



Mayor Robert E. Simison
City Council Members:
Luke Cavener, President
Liz Strader, Vice President
Brian Whitlock
Doug Taylor
John Overton
Anne Little Roberts

CITY COUNCIL REGULAR MEETING

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, August 27, 2024 at 6:00 PM

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Agenda

VIRTUAL MEETING OPTION

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or dial 253-215-8782, webinar ID: 810 9527 6712

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ROLL CALL ATTENDANCE

PLEDGE OF ALLEGIANCE

COMMUNITY INVOCATION

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

- [1.](#) Approve Minutes of the August 13, 2024 City Council Regular Meeting
- [2.](#) Elevate Storage Sanitary Sewer Easement (ESMT-2024-0021)
- [3.](#) Modern Craftsman Franklin Sanitary Water and Sewer Main Easement 2 (ESMT-2024-0111)
- [4.](#) Final Plat for Pebblebrook Subdivision (FP-2024-0014) by Hayden Homes, LLC., located at 5725 N. Meridian Rd.
- [5.](#) Final Order for Lavender Place (FP-2024-0011), located at 2160 E. Lake Hazel Rd., approximately 1/4 mile east of S. Locust Grove on the north side of Lake Hazel Rd., by Breckon Land Design on behalf of LH Development, LLC.
- [6.](#) Findings of Fact, Conclusions of Law for Brundage Estates (TECC-2024-0002) by Engineering Solutions, LLP., generally located 1/4 mile south of W. Victory Rd. on the east side of S. Linder Rd. in the west half of Section 25, T.3N.,R.1W.

- [7.](#) Findings of Fact, Conclusions of Law for Brundage Estates MDA (H-2024-0031) by Engineering Solutions, LLP., generally located 1/4 mile south of W. Victory Rd. on the east side of S. Linder Rd. in the west half of Section 25, T.3N.,R.1W.
- [8.](#) Findings of Fact, Conclusions of Law for Luna Hospice (H-2024-0012) by CivilSphere Engineering, Located at 525 E. Overland Rd.
- [9.](#) Task Order Agreement with McCall Studios for Fabrication and Installation of Public Art at Chateau Park for the Not-to-Exceed amount of \$45,000
- [10.](#) Agreement between the Idaho State Historic Preservation Office (SHPO) and the City of Meridian to Receive a Grant Award of \$12,000 for Eligible Project Costs on an Updated Historic Preservation Plan for the City of Meridian
- [11.](#) Nondisclosure and Confidentiality Agreement between the City of Meridian and Idaho Power Company
- [12.](#) License Agreement with Valley Regional Transit for Use of Parking Stalls
- [13.](#) Animal Welfare and Enforcement Agreement by and between the City of Meridian and The Idaho Humane Society
- [14.](#) City of Meridian Financial Report - June 2024
- [15.](#) City of Meridian Financial Report - July 2024

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

PUBLIC FORUM – Future Meeting Topics

The public are invited to sign up in advance of the meeting at www.meridiancity.org/forum to address elected officials regarding topics of general interest or concern of public matters. Comments specific to active land use/development applications are not permitted during this time. By law, no decisions can be made on topics presented at Public Forum. However, City Council may request the topic be added to a future meeting agenda for further discussion or action. The Mayor may also direct staff to provide follow-up assistance regarding the matter.

ACTION ITEMS

Public Hearing process: Land use development applications begin with presentation of the project and analysis of the application by Planning Staff. The applicant is then allowed up to 15 minutes to present their project. Members of the public are then allowed up to 3 minutes each to address City Council regarding the application. Citizens acting as a representative of a Homeowner's Association may be allowed up to 10 minutes to speak on behalf of represented homeowners who have consented to yielding their time. The public may sign up in advance at www.meridiancity.org/forum. After all public testimony, the applicant is allowed up to 10 minutes to respond to questions and comments. City Council members may ask questions throughout the public hearing process. The public hearing is then closed, and no further public comment is heard. City Council may move to continue the application to a future meeting or approve or deny the application. The Mayor is not a member of the City Council and pursuant to Idaho Code does not vote on public hearing items unless to break a tie vote.

- [16.](#) **Public Hearing** for Firenze Plaza (H-2024-0007) by Aaron Zuzack, Browman Development Company, Inc., located at 3182 E. Mount Etna Dr.

Application Materials: <https://bit.ly/H-2024-0007>

A. Request: Modified Development Agreement to modify the existing development agreement (DA) (Inst.#2017-041827) to include new owner's information and revised concept plan for the four (4) commercial lots north of E. Mount Etna Dr.

B. Request: Conditional Use Permit for a 3,320 sq. ft. bank with a drive-through for an automatic teller machine (ATM).

- 17. Public Hearing** for McKay Farm Subdivision (TECC-2024-0001) by Sam Johnson, Scentsy, Inc., located at 5875 S. Eagle Rd.

Application Materials: <https://bit.ly/TECC-2024-0001>

A. Request: for a second time extension for the preliminary plat of Mckay Farm Subdivision

RESOLUTIONS [Action Item]

- 18.** Resolution No. 24-2468: A Resolution of the City Council of the City of Meridian Certifying the Levy of \$504,546 of Forgone Property Taxes in Fiscal Year 2025 for the Specific Purpose of Funding Firefighter Personnel Expenses and Providing an Effective Date

ORDINANCES [Action Item]

- 19.** Ordinance No. 24-2059: An Ordinance of the City of Meridian, Idaho amending Ordinance No. 23-2035, the appropriation ordinance for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (FY2024), by increasing total appropriations from \$233,617,299 to \$241,358,900, increasing total revenue from \$153,722,889 to \$173,614,188, and decreasing the use of fund balance from \$79,894,410 to \$67,744,712; and providing an effective date.
- 20.** Ordinance No. 24-2060: An Ordinance of the City of Meridian providing for the adoption of a budget and the appropriation of \$255,511,778 to defray the necessary expenses and liabilities of the City of Meridian, in accordance with the object and purposes and in the certain amounts specified for the fiscal year beginning October 1, 2024 and ending on September 30, 2025; to levy all such appropriate taxes and levies as authorized by law upon taxable property; to collect all authorized revenue; to provide for a waiver of the 2nd and 3rd readings pursuant to Idaho Code §50-902; and providing for an effective date.

