people that they are no longer part of a country or organization.
4. **DECLARATION OF RIGHTS**—A statement by a group of people that they have certain rights.
5. **DECLARATION OF WAR**—A statement by a country or organization that it is at war with another country or organization.
6. **DECLARATION OF PEACE**—A statement by a country or organization that it is at peace with another country or organization.

[illegible]

- A. *There is no reason to believe that the first 100,000 A.M. cars were sold to people who were not 100,000 A.M. cars.*
- B. *There is no reason to believe that the first 100,000 A.M. cars were sold to people who were not 100,000 A.M. cars.*
- C. *There is no reason to believe that the first 100,000 A.M. cars were sold to people who were not 100,000 A.M. cars.*
- D. *There is no reason to believe that the first 100,000 A.M. cars were sold to people who were not 100,000 A.M. cars.*

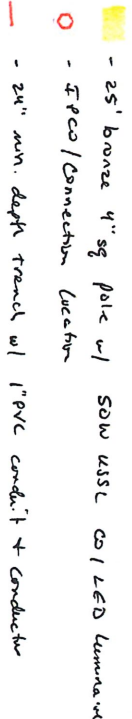
KEYNOTE (7)

1. *There is no reason to believe that the first 100,000 A.M. cars were sold to people who were not 100,000 A.M. cars.*

REVISION	
NO.	ITEM
8	ADDED COMMON RE
5	REVISED STREET L
3	ADDED COMMON RE
4	WIDENED DRIVEWAY OS LO
6	ADDED LANDSCAPE BO
7	REVISED SMOKE C2 3, C2 4, C6

km	
ENGINEERING	
3213 KYLE ST. STE 107	
ELGIN, ILLINOIS 60120	
TEL: (815) 499-9114	
FAX: (815) 499-9113	
http://www.kmengg.com	
DESIGN BY:	ECN
ISSUED BY:	ECN/CHS
CHECKED BY:	ECN
DATE:	04-24-2007
PROJECT NO.	70-137
SHEET NO.	
C2.14	

CITY OF MERIDIAN STREET LIGHT NOTES



- [illegible]

[illegible][illegible][illegible]

APEX SOUTHEAST SUBDIVISION NO. 2
MERIDIAN, IDAHO

ROADWAY IMPROVEMENT PLANS
STREET LIGHT PLAN



There are no additional conditions that have been imposed for compliance with the Federal Civil Rights Act. Applicants and contractors are responsible for ensuring that they are not in violation of any applicable laws, regulations, executive orders, or contract provisions that may be in conflict with the program. The program is designed to provide a fair and equitable opportunity for all qualified individuals to participate in the program. The program is not intended to discriminate on the basis of race, color, sex, age, or national origin. The program is not intended to discriminate on the basis of religion, marital status, or sexual orientation. The program is not intended to discriminate on the basis of any other protected characteristic. The program is not intended to discriminate on the basis of any other protected characteristic. The program is not intended to discriminate on the basis of any other protected characteristic.

APPROVED FOR CONSTRUCTION

CLERMANT

DATE: 08/17/2023
PAINT NUMBER: 42-000-23-0003

	
K&M ENGINEERING 8230 EAST STATE STREET DENVER, COLORADO 80231 PHONE: (303) 751-0895 www.kmengr.com	
STATION NO.	LOC.
DESIGNED BY:	ECG
CHECKED BY:	ECG
DATE:	MAY 2001
PROJECT:	21-021
SHEET NO.	
C2.11	

kcm
ENGINEERING
SOLVENTEAT STREET
ROCK HILL, SC 29154
PHONE (803) 695-6611
WWW.KCMINC.COM

DRAWING NO.	ECH
SHEET NO.	ECH
CHECKED BY:	ECM
DATE:	NOV 20 2002
PURPOSE:	21-027

C2.11

EXHIBIT B

CITY OF MERIDIAN STREET LIGHT NOTES

1. ALL STREET LIGHT CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE ISPC, THE MERIDIAN SUPPLEMENTAL SPECIFICATIONS TO THE ISPC, AND THE NATIONAL ELECTRIC CODE.
2. A STREET LIGHTING ELECTRICAL PERMIT SHALL BE OPENED PRIOR TO STARTING WORK. USE THE ONLINE CITIZEN PORTAL AT <https://citizenportal.meridiancity.org/CitizenAccess/> TO OPEN A PERMIT AND REQUEST INSPECTIONS.
3. INSTALLATION WILL REQUIRE INSPECTIONS FOR THE CONCRETE BASE REINFORCING, BEDDING, BACKFILL, AND FOR THE POLE AND ASSOCIATED WIRING.
4. STREET LIGHT BASES SHALL BE LOCATED 10' MIN. FROM TREES, 5' MIN. FROM FIRE HYDRANTS AND 2' MIN. FROM WATER METERS.
5. KEEP ACCURATE NOTES OF CONDUIT, JUNCTION BOX LOCATIONS. ATTACH A REDEFINED AS BUILT DRAWING OF THE PLAN SHEET TO THE STREET LIGHTING ELECTRICAL PERMIT, OR SUBMIT A HARD COPY TO THE MERIDIAN PUBLIC WORKS DEPARTMENT PRIOR TO REQUESTING FINAL INSPECTION.
6. CONTACT THE CITY TRANSPORTATION AND UTILITY COORDINATOR (208) 898-5500 FOR QUESTIONS REGARDING UTILITY CONFLICTS, OR TO ACCESS LOCKED METER PEDESTALS.

