

MINUTES
SPECIAL BOARD MEETING
WESTERN ELMORE COUNTY RECREATION DISTRICT (WECRD)
245 East 6th South, Mountain Home, ID 83647
November 4, 2020 at 5:00PM

I. CALL MEETING TO ORDER/ ESTABLISH QUORUM

President Dan Gillies called the meeting to order at 5:02PM, and a quorum was established with all Directors present; Dan Gillies, Lee Pierce, and Doug Meyer.

Others in attendance:

Michelle Heins, WECRD Administrator

Judy Erwin, WECRD Treasurer

Attorney, Larry Ashcraft

Guests: Vivian Meyer, Betty Ashcraft, Matt Bundy, Mayor Rich Sykes, Brad Stokes, Mike McCain, Daniel Brennen, Rich Urquidi, Nina Patterson, Paul Fitzer (City Attorney)

II. Discussion regarding the agreement between the WECRD and City of Mountain Home as they relate to the WECRD 18th Street Property

1. Discuss compensation for the WECRD property taken by the City for the 18th Street Project - ACTION ITEM

2. Correct the filing location of the retention pond and grant a new easement - ACTION ITEM

This meeting is called to discuss the easement agreement with the City of Mountain Home on 18th Street and to discuss compensation of the real property consumed by the City. Councilman Brennen began the conversation by asking, “What is the problem and where are we today?” The District attorney, Larry Ashcraft responded with the original Right-of-Entry agreement that was signed by the previous Board, includes two parcels or property, one for the 18th street project where the City retained .438 acres of Rec District property, and the other was for the location of the retention pond. The problem is the Right-of-entry agreement that was signed doesn’t specify what exactly the City has taken. Larry suggested straightening out the paperwork by creating a new document that has the correct legal description of where the retention pond actually is and another document transferring ownership of the property the City used for the 18th street project.

Mayor Sykes asked how much the District is expecting for compensation. Lee explained the dollar figure for the land is \$10,950 which is the purchase price divided by the acres taken. The original signed document by both parties states, “it is understood and agreed that this permission is granted without prejudice to any rights of the undersigned, pending a settlement being arrived at as to the amount of compensation to be paid to the Grantor (WECRD) for the said parcel of right of way...” The value of the retention pond would be calculated the same as the 18th Street road therefore it amounts to \$6,250. Larry interjected and said his understanding of the agreement puts the price on the City to come up with and the District can agree or disagree to that price.

There was discussion on who drafted the original signed agreement. Rich Urquidi implied that HDR Engineering put together the agreement. The City was under the impression at that time that the land was donated, the School District donated their land for the retention pond and they thought the District did the same. That was never in writing anywhere that the District is aware of, nor had they heard that before the City mentioned it at the meeting.

There was discussion as to whether the District approved the relocation of the pond. After contacting our agents (engineers/architects) it was in an email thread between the City, HDR Engineering, Lombard Conrad, and The Land Group agreeing to relocate the pond to the SW corner. There was no representative from the District included in those emails. The architects on behalf of the District made that approval.

It was asked if there was an option to move the retention pond back to the original agreed upon location in the signed agreement. It was discussed and would be an option but it wouldn't be beneficial for both parties to do that.

Larry redirected the conversation and asked Paul if he agreed the language needed to be cleaner so there would not be any confusion in the future when there are new people on the Board. He agreed. Larry suggested the City determine what kind of access and rights to the two separate parcels of property on the District property they have and then discuss compensation.

There was discussion on the relocating of the pond and the miscommunications that had happened over the years. The District is not denying the approval of relocating the pond but wanted to make sure it was clear they were not involved in the email thread and their acting agents were the ones that approved the change. There was a lack of communications with all parties involved.

Brennen, speaking as an individual and not a councilman, would give \$0 for the relocation of the pond. The Mayor suggested they (The City) could clean up the documents and get it articulated correctly and that would be their compensation. Brennen also stated that there should be no money changing hands and thinks they (the City) have played fair.

It is believed that both parties, WECRD and the City, have incurred additional costs due to this miscommunication and relocation of the retention pond. We can compare costs if need be to figure out an appropriate compensation. Larry states again, the signed agreement states the City will compensate for the parcel of land that is the road.

Mayor states that they improved the District property by improving that room and they did do the curb and gutter along that road, which typically falls on the homeowner. The District expressed that that property consumed by the City was buildable property and it impacted where the District was going to build.

Judy wanted to let the Council know that the City asked the District to put the retention pond on our property, the District never asked the City to be put on their project.

Larry suggested that there needs to be new agreements drafted and the City needs to determine the suggested price.

The Mayor, City attorney, and council members had a side meeting in the WECRD lobby area. They left at 5:45pm and returned at 6:02pm.

Their attorney wants to look over everything and will clean up the paperwork. He will send a draft over to the WECRD attorney in a couple weeks.

Mayor adjourned the City Council meeting at 6:03pm.

Lee Pierce made a motion to table line items 2.1 and 2.2. Doug Meyer seconded the motion. All Directors voted in favor of the motion. The motion carries.

III. GENERAL DISCUSSION / PUBLIC COMMENT

There was no general discussion or public comment.

IV. ADJOURN

Doug Meyer made a motion to adjourn the meeting. Lee Pierce seconded the motion. All Directors voted in favor of the motion. The meeting ended at 6:05pm.

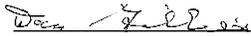
Submitted by:



Michelle Heins, Administrator

11/18/2020
Date

APPROVED: as written as amended



Dan Gillies, President

11/18/2020
Date