



**THE CITY OF EAGLE
CITY COUNCIL
AMENDED
AGENDA**
Eagle City Hall, 660 E. Civic Lane, Idaho
March 25, 2025 5:30 PM

**Indicates Added Item.*

INVOCATION

1. **CALL TO ORDER**
2. **ROLL CALL: GINDLESPERGER, KVAMME, MAY, RUSSELL.**
3. **PLEDGE OF ALLEGIANCE**
4. **ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA**
5. **REPORTS:**
 - A. Mayor and Council
 - B. Department Staff:
 1. Museum Director, Alana Dunn quarterly report.
 2. Water Superintendent, Ken Acuff quarterly report.
 - C. Eagle Police Department
6. **APPOINTMENT:**
 - A. **Appointment of Deputy Treasurer/Clerk:** In accordance with Eagle City Code 1-6D-1, Mayor Pike is requesting Council confirmation of appointment of Melinda Sheets as Deputy Treasurer/Clerk. The Oath of Office will be administered directly after the motion. (BKP)
7. **CONSENT AGENDA:** *ALL CONSENT AGENDA ITEMS ARE CONSIDERED ACTION ITEMS.* Consent Agenda items are considered to be routine and are acted on with one motion. There will be no separate discussion on these items unless the Mayor, a Councilmember, member of City Staff, or a citizen requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda in a sequence determined by the City Council. Any item on the Consent Agenda which contains written Conditions of Approval from the City of Eagle City Staff, Planning & Zoning Commission, or Design Review Board shall be adopted as part of the City Council's Consent Agenda approval motion unless specifically stated otherwise.
 - A. **Claims Against the City.**
 - B. **Minutes of March 11, 2025.** (TEO)
 - C. **Arbor Day Proclamation:** A proclamation recognizing Arbor Day in the City of Eagle on April 25, 2025. (BKP)
[2025 Arbor Day Proclamation](#)
 - D. **Reappointment to the Eagle Planning and Zoning Commission:** In accordance with Resolution 23-17, Mayor Pike is requesting Council Confirmation of the reappointment of Todd McCauley to the Planning and Zoning Commission. Mr. McCauley will be serving a three (3) year term that will expire in March 2028. (BKP)
 - E. **Reappointment to the Eagle Development Impact Fee Advisory Committee:** In accordance with Resolution 23-17, Mayor Pike is requesting Council Confirmation of the reappointment of William "Tim" Neilson to the Development Impact Fee Advisory Committee. Mr. Neilson will be serving a three (3) year term that will expire in March 2028. (BKP)
 - F. **Pamela Baker Park Irrigation Pump Station Bid Award:** Bid Award for the construction of an irrigation wet well, installation of the City's purchased package pump system, piping to an existing

pond, and associated improvements to Cascade Enterprises Inc, in an amount not to exceed \$194,000 and authorizing the Mayor to execute associated contracts. Council budgeted funds with the adoption of the FY 2025 - FY 2029 Capital Plan, and is identified as P&R CP-10. (ELZ)

Pamela Baker Irrigation Pump Station - Advertisement for Bid
Bid Recommendation

- G. **Renewal Quote Between the City of Eagle and TeamSnap, Inc.:** Renewal Quote Between the City of Eagle and TeamSnap, Inc. for City recreation sport management software in an amount not to exceed \$2,400 annually. (LKB)
- H. **Independent Contractor Agreement Between the City of Eagle and Ruize Sun:** An Independent Contractor Agreement between the City of Eagle and Ruize Sun an instructor who provides educational and recreational opportunities. Compensation shall be at a rate of 70% of the total revenue generated. (AMM)
- I. **Independent Contractor Agreement Between the City of Eagle and Outdoor Event Group:** An Independent Contractor Agreement between the City of Eagle and Outdoor Event Group to provide parade services at Eagle Fun Days. Compensation shall be at a rate of \$15,000.00. (JDH)
- J. **Independent Contractor Agreement Between the City of Eagle and Natalia DiGiosia:** An Independent Contractor Agreement between the City of Eagle and Natalia DiGiosia as an instructor to provide educational and recreational opportunities. Compensation shall be at a rate of 70% of the total revenue generated. (AMM)
- K. **Live Performance Agreement Between the City of Eagle and Eagle Jazz Festival:** A Live Performance Agreement between the City of Eagle and Eagle Jazz Festival to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- L. **Live Performance Agreement Between the City of Eagle and Charlie Ferchau:** A Live Performance Agreement between the City of Eagle and Charlie Ferchau to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- M. **Live Performance Agreement Between the City of Eagle and Nick Monteiro:** A Live Performance Agreement between the City of Eagle and Nick Monteiro to perform at the Eagle Saturday Market. Compensation shall be at a rate of \$250.00 for specified services. (SLC)
- N. **Live Performance Agreement Between the City of Eagle and Gordon Hamilton:** A Live Performance Agreement between the City of Eagle and Gordon Hamilton to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- O. **Live Performance Agreement Between the City of Eagle and Nick Mattera:** Live Performance Agreement between the City of Eagle and Nick Mattera to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- P. **Live Performance Agreement Between the City of Eagle and Andrew Trent:** A Live Performance Agreement between the City of Eagle and Andrew Trent to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- Q. **Live Performance Agreement Between the City of Eagle and Highway 45:** A Live Performance Agreement between the City of Eagle and Highway 45 to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- R. **Live Performance Agreement Between the City of Eagle and Encore Creative Center, LLC :** A Live Performance Agreement between the City of Eagle and Encore Creative Center, LLC to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- S. **Live Performance Agreement Between the City of Eagle and Fahd & Marcus:** A Live Performance Agreement between the City of Eagle and Fahd & Marcus to perform at the Eagle Saturday Market. Compensation shall be at a rate of \$250.00 for specified event. (SLC)
- T. **Live Performance Agreement Between the City of Eagle and Elana Salzman:** A Live Performance Agreement between the City of Eagle and Elana Salzman to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- U. **Live Performance Agreement Between the City of Eagle and Heather Steele:** A Live Performance Agreement between the City of Eagle and Heather Steele to perform at Eagle Saturday Market.