FUTURE MEETING TOPICS

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the August 13, 2024 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:00 p.m. Tuesday, August 13, 2024, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Liz Strader, John Overton, Doug Taylor, Anne Little Roberts and Brian Whitlock.

Other Present: Chris Johnson, Bill Nary, Bill Parsons, Shawn Harper, Kris Blume and Dean Willis.

ROLL-CALL ATTENDANCE

| | |
|-------------------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Liz Strader | <input checked="" type="checkbox"/> Brian Whitlock |
| <input checked="" type="checkbox"/> Anne Little Roberts | <input checked="" type="checkbox"/> John Overton |
| <input checked="" type="checkbox"/> Doug Taylor | <input checked="" type="checkbox"/> Luke Cavener |
| <input checked="" type="checkbox"/> Mayor Robert E. Simison | |

Simison: Council, we will call this meeting to order. For the record it is August 13, 2024, at 6:00 p.m. We will begin tonight's Meridian City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

Simison: Next item is the Pledge of Allegiance. If you would all, please rise and join us in the pledge.

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Tonight the invocation will be delivered by Nate Wheeler. Mr. Wheeler, if you want to go ahead and come forward and for those in the audience if you would like to join us in the community invocation please do so or take this as a moment of silence and reflection. Nate, nice to see you.

Wheeler: Nice to see you, too, Mayor, Council Members and, Mr. Parsons, good to see you here again. So, thank you very much for this opportunity. Let's pray. God, I want to thank you for this day. I want to thank you for this time. I want to thank you for these servants here in this town. I want to pray that you can continue to bless them and guide them and direct them and to continue to make our town and the community that people want to be in. Lord, thank you for the ways that they have been taking care, not only in the growth, but also in the safety. Continue to give them wisdom, continue to protect their families, give them insights, help them be able to foresee beyond their own. Be able to allow them to see the needs of this community in a deeper way and be able to

continue to build the city up in a way that makes a long-term commitment and an opportunity for people to want to come to for years to come in. In Jesus' name, amen.

ADOPTION OF AGENDA

Simison: Thank you, Nate. Appreciate you. Next item up is adoption of the agenda.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I see no changes to tonight's agenda, so I move we adopt the agenda as presented.

Strader: Second.

Simison: Have a motion and a second to adopt the agenda. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the agenda is agreed to.

MOTION CARRIED: ALL AYES.

CONSENT AGENDA [Action Item]

- 1. Approve Minutes of the July 16, 2024 City Council Work Session**
- 2. Approve Minutes of the July 23, 2024 City Council Work Session**
- 3. 425 Watertower Commercial Flex Water Main Easement (ESMT-2024-0100)**
- 4. Amity Rd. Storage Water Main Easement No. 2 (ESMT-2024-0104)**
- 5. Bank of America: Village at Meridian Partial Release of Sanitary Sewer and Water Main Easement (ESMT-2024-0102)**
- 6. Blue Horizon Flex Water Main Easement (ESMT-2024-0101)**
- 7. Franklin Industrial Sanitary Sewer and Water Main Easement No. 1 (ESMT-2024-0066)**
- 8. Franklin Industrial Sanitary Sewer and Water Main Easement No. 2 (ESMT-2024-0067)**
- 9. Matador Estates Subdivision Water Main Easement No. 1 (ESMT-2024-0094)**

- 10. Oaks North Phase 12 Sanitary Sewer and Water Main Easement (ESMT-2024-0099)**
- 11. Prescott Ridge Subdivision No. 3 Sanitary Sewer and Water Main Easement No. 1 (ESMT-2024-0095)**
- 12. Sulamita Evangelical Church Sanitary Sewer and Water Main Easement (ESMT-2024-0103)**
- 13. Final Plat for Lavender Place (FP-2024-0011), located at 2160 E. Lake Hazel Rd., approximately 1/4 mile east of S. Locust Grove on the north side of Lake Hazel Rd., by Breckon Land Design on behalf of LH Development, LLC.**
- 14. Findings of Fact, Conclusions of Law (corrected) for Pebblebrook Subdivision (H-2024-0005), located at 5725 N. Meridian Rd., by Rodney Evans + Partners, LLC.**
- 15. Landscaping and Maintenance Agreement between the City of Meridian and Ten Mile Crossing Inc. (Brighton) for the I-84 and Ten Mile Road Interchange**
- 16. Interagency Agreement between Ada County Highway District and the City of Meridian for Water and Sewer Construction/Roadway Construction - FY 22 - Residential Capital Maintenance**
- 17. Interagency Agreement between Ada County Highway District and the City of Meridian for Water and Sewer Construction/Roadway Construction - Ustick - Black Cat to Ten Mile**
- 18. School Resource Officer Agreement between City of Meridian and West Ada School District: 2024-2025 School Year**
- 19. Agreement to approve acceptance of Hidden in Plain Sight Drug Awareness trailer donation for the Meridian Police Department and Meridian Anti-Drug Coalition**
- 20. Development Agreement (Pebblebrook Subdivision H-2024-0005) Between City of Meridian and Te Amo Despacio, LLC for Property Located at 5725 N. Meridian Rd.**
- 21. Resolution No. 24-2465: A Resolution of the City Council of the City of Meridian to Adopt 2025 Initial Point Gallery Schedule; and Providing an Effective Date**

- 22. Resolution No. 24-2467: A Resolution of the City Council of the City of Meridian Revising the Public Works Design Standards for the City of Meridian; and Providing an Effective Date**
- 23. Approval of Construction Contract and succeeding PO to Challenger Companies, Inc. for Well #17 and Well #25 - Construction of Water Blending Line (Phase 2) for the Not-To-Exceed amount of \$476,04**

Simison: Next item up is the Consent Agenda.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Move we approve the Consent Agenda as presented, for the Mayor to sign and the Clerk to attest.

