



## CITY OF STAR

# ENGINEER DEPARTMENT MEMO

**TO:** Mayor & Council  
**FROM:** Tim Clark, P.E., Assistant City Engineer  
**MEETING DATE:** **September 3, 2024**  
**RE:** **Freedom Park Surveying Support**

### ACTION

Engineering Staff has reached out to J-U-B Engineers to provide a scope of work and cost to provide surveying support at Freedom Park. Staff has the following three objectives for this contract:

1. Annexation of two City owned properties directly south of the River House.
2. Consolidation of the City owned properties at the River House and Freedom Park into a single lot.
3. Creation of an easement for the Star Sewer & Water District for the water main constructed as a part of the River House Parking Lot project.

The annexation of the two City owned properties south of the River House will allow these two properties, along with the other five lots comprising the River House, the new River House parking lot, the River Walk parking lot, and Freedom Park (when deeded to the City) to be consolidated into a single lot.

Consolidating these seven parcels into a single lot provides several benefits to the City including the following:

1. Flexibility in the placing future buildings (future event center, bathrooms, etc).
2. The ability to provide utility services to multiple facilities from a single source. Typically, individual lots require individual utility service connections.
3. Protecting the integrity of the park from individual parcels being sold off in the future.

Engineering Staff is seeking approval from the Council to enter a contract (attached) for **\$28,200.00** with J-U-B Engineers to provide legal descriptions and a record of survey for the new, Freedom Park parcel.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Freedom Park – Annexation and Lot Consolidation

CLIENT: City of Star

J-U-B PROJECT NUMBER: 10-24-

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

AGREEMENT DATED: / / ; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

In the area of the Freedom Park Project, the City of Star (CLIENT) intends to annex two of the Freedom Park parcels (S0417323485 and S0417323480) into the City of Star. Subsequent to the Annexation, the CLIENT intends to consolidate said annexed parcels with five other contiguous parcels (R1842701951, R1842701921, R1842701985, R1842701320, and R6925900880) into one overall parcel for Freedom Park.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Preliminary Title Reports

- 1. Order preliminary title reports for the project. J-U-B assumes that the CLIENT will provide one title report for the above seven properties, and J-U-B will order the remaining six from a title company at a cost of \$550 per title report.

B. Task 002: Initial Boundary Survey

- 1. Office work to set up Control files, calculate existing boundaries from record documents and title reports received in Task 001, establish project coordinate system as NAD83 Modified Idaho West Projected to the published Ada County Ground Projection.
2. Utilize office calculations to set project control around the site, and to field locate and tie all available record monuments for the corners of the seven parcels noted above. Collect sufficient data on the existing waterline (in Parcel R1842701985) running generally easterly from S Main. Street to support a legal description for an easement (See Task 004).
3. Office work to process the collected boundary markers and create a resolved boundary for all seven parcels for use in subsequent Tasks.

C. Task 003: Annexation Legal Description

- 1. Utilizing the linework created from the resolved boundary in Task 002, prepare a legal description and exhibit plat for the two parcels owned by the City (S0417323485 and S0417323480) for the purposes of annexing said parcels into the City of Star. Deliverable: Stamped and wet-signed

legal description and exhibit showing the Annexation Boundary for the CLIENT's use in annexing the property into the City of Star.

**D. Task 004: Waterline Easement Legal Description**

1. Utilizing the data collected on the existing waterline (Item 2 of Task 002 above), office work to prepare a legal description to be used in recording a waterline easement.

**E. Task 005: Parcel Consolidation Legal Description and Record of Survey**

1. Subsequent to the Annexation of the parcels in Task 003, and subsequent to the acquisition of Lot 8 of Block 35 as shown on the Plat of Parkstone Subdivision No. 14 (R6925900880) from River Stone, LLC, J-U-B will utilize the linework created from the resolved boundary in Task 002, to prepare a legal description and exhibit plat for the consolidation of all seven (7) City of Star parcels noted above. Deliverable: Stamped and wet-signed legal description and exhibit showing the Parcel Consolidation for the CLIENT's use in recording a Deed to consolidate said parcels.
2. Subsequent to the recording of the Parcel Consolidation and waterline easement, J-U-B will set boundary corner markers at all corners of the consolidated parcel that are not already previously monumented, or, at the time of the survey are missing previously set monuments, and monuments for the corners of the recorded waterline easement. J-U-B will file with the County Recorder, a Record of Survey depicting the boundary of the Parcel Consolidation and the found and/or set monuments marking said boundary.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Providing J-U-B with a title report for one of the seven above-referenced parcels. Provide the final recorded deed for the parcel to be acquired from River Stone, LLC.
2. Providing clear and open access to J-U-B field personnel to conduct the necessary fieldwork for the Tasks noted above.

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
  - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
  - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
  - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 12 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project

management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Preliminary Title Reports	Lump Sum	\$3,300	Requested upon NTP.
002	Initial Boundary Survey	Lump Sum	\$9,100	Begin within 5 working days of receipt of Title Reports
003	Annexation Legal Description	Lump Sum	\$2,300	Deliver within 30 days of start of Task 002
004	Waterline Easement Legal Description	Lump Sum	\$1,600	Deliver within 30 days of start of Task 002
005	Parcel Consolidation Legal Description and Record of Survey	Time and Materials (Estimated Amount Shown)	\$11,900	Deliver Parcel Consolidation Legal description within 5 working days of receipt of River Stone, LLC Deed.
<b>Total:</b>			<b>\$28,200</b>	

**Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

**Certification Concerning Government Ownership or Operation.** Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: No

GROUP: Surveying

PROJECT DESCRIPTION(S):

1. Surveying (L02)
2. None



Maxar, Microsoft



# City Lot Annexation City of Star - J-U-B Surveying



August 6, 2024



# City Lot Consolidation City of Star - J-U-B Surveying



August 6, 2024