Compensation shall be at a rate of \$250.00. (SLC)

- V. **Live Performance Agreement Between the City of Eagle and Lisa Bittick Lowe:** A Live Performance Agreement between the City of Eagle and Lisa Bittick Lowe to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- W. **Live Performance Agreement Between the City of Eagle and Wayne R. Worthen:** A Live Performance Agreement between the City of Eagle and Wayne R. Worthen to perform at Eagle Saturday Market. Compensation shall be at a rate of \$250.00. (SLC)
- X. **Professional Services Agreement Between the City of Eagle and Elle Phillips Design, Inc.:** A Professional Services Agreement between the City of Eagle and Elle Phillips Design Inc. to provide graphic design services for the design of the 2025 Eagle Fun Days logo. Compensation shall be at a total project rate not to exceed \$1,500.00. (JDH)
- Y. **Professional Services Agreement Between the City of Eagle and Elle Phillips Design Inc.:** A Professional Services Agreement between the City of Eagle and Elle Phillips Design Inc. for graphic design services for the creation of the 2025 Eagle Fun Days poster and social media graphic. Compensation shall be at a total project rate not to exceed \$1,100.00. (JDH)
- Z. **Termination of License Agreement Between Great Sky Owners Association Inc. and the City of Eagle:** The termination of a license agreement between the Great Sky Estates Owners Association, Inc. and the City of Eagle concerning properties commonly known as: Great Sky Estates/Highway 44 East Entrance Irrigation Meter. Ada County Recordation #2018-027621. The City has installed a separate water meter and no longer requires the license agreement. Great Sky Owners Association is in agreement with this termination. (TEO)
- AA. **Terra View Park Impact Fee Reimbursement Agreement:** An agreement between the City of Eagle and TV44, LLC, a Wyoming limited liability company, and Terra View, LLC, an Idaho limited liability company (collectively the “Owner”); and Twenty Below, LLC, an Idaho limited liability company (the “Developer”) for partial city reimbursement of the associated costs to develop an 11-acre City Park within the Terra View development utilizing restricted park impact fees. The subject property is located on the north side of Beacon Light Road approximately 3,960 feet east of State Highway 16. (WEV)
- AB. **DR-2025-02 - Common Area Landscaping within Tierpointe Subdivision No. 2 - Tall Timber Consulting:** Tall Timber Consulting, represented by Dave Yorgason, is requesting design review approval of the common area landscaping, pool house, pool, and cluster mailbox structure within Tierpointe Subdivision No. 2. The 23.25-acre site is located on the north side of State Highway 44 approximately 1,850-feet west of the intersection of State Highway 44 and North Linder Road at 5800 West State Street. (BAW)
[Tierpointe Number 2 Common Area Landscaping - Findings and Staff Report](#)
- AC. **DR-2025-03 - Subdivision Entry Monument Sign for Tierpointe Subdivision No. 2 - Tall Timber Consulting:** Tall Timber Consulting, represented by Dave Yorgason, is requesting design review approval of a subdivision entry monument sign for Tierpointe Subdivision No. 2. The 23.25-acre site is located on the north side of State Highway 44 approximately 1,850-feet west of the intersection of State Highway 44 and North Linder Road at 5800 West State Street. (BAW)
[Tierpointe Number 2 Subdivision Signage - Findings and Staff Report](#)
- AD. ***Reappointment to the Parks, Pathways and Recreation Commission:** In accordance with Resolution 23-17, Mayor Pike is requesting Council Confirmation of the reappointment of Michael Huffaker to the Eagle Parks, Pathways and Recreation Commission. Mr. Huffaker will be three (3) year term that will expire in March 2028. (BKP)
- AE. ***Addendum No. 1 to the Construction Service Contract for Clerk/Treasurer's Department Remodel Project:** Staff is seeking Council approval of Addendum No. 1 of the construction service contract between the City of Eagle and ESI Express, in the amount of \$25,665.60. The addendum is to address unforeseen construction costs encountered. (ELZ & TEO)
[ESI Addendum 1 Staff Memo](#)
- AF. ***Professional Services Agreement Between the City of Eagle and Stack Rock Group:** Professional Services Agreement between the City of Eagle and Stack Rock Group for architecture design services to provide 3D renderings and fly through animations for the Eagle City Athletic Park Donation