Strader: Second.

Simison: I have a motion and a second to approve the Consent Agenda. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the Consent Agenda is agreed to.

MOTION CARRIED: ALL AYES.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

Simison: There were no items moved from the Consent Agenda.

PUBLIC FORUM – Future Meeting Topics

Simison: So, Mr. Clerk, did we have anyone signed up under public forum?

Johnson: Mr. Mayor, we did not.

ACTION ITEMS

- 24. Public Hearing for Luna Hospice (H-2024-0012) by CivilSphere Engineering, Located at 525 E. Overland Rd.**
 - A. Request: Annexation of 1.03 acres of land with a proposed R-8 zoning district.
 - B. Request: Conditional Use Permit to operate a nursing or residential care facility consisting of a 14-bed hospice facility.

Simison: Okay. Then with that we will move right into our Action Items for this evening. First item up is Item 24, which is a public hearing for Luna Hospice -- Hospice, H-2024-0012. We will open this public hearing with staff comments.

Parsons: Thank you, Mr. Mayor, Members of Council, first item on the agenda tonight is a request for annexation and conditional use permit for the Luna Hospice application. The site consists of 1.03 acres of land, currently zoned R-1 in Ada county and is located at 525 East Overland Road. Future land designation on this property is medium density residential. However, this project before you tonight is not -- is residential in nature. It is a nonresidential use on this site and as such in the Comprehensive Plan you are given the authority to allow a commercial or office use on this property, even though it has a residential designation on it. So, that's something that we have asked as part of the request tonight, the applicant's asked for the Council to grant that nonresidential use. So, the applicant is here again to annex in the property with the R-8 zoning district and because of the R-8 zoning the nursing care facility does require conditional use in that residential zoning district and they want to operate a 14 bed hospice care facility. So, in the UDC that is defined as a nursing or residential care facility. You can see here the differences in the site plan. So, when we were before Planning and Zoning Commission the applicant submitted the plan on the left-hand side of your screen labeled as previous site plan and since the Planning and Zoning Commission the applicant has revised that site plan based on the conversations that were held at -- based on the conditions in the staff report and conversations held at the Planning and Zoning Commission here. Access to this development is currently -- the only access to this site will be from Overland Road, which is an arterial roadway, and on the left-hand graphic here you can see the existing driveway approach, which is U-shaped. That will be replaced and per the recommendation of staff, Commission and ACHD the applicant has shifted their driveway location to the eastern most portion of the site, which allows access to this property -- one access to this property. So, we are consolidating accesses, which is consistent with the code, but it also sets up the adjacent properties to the east and the adjacent property to the west that are also in the county that may redevelop at some point in the future. So, we are getting that cross-access, which is also envisioned by the UDC. So, again, I think they -- compliment the applicant for making those changes, so that we can share those with you this evening. Go ahead and transition to the landscape plan here, so you can see how that would relate in -- in accordance to UDC standards. So, because this is an R-8 zoning district the applicant doesn't necessarily need to provide a landscape buffer to the surrounding residential uses, but you can see in this exhibit that they are proposing a 20 foot buffer along the southern boundary and the eastern boundary to provide that buffer, but as I mentioned in the hearing outline and in the staff report, on the west side of the site there is an existing garage that will remain and be part -- be used for storage for the proposed use and there is also a driveway that provides access to that. So, that's why you see a lesser buffer on that side as well. And, again, the Commission was comfortable with that and also in the staff report and in your hearing outline this evening. I would mention to the Council that the actual structure itself, the existing garage, does encroach within the -- within the R-8 setback if this property is annexed and zoned. So, typically, in an R-8 zone we require a five foot setback and you can see here in the graphic here may be encroaching about

a foot within that setback. Again, considered a nonconforming structure, which is allowed in our code, it just any future expansion would just -- any nonconforming structure would just have to meet the current setback standards for that addition, not necessarily remove the whole entire building. So, again, because it was being used as a storage, the Commission was comfortable with it remaining as a nonconforming structure on the site and I will also point out to the Council that the existing home, as well is far away -- is outside of the setback, so it's really just the detached structure, not any part of the structure or the addition. So, the existing home on the site is about 2,000 -- little over 2,000 square feet and, then, the applicant is also proposing as part of the condition of use to build on another 2,000 square feet, so that you are looking at over 4,000 square feet of structure on this property and, then, putting in the associated parking with that. So, all of that does meet UDC standards as well. Here is some sample elevations of the addition. Again, the applicant will have to come back once annexed, go through the certificate of zoning compliance process, design review process with the staff and we will make sure that the addition matches in with the surrounding properties and looks residential in nature. Planning and Zoning Commission did recommend approval at the June 20th hearing and, then, really any items of discussion -- discussed at the hearing, so -- and the only outstanding issue for the Council this evening is what we had hoped and -- hoped for was when we looked at the legal description for the annexation request there are certain requirements that the State Tax Commission requires and the documentation that was provided with the application didn't quite meet those standards, so we didn't want the applicant to get hung up at the Tax Commission if this is approved for annexation. We had hoped to get the revised documents before the City Council hearing and that did not happen. So, in tonight's -- tonight I'm asking you to add a condition to this project as part of the annexation comments that they get that exhibit to us prior to the city adopting the ordinance. We really need to get that buttoned up, so that if this moves forward and they get forward -- submitted to the Tax Commission for approval for annexation that they meet those requirements. So, I would ask that the Council add that to the -- to your motion this evening. I have had a chance to look at the public record. There is no public testimony on this application. So, again, should be pretty straightforward. Both the Planning and Zoning Commission and staff have recommended approval to you and I will conclude my presentation and stand for any questions you may have.