LEGEND

-  INSTALL TYPE 1 STREET LIGHT POLE WITH LUMINAIRE IN ACCORDANCE WITH THE CITY OF MERIDIAN, DEPARTMENT OF PUBLIC WORKS IMPROVEMENT STANDARDS FOR STREET LIGHTING, AND THE MOST CURRENT CITY OF MERIDIAN SUPPLEMENTAL SPECIFICATIONS AND DRAWINGS TO THE ISPC. TYPE 1 STREET LIGHT POLES SHALL BE ROUND STEEL POWDER-COATED BLACK PER THE CITY OF MERIDIAN SUPPLEMENTAL SPECIFICATIONS DRAWING 11. CONTRACTOR SHALL COORDINATE NOMINAL MOUNTING HEIGHT AND MAST ARM LENGTH WITH CITY PRIOR TO INSTALLATION. LUMINAIRES SHALL BE LED FIXTURES THAT ARE ON THE APPROVED FIXTURE LIST (SEE APPROVED LED FIXTURE LIST FOR STREET LIGHTING), OR HAVE BEEN PRE-APPROVED IN WRITING BY THE CITY'S TRANSPORTATION AND UTILITY COORDINATOR.
-  INSTALL TYPE 2 STREET LIGHT POLE WITH LUMINAIRE IN ACCORDANCE WITH THE CITY OF MERIDIAN, DEPARTMENT OF PUBLIC WORKS IMPROVEMENT STANDARDS FOR STREET LIGHTING, AND THE MOST CURRENT CITY OF MERIDIAN SUPPLEMENTAL SPECIFICATIONS AND DRAWINGS TO THE ISPC. TYPE 2 STREET LIGHT POLES SHALL BE 25' NOMINAL MOUNTING HEIGHT, SQUARE STEEL WITH BRONZE POLYESTER COATING AND CONFORM TO THE SUPPLEMENTAL SPECIFICATIONS. LUMINAIRES SHALL BE LED FIXTURES THAT ARE ON THE APPROVED FIXTURE LIST (SEE APPROVED LED FIXTURE LIST FOR STREET LIGHTING), OR HAVE BEEN PRE-APPROVED IN WRITING BY THE CITY'S TRANSPORTATION AND UTILITY COORDINATOR.
-  EXISTING TYPE 1 STREET LIGHT
-  EXISTING TYPE 2 STREET LIGHT

SHEET NOTES

- A. CONTRACTOR TO VERIFY STREET LIGHT LOCATIONS WITH CITY OF MERIDIAN AND ACHD PRIOR TO INSTALLATION AND NOTIFY ENGINEER IF SAFETY HAZARDS OR UTILITY CONFLICTS EXIST.
 - B. STREET LIGHTS SHALL BE OWNED/MAINTAINED BY THE CITY OF MERIDIAN.
 - C. SERVICE - ALL STREET LIGHTS SHALL HAVE UNDERGROUND ELECTRICAL SERVICES PROVIDED. SERVICE VOLTAGE SHALL BE 120 OR 240 VOLTS ONLY. CONTRACTOR SHALL DETERMINE CONDUIT SLEEVE LOCATIONS, SIZES, AND AMOUNT REQUIRED AT ALL UTILITY AND PAVEMENT CROSSINGS.
 - D. METERING - CONTRACTOR SHALL COORDINATE METER LOCATIONS WITH IDAHO POWER AND CITY OF MERIDIAN.
- WHERE A METERED SYSTEM IS REQUIRED, NEW DEVELOPMENTS SHALL INSTALL CONDUIT WITH ONE NO. 10 STRANDED PULLWIRE FROM THE LAST LIGHT ON EACH END OF THE SYSTEM TO THE ADJACENT PROPERTY LINE ON A STUBBED STREET, WHERE THE ADJACENT PROPERTY HAS NO EXISTING STREET LIGHT SYSTEM. THIS WILL ALLOW FOR THE CONTINUATION OF THE STREET LIGHTS WHEN THE ADJACENT PROPERTY IS DEVELOPED.



0 80 160 240
Plan Scale: 1" = 80'



APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with Meridian City Standards and Specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct those facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, development agreements, specifications, orders of approvals, all of which the City retains the right to enforce. Inconsistencies not noted by City staff shall not be construed as approved unless specifically addressed in writing by the City. Any proposed revision to these plans must be submitted for review and compliance with the Meridian City Standards and Specifications before said revision is constructed.

Name sobrien

Date May 12 2021