Campaign in an amount not to exceed \$6,000. (TEO)

8. **PUBLIC HEARINGS:** *ALL PUBLIC HEARING ITEMS ARE CONSIDERED ACTION ITEMS. Public hearings will not begin prior to 6:00 p.m. Public Testimony will be taken on items listed in this section.*

- Public Hearings are legally noticed hearings required by state law. The public may provide formal testimony regarding the application or issue before the City Council. This testimony will become part of the hearing record for that application or matter.
- Public hearing testimony time limits: Individuals testifying are allotted three (3) minutes for non-repetitive testimony
- Disclosure of ex parte and/or conflict of interest.

- A. **CPA-2025-01 – Comprehensive Plan Text Amendment - Star Fire Capital Improvement Plan – City of Eagle:** The City of Eagle is proposing a comprehensive plan text amendment to Chapter 4: Utilities, Facilities & Services to identify the most recent capital improvement plan for the implementation of impact fees for Star Fire District. (WEV/KRD)
[Comprehensive Plan Text Amendment - Star Fire Capital Improvement Plan](#)
- B. **Star Fire Protection District Capital Improvement Plan and Development Impact Fee Study:** The City of Eagle is requesting approval of the Star Fire Protection District Capital Improvement Plan and Development Impact Fee Study dated August 23, 2023. (TEO)
[Star Fire Protection Capital Improvement Plan and Development Impact Fee Study](#)
- C. **A Public Hearing to Consider New Fees for Development Impact Fees for Star Fire Protection District.** (TEO)
C1: **Resolution No. 25-03 - Resolution of the City of Eagle Adopting Fees for Fire Impact Fees:** A Resolution of the City of Eagle, Idaho, adopting fees for Fire Impact Fees directly related to fees imposed by Star Fire Protection District and providing for effective date. (TEO)
[Resolution 25-03 - Star Fire Protection District - Impact Fee](#)
[Resolution 25-03 Star Fire Impact Fees and Public Hearing Notice](#)
- D. **A Public Hearing to Consider a Fee Proposal to Establish New Municipal Water Fees for the Eagle Foothills including, but not Limited to, the Avimor and Valnova Development.** (KR)
D.1: **Resolution 25-04 - Resolution of the City of Eagle Updating the City of Eagle Water Fee Schedule:** Resolution of the City of Eagle Updating the City of Eagle Water Fee Schedule to establish new fees for the Eagle Foothills in accordance with Eagle City Code Section 1-7-4; to update and establish new fees to be charged for services and provide an effective date. (KR)
[Resolution 25-04 Foothills Water Fee](#)
[Resolution 25-04 Foothills Water Fee and Public Hearing Notice](#)
- E. **PP-2024-03 - Preliminary Plat for Avimor Mcleod Subdivision No. 1 - Avimor Development, LLC:** Avimor Development, LLC, represented by Brad Pfannmuller, is requesting preliminary plat approval for McLeod Subdivision No.1, a 375-lot (337-residential, 11-highway mixed use, 27-common) subdivision. Portions of the 313.00-acre site are located within Ada County, Boise County, and Gem County and is generally located on the west side of State Highway 55 north of the intersection of State Highway 55 and North McLeod Way. (DLM)
[Avimor-McLeod Subdivision No. 1](#)

9. **NEW BUSINESS:**

- A. **ACTION ITEM: Intergovernmental Agreement and Joint Powers Agreement Between the City of Eagle and Star Fire Protection District:** Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Star Protection District Systems Improvements. (TEO)
- B. **ACTION ITEM: Ordinance No. 948 - Amendment to Title 7 "Building Regulations":** An Ordinance of the City of Eagle, Ada County, Idaho, Amending Title 7 "Building Regulations," Chapter 6 "Development Impact Fee", Section 18 "Fire Impact Fees", providing a severability clause; and providing an effective date. (TEO)
[ORD 948 - Star Fire Protection District - Impact Fees](#)
- C. ***ACTION ITEM: Proposed City Owned Shop:** The Public Works Director will provide information to the Mayor and Council regarding a proposed City Owned Shop. (ELZ)

10. EXECUTIVE SESSION: 74-206 (1) An executive session at which members of the public are excluded may be held, but only for the purposes and only in the manner set forth in this section. The motion to go into executive session shall identify the specific subsections of this section that authorize the executive session. There shall be a roll call vote on the motion and the vote shall be recorded in the minutes. An executive session shall be authorized by a two-thirds (2/3) vote of the governing body. An executive session may be held:

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

A. *ACTION ITEM:* **Action Regarding Pending/Threatened Litigation.**

11. ADJOURNMENT

The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk's Office at (208) 939-6813 at least 24 hours in advance of the meeting date and time.