Simison: Thank you. Council, any questions for staff?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Just a quick question, Bill. The -- on the revised landscape plan with that cross-access, is that like a -- going to be like a driveway or more like a -- kind of a road? What is that actually going to look like?

Parsons: Mayor, Members of the Council, yes, that will actually be black asphalt to provide the drive aisle to the parking and, then, also stubbed to the adjacent property for

a future cross-access and, then, along Overland is a 20 foot wide landscape buffer. Code requires 25 feet, but if they use water conserving design concepts they can reduce that buffer by half, but they have only elected to go down to 20 feet. So, their buffer will still meet UDC standards.

Simison: Council, an additional questions for staff? Would the applicant like to come forward?

Weber: Hi. I'm Carmen Weber -- I am Carmen Weber. I'm representing Weber Design Studio. I'm the landscape architect on the project.

Simison: Can you get closer to the mic, so we have our remote listeners hear.

Weber: So, I'm Carmen Weber. I'm representing Weber Design Studio. I'm the landscape architect on the project and Claire Smarda is the civil engineer. She couldn't be here today. She's with CivilSphere Engineering and --

Lieu: My name is Albert Lieu. I'm one of the co-owners of Luna Hospice. We currently have a hospice home in Nampa right now and trying to expand into Meridian. So, if you have any questions for me, please, let me know.

Simison: Council, any questions for the applicant?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thank you for being here tonight. I did have just a -- a quick question. This may be a little bit out of right field, but do you prohibit your employees to smoke at work? Are you a nonsmoke facility or --

Lieu: If -- on our agreement for the staff if they smoke it would be outside -- 20 feet to -- I think it was 25 feet away from the building.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Okay. So, that's -- at least that's where at least my hesitation is. We have got kind of residential use and I guess where I somewhat worry about is that, again, people make their own decisions about tobacco usage, but would want to be really sensitive about us not impacting the residential sides that are kind of a -- on both sides of you with having somebody who is using tobacco. So, I don't know where you have got the -- we have got the -- kind of the storage garage that's already outside the setback area. That's the part that I -- I kind of look at. That would be the natural maybe spot where somebody would be on a break, would hang out, and that puts it in pretty

close to the neighbors and so I don't know -- I don't think that's something you have considered. I just don't know what you guys think is the best remedy around that.

Lieu: I think we will look at the location. I think there will be like a smoking area and it would be away from any of the setback areas.

Cavener: Okay. We may talk about this a little bit more, but I appreciate your willingness to try and solve that, so thank you.

Lieu: No problem.

Simison: Council, any additional questions for the applicant? Okay. Thank you very much.

Weber: Thank you.

Simison: Mr. Clerk, did we have anybody signed up to provide testimony on this item?

Johnson: Mr. Mayor, just Robert Sperry.

Simison: Robert Sperry. If you would like to come forward. Please come forward and if you would state your name and address the record, please.

Brody: Rodney Brody. 58 East Dominica Drive, Meridian Greens and we have an irrigation pipe under this and we are obligated to provide water to this and the house east of there and our pipe can't be covered up. We have to have access to it and if they want to move it they couldn't move it until after the irrigation season. But it's very difficult. We have a thrust block right under that neighborhood, so it has to -- the whole thing would have to be moved and I don't think there is room to move it back any further. We have a four inch pipe coming in at that lot. It is divided into two one inch pipes, but one is going to the other one and that first one and that lot gets one inch of water.

Simison: Okay. Council -- okay. All right. Thank you. Appreciate it.

Brody: Thank you.

Simison: Is there anybody else who would like to provide testimony on this application, either here in chambers or anybody online? If you are online you can use the Zoom function -- or use the raise your hand feature. Seeing no one coming forward or raising their hand, would you like the applicant to come up now to see if they can answer those questions? It doesn't sound like we have the subject matter expert from the applicant here that could answer that, unless they think they can. So, if the applicant would like to come forward to close and --

Weber: I couldn't quite hear him very clearly back there. Would you mind reiterating what he had mentioned in his comments, please?

Simison: He mentioned irrigation facilities that are located on the property and the challenges with what could or couldn't be done with them due to how they provide to neighboring properties.

Weber: Okay. Yeah. We have looked into it and we are working with the adjacent HOA that is contributing with the pressurized irrigation that's currently on site right now. We are aware of the different sizes of pipes on site and we plan to not exceed any of our rights that we are allowed. Additionally, we understand that construction has to happen within the irrigation -- like non-irrigated period of the year, so that we don't prevent irrigation for adjacent uses. So, we are planning on accommodating all neighbors and not disrupting any of their current water service.

Simison: Council, clarifying comments, questions?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: To kind of clarify, so is the current irrigation already underground?

Weber: Yes.

Taylor: And the previous testimony said that can't be covered. I'm not sure what that means. Does that mean by -- like black top? By a facility? I mean what -- what exactly are we talking about by the irrigation can't be covered?

Weber: Access to it. So -- so that would provide -- that would be like -- like a box, a gate that you could service it. So, wherever the connection points are it's not completely covered. So, for future maintenance you would be able to get in there and access it.

Lieu: So, actually, I think six or seven months ago somebody did come to dig out the main and replace it. So, where the main is we will not be building on top of that. That would still be the area that you see behind there. It -- it would be within the setback. So, the access -- which should not be an issue, since, you know, they already came and dug up and replaced the main.

Weber: Just for so everyone knows it runs along the south side of the property within that setback.

Lieu: Parallel to the fence.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I have a question for planning staff. Hi, Bill. Do we not usually receive like a letter from the irrigation district just kind of formalizing their review? Where are we at with that and how -- how would you expect this issue to be resolved? Would you expect this issue to be resolved before approving it. Help me understand what we would normally do with this.

Parsons: Certainly. I can certainly look in the public record and see if we received anything, but just for context of this conversation, Mayor, Council Woman Strader, it depends on the size of the facility. A lot of times Nampa-Meridian, Settler's Irrigation, the New York Canal Company, they -- they have a broader area they overlook, but they don't deal with all the individual lateral users associations. So, sometimes when you get to those small minute singular properties it's hard to identify which group controls what and that's why we appreciate a gentlemen like this coming and saying hey -- and it does throw -- it does throw a wrench in the conversation, because we don't expect that to occur. But if it was a larger facility, absolutely, we would have something from Nampa-Meridian that says provide a land use application change with us and go through the change. I think in this particular case it sounds like the facility's already built, the water rights are associated with this property, so it really is more of a private matter than a public matter, but there are state laws that tries to protect that for each individual. So, as long -- the positive thing that I heard about the conversation is that they are working with the HOA and as long as they don't build over it and they have a ways to maintain it and access it and there is an agreement to that effect and everyone agrees to it, I think staff is still comfortable with them moving forward with developing the site. But let me look at the public record and see if we got any official comments from any of the irrigation providers.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: For what it's worth, I'm generally supportive of the -- of the request. I do always worry whether certain -- to our planning staff's point, certain state laws that -- that direct you can't impede or get in the way of the flow of water from a previous water right. I would feel more comfortable in voting in approval once that -- those T's have been crossed and the I's have been dotted on that particular piece. While this would eventually become a civil matter, I wouldn't want to necessarily have a Council action that, then, has to, then, result in a civil disagreement between a homeowners association and a property owner. So, I was trying to see if I could get our packet opened up tonight, so I'm hoping that our planning staff may have much more magical approach at getting that and we can get some of these things, just so that I have got good confidence for our existing residents that they are going to be able to have what they need, you guys are going to be able to go forth and develop your property the way that you want and this is nothing that everyone ever has to worry about down the road.

Parsons: So, Mayor, Members of the Council, it sounds like our laserfiche system is having some issues this evening, but Chris was able to pick -- pull up the letter. We did

get some from Nampa-Meridian. It's their typical comment. So, nothing to this granular level of what's occurring on the site to give us any insight what's happening there. So, again, it seems like it's more of them working something out and determining a path forward.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Bill, to that point, again, I know sometimes we get in the weeds on these little things and we kind of have the -- we make them maybe larger than they need to be, but I guess from -- from planning staff's perspective if Council is supportive of the annexation with a condition that occupancy is not granted until any of the water issues have been resolved, that's something planning is supportive of or do you have a better mechanism, so that our homeowners association representative feels like, hey, they have got good confidence that their water is not going to be impeded. The applicant has great confidence that they go on and develop their project and it isn't something that we have to worry about.

Parsons: Mayor, Members of the Council, I think that's -- that's a great solution. Let's come up with a condition and say provide us written documentation that it's been satisfied and everyone agrees to it and maintain it and we can hold them up at occupancy or even building permits, whatever -- whatever level you want to do that is -- there is -- there is many steps to go still before they get under construction, but it's certainly within your purview to do that with a conditional use permit or even the annexation.

Simison: Council, any additional questions, comments?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Back to -- I know it's kind of a weird thing that -- a no smoking within 20 feet on the barrier -- I mean it sounds like you are going to kind of voluntarily impart on yourselves. I don't know if that would be something I would be comfortable setting as a condition for annexation. I think it would be hard for us to enforce. It just -- I think it's in line with what I think your business model is about is being a good neighbor. I think this compliments the area. I just want to make sure we are doing all of our part to not impact both your -- the residents that are going to be staying there that are going through their own health challenges, as well as the existing.

Simison: Any additional questions? All right. Thank you very much.

Weber: Thank you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move that we close the public hearing on Item No. 24, H-2024-0012.

Strader: Second.

Simison: Have a motion and a second to close the public hearing. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: ALL AYES.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I think this is a fairly straight forward application. There is some unique nuances, but I -- I want to make sure that at least I'm -- I'm prepared to make a motion, unless there is any deliberation that I'm seeing from anybody, but, Mr. Mayor, I move that we approve Item No. 24, application H-2024-0012 for a request for annexation and a condition use permit with two conditions. One is that planning staff be provided documentation from the Idaho Tax Commission prior to being -- issuing building permits. That -- Mr. Mayor, sorry, looking for direction on anything I forgot.

Parsons: Mayor and Council, that's part of the ordinance adoption, because it has to be part of the ordinance.

Cavener: Thank you. Mr. Mayor, I will revise my -- my motion that conditions that the applicant provide the exhibits from the Tax Commission prior to ordinance issuance and a second condition that they will provide a satisfactory letter of acceptance from the Meridian Greens Homeowner's Association about the usage of irrigation water to meet the needs of the homeowner's association.

Taylor: Second.

Simison: I have a motion and a second. Is there discussion on the motion?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe I didn't catch it, but was the letter of acceptance from the HOA prior to any particular milestone?

Cavener: Mr. Mayor -- thank you, Council Member Strader. I think prior to issuance of occupancy.

Simison: Second agree?

Taylor: Agree.

Simison: Okay. Is there further discussion, clarification?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I guess a question -- kind of a question for planning staff. I don't know what's causing that, but -- so, we could set prior building permits or occupancy would be a good milestone for that. If there was conflict about this or an issue that could take some time, right, to play out. Is there a milestone that you would think would make sense that would be sooner than that? Just my -- maybe what I'm worried about something that is kind of farfetched, but let's say that there is disagreement between the homeowners association and the owner of this property and they start building something and they were to cover up somehow the irrigation facilities or impact it in some way, how would that get resolved sooner? Because I -- I would hate to have that go on all the way up until building permits at the end of the process; right?

Parsons: Madam Mayor, Members of the Council, Council Woman Strader, certainly as I mentioned step one is to get annexed and that's going to take -- you know, there is going to be a development agreement, let's get the ordinance done, that's going to be several weeks down the road. We are nearing the end of the irrigation season, so we know that's going to end in October, so once annexation occurs they still have to come back for a certificate of zoning compliance and design review. So, again, your staff -- staff's stop gap can be prior to CZC submittal. You provide it. Or it can be prior to building permit. You provide it. Because, then, they are not getting permitted to go vertical on construction until we have that issue resolved. So, if we get to occupancy and all of a sudden they are wanting to open the doors and this has not been resolved, it's going to look bad for the city to hold up them opening when it's -- it is a needed -- it's a need in the community and I don't want to put that burden on the applicant. So, that's why I said you have many different points in the -- in the process where you can do that. Now, if you do it prior to -- with CZC submittal, then, again, that kind of delays them from getting to building permit and getting under construction. So, there is -- there is consequences of each phase for them, but if it's -- I'm -- I'm not hearing from the settlement that it seems like it's -- it's a difficult conversation to have. I didn't get that impression, but just wanted you to be aware that they need access to that and that there is some things they should be aware of as they approach development on the site that they have to maintain during this --

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Maybe just at least to kind of speak to kind of where I was headed on that is I don't -- I don't foresee this as being an issue, but I think it's a -- it's a pretty good carrot to say, hey, you can't actually start -- get inside your building and doing the things that you want to do until this issue is resolved, but it gives the applicant a lot of flexibility and time to slow the project down so they can be working on this in parallel with all the other elements of their project, because I think the neighbors good assurances, hey, they are not going to start operating their facility until this issue has been resolved.

Parsons: Mayor and Council, they may have to upgrade the system in order to irrigate their site, too. So, it is going to take coordination and collaboration with everybody to make sure that they can irrigate their site as well.

Strader: Thank you.

Simison: We good? That's what I'm trying to figure out, if we are --

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. My only hesitation or concern was I just would have been more comfortable with an earlier milestone, so that we would have known that this is sort of resolved and not -- it seems like a very remote risk, end up in a place where something's been built over the existing pipes and, then, we have to provide a waiver or the neighbors have somehow been impacted, but, then, we can't take action. So, I would feel more comfortable if it was prior to the CZC. I'm not sure it rises to the level of me voting against it, but that's kind of where I was coming from.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: I would agree with Council Woman Strader's decision. If we can -- you chose to change the motion to an earlier point in this process, instead of at the very end.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: That's why I love our team. I'm going to withdraw the motion and present a new motion, if the second --

Simison: Have a request to withdraw, with the second agreeing, I don't know in my world if that requires a unanimous consent agreement. Think it does, but we won't go

there in this case. I'm going back to my parliamentary days. I'm pretty sure it does, but we will call it good. Go ahead, Mr. Cavener.

Cavener: There is -- we need some government students here tonight to watch this play out. Mr. Mayor, new motion. I move that we approve Item 24, Luna Hospice, H-2024-0012 that is the annexation and the CUP with the following conditions: That the applicant provide the exhibits from the Idaho Tax Commission prior to ordinance issuance and that the applicant also provide a letter of acceptance and support from the homeowners association -- the Meridian Greens Homeowners Association as it pertains to the pressurized irrigation prior to issuance of CZC.

Little Roberts: Second.

Strader: Second.

Simison: Got a motion and a second to approve Item H-2024-0012. Is there any discussion on the motion? If not, Clerk will call the roll.

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea; Whitlock, yea.

Simison: All ayes. Motion carries and the item is agreed to. Thank you and good luck.

MOTION CARRIED: ALL AYES.

25. Public Hearing for UDC Text Amendment 2024 (ZOA-2024-0001) by City of Meridian Planning Division

- A. Request: Text Amendment to amend certain regulations and add new definitions, uses, figures and specific use standards throughout Chapters 1-5 of the City's Unified Development Code (UDC).

Simison: All right. Next item up is Item 25, a public hearing for UDC Text Amendments 2024, ZOA-2024-0001. We will open this public hearing with staff comments.

Parsons: Thank you, Mayor, Members of the Council. Main event for the night -- for this evening. UDC Text Amendment. So, interesting, I looked at the -- when I was in front of you last year at this -- and I just realized it was about a year ago from last year that I was in front of you talking about code amendments and it's interesting how you kick off these meetings, you meet with the UDC focus group and, then, things kind of morph and you end up with more changes than you planned on bringing forward. So, I know we have a new Council and some new Council Members and some of them haven't been here through some -- some recent code updates. So, I at least want to give you some background in how -- what we do and how we get here and how we vet this information, so you understand that it's not done in a vacuum, we are not sitting in a

room just talking with staff, it is -- it is meant to be a transparent and open process. So, back in about 2014, 2015 the Council at the time directed staff to form what was called the UDC focus group and it's made up of design professionals, various city staff. I have heard from last UDC focus -- last time I was in front of you Council wanted me to have some citizen representation and I have made that happen as well. So, we have broadened our group a little bit, although we have shrunk, we still have some new individuals as well, but, again, I -- about every six months I go ahead and we keep track of some code changes and, then, as we develop these changes and draft some proposed language. I go ahead and send out a meeting invite to this focus group and we have a series of meetings and we sit down and discuss what we want on the docket. We also open it up to the group for them to provide any -- share any changes they would like to see. So, it's not only staff initiated, but we also encourage them to bring things forward and also we meet with all of you, Planning and Zoning Commission and City Council, and we are like are there things that you want us to look at in the upcoming year? So, it's kind of a hodgepodge. It's well thought -- I think it's a well oiled machine. We have been doing it for, like I said, several years now and I think it's important, because, again, when we are changing code it's serious, it's not -- it's not just one piece of property we are affecting, we are affecting the entire city when we make these changes. So, I know city staff takes it very serious and I know the stakeholders do, too. And so anytime that we are in front of you proposing these changes I want the Council to feel confident that we have vetted these things, we have looked at these things and although we may not always get consensus on things, again, it's city staff's job to really make sure that we are looking out for the best interest of the citizens and the city. So, keeping that in context, what I typically do is we meet with the group, we vet these in, we make changes, we circulate these changes to the focus group and, then, it comes back and, then, I schedule it for hearing. So, this particular project was in front of the Planning and Zoning Commission on June 20. So, it has been in play for quite some time and so, again, I looked at the public record this evening, no public comment on this application, which is interesting, because usually we do get some citizens that -- that do want to participate and give you feedback on it. So, I look at that as a positive thing. I think whenever I come forward with changes and I don't see anyone commenting, I think we probably got it right or close to it, but like anything codes can change and I'm here looking for feedback from the Council and also anyone that's participating in tonight's hearing. So, like anything, when we come with code changes, again, we kind of give you what -- what section of code we are changing and the reason for the change and we put that in a table format. So, this doesn't have to be a formal meeting. Please feel free to chime in on any questions, any part of the code. I'm not going to go through all the changes on this particular graphic. There is just too many to go through tonight. But I do want to highlight a few things and that's what we try to do, we try to highlight the bigger things or any new code changes that we are bringing forward to you. So, I will go -- with that I will go ahead and get -- get right into tonight's presentation and share some of the heavy changes or at least some of the heavy lifts this year that I think should be some new additions to the City of Meridian and, again, a lot of it is based from either our stakeholders, you, as public officials or even just business owners that want to establish a certain business, but maybe the code doesn't align with what they want to do. So, really, a couple new ones for you to look at on this

first page. A really definition section. So, I don't know -- Council's aware of this, but a lot of times parking always is an issue for the City of Meridian. We are very proud of that, our parking ratios, and so as you know as homes become -- increasingly get more and more expensive, it's harder to make them more and more attainable for people and so some -- what we are -- a lot of times what we are seeing from home builders is they are coming in with a two bedroom home with maybe an office or a flex space and -- but in our code we don't necessarily have a definition of a bedroom, so we can't -- we can't determine whether or not it's a three bedroom home or two bedroom home or it's left to interpretation and so, again, we have the home builder saying it's two bedroom, we should only have to provide two parking spaces per your code and, then, we have staff saying we see it as a three bedroom, you need to provide four parking spaces. So, what we have tried to do here is add a definition of a bedroom in our code, so that we can reinforce what that is and so, then, when we are looking at home plans we can be supported by the code and also be supported -- supporting our representatives -- our team members in the building department. So, it's a little bit dicey here, but, again, this is something -- this is consistent with the definition in the building code, so it -- we are adding that to our zoning code.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just a question. I think it's probably covered already in like the building code or the fire code, but I saw the one means of egress. I just wanted to make sure that somewhere else we are independently requiring like a window or something for someone to escape if there is a fire.

Parsons: Yes.

Strader: Or a bedroom --

Parsons: That's what that is. Yes. They have to have a certain bedroom -- an egress into the room. So, it would be a certain size window to get in and out. Correct.

Strader: Uh-huh. Okay. So, maybe just a general comment. I looked through the changes. I'm kind of still digesting them. I was hoping we would hear feedback from members of the public, but, you are right, I mean sometimes it's a good sign if we don't, Maybe we will hear some tonight. I did kind of just want to add maybe a potential issue that could be a future code change to this list. I don't know when it would be the right time to discuss it, but it came to my attention that there is kind of a gap in allowing home occupation accessory uses when it comes to pools. So, we have had some cases come up -- I don't want to get into any particular cases, but we have had it -- maybe just -- I will talk about it generally without singling anyone out, but we have had a person who is operating a neighborhood pool who has been teaching swimming lessons for decades and there was a code enforcement issue around that and that could not be resolved and that person might have to close their business. I grew up taking, you

know, neighborhood swimming lessons. I think a lot of kids do. It's very valuable for the community. So, I was kind of hoping maybe staff could take a look at that and try to come up with some solutions around that, you know, similar to how we look at daycares; right? Daycares can be approved by the Council as a permitted use after a public hearing and hearing from everybody. So, I just felt like maybe we could do something around residential pools if they are providing seasonal, you know, swimming lessons.

Parsons: Mayor, Council, Council Woman Strader, I think that's a valid point. I will get through my changes and, then, that way at the end of the conversation maybe we can have that and see if there is anything else that the Council wants us to investigate or look at as we transition through the hearing tonight and, then, I will make that list. But, yeah, typically if you give me that feedback, then, I go ahead and update our list so that when we kick off the next round of changes we can vet that through the UDC focus group and add that as one of those items that we can discuss, so -- we always have a running tab of code changes going. I wish there wasn't --

Strader: Mr. Mayor?

Parsons: -- I wish it would end at some point, but, unfortunately, it never does. I'm always here every year talking with you about -- yeah, it's -- it's job security for sure.

Simison: Council Woman Strader.

Strader: Yeah. When it comes to -- to that one specifically, because it -- to me the UDC focus group is helpful in the sense that we have building professionals, we have citizens that are concerned. I think it's good that they are vetting things like this specific instance I'm not sure it would need to go through the UDC focus group. I would just hate for us to lose one or more Meridian businesses, you know, that have been operating successfully while we have the machinery of government take like another six months or a year. It would be great if we could look at that sooner just from my perspective. But, I'm sorry, I didn't mean to interrupt your discussion.

Parsons: I'm aware of the issue and I thank you for bringing it up.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: On the definition of a bedroom, curious how closet is defined and curious why that kind of really matters and I'm just thinking I have a -- walk into my house on the right-hand side I have a room that's very much a bedroom. It doesn't have a closet. I don't use it as a bedroom. It's my wife's -- it's our music room. We have pianos and bunch of music instruments, but it could certainly be a bedroom. So, what is our current definition of a bedroom? Or maybe we don't have one, but I want to know like why we would insist on a closet as defined by International Residential Code. If you could just give me some more background on that.

Parsons: Mayor, Council, so we don't -- the zoning ordinance does not have a definition of a bedroom. This definition aligns with the International Residential Code. So, this is the definition that we worked and took right out of code and the reason why the closet is important is because, again, if a home builder is coming to the city and they want to call it a flex space, but they show these items, are they really going to convert it to a bedroom later and, then, all of a sudden we have a parking issue and, then, someone's going to come to us and say, hey, I bought a three bedroom home and we are going to be like, no, we stamped your plans as a two bedroom home and we don't recognize it as a three bedroom home and we can't approve you as a three bedroom home, because you -- you were -- your builder or your home plan showed this as an office. So, that's why we have to be very specific and the closet is what kind of signifies that that's what you are going to use it for. I have the same -- I have a -- an office in my home, but I did not put a closet in it, I built a desk inside the cubby area where the closet would have been, but I could definitely take that out and convert it back to a closet very easily. There is -- I can't -- you can't create a code to solve all of those issues, but what we can do is try to stop it at the very end and try to make it clear that if this is how you have it, then, remove that from your plan and we can approve you as a two -- two bedroom home versus a three bedroom. That's what we are trying to do with this code change.

Taylor: Mr. Mayor, a quick follow up.

Simison: Councilman Taylor.

Taylor: And I don't have any concern with that. I mean my brother and I just bought a home recently and they advertised sort of a landing space that it was a big -- and it was a hallway, so I get it. That said, I would be -- you know, maybe you don't have the answer for this now. I would be kind of curious to know has that been a big problem in the city as a building -- or a room that says it's a bedroom, it's not, you know, parking, how we have approved that, I would be kind of curious to know if that's -- what kind of an issue that has been. It would seem to me -- and maybe this is more about parking. So, correct me if I'm wrong, but it would seem to me that if someone is advertising a home as having four bedrooms, but really it's three bedrooms with an office space, that's a consumer protection type of issue if you are fraudulently advertising when you are selling a home what it might be. So, I'm wondering -- I think I understand and probably generally agree on being specific here, but I -- I'm having a hard time connecting -- connecting the dots on why it's needed and maybe I would like to hear from the development community, too, on -- on some of that, but I'm just kind of -- this is an exercise, it's the first time I'm engaging with and I'm kind of wondering out loud some of these questions. It just seems strange and I would also like to know why would we -- you know, I'm not familiar with the International Residential Code. Is that something that we use regularly or -- if that's the case that's -- I didn't know that, but -- so, just kind of wondering out loud -- thinking out loud here.

Simison: And, Bill, I'm going to pile on top of this one, because it's -- it is unique in this context, because by eliminating our minimum size home standards, which I think is a

good move, I'm going to go build a 450 square foot tiny home on a piece of property and I have zero bedrooms that qualify, because -- I mean I just look at tiny homes, they don't have 70 square feet of bedroom space that would be defined in our code. So, could they build that home? Can they not build that home? What do you do for parking in a space that doesn't have a defined bedroom, but you know you are going to have people sleeping in a space which is not a defined space. Throwing that out there for additional -- since we are talking -- since this is about a parking issue --

Parsons: It's not necessarily about parking. It's about defining a bedroom. Because, again, in the code we have a definition of a dwelling and it says you have to have sanitation and a place for sleeping, sanitation and living. So, that's what we are going to lean on. Whether they show a one bedroom or studio, we are still going to say you need to do something and we are going to lean on the one bedroom and you are going to do a one-car garage and a parking pad, which is probably going to be bigger than the home, which seems to be counter protective, but as a city that's where we landed on our parking. We would like a lot of parking and until we are willing to say, you know what, let the community dictate the parking -- or the developer do that or let the market drive the parking, we just have high parking ratios in our city and that's the reality and that's why I'm here every year talking to you about parking. But in this particular case, going back to your point, Council Member, is we are starting to get more and more of this and my staff has been coming to me saying I need help, what do I do in these situations, and I'm like you stamp their plan approved as two bedroom. You verify that their application says two bedroom and when you are done approving it that you have approved it for a two bedroom. That's all you can do. You can't predict what's -- how it's going to be used in the future. That's not our role. Our role is does it meet the code and if it does we need to sign the permit and approve it. That's -- that's what our job is.

Simison: So, does any -- any dwelling that doesn't have a defined bedroom qualify just only as a studio then? So, if you don't have a -- anything that is defined under here, is a studio your default --

Parsons: Mayor and Council, the only place we define a studio is in our multi-family. We don't have a home -- a single family dwelling -- detached dwelling that's defined as a studio. We do define tiny homes and it's a tiny home on a foundation, so it would be in our new permit and as soon as it gets routed to us, regardless of the size, we are going to analyze it and see if it meets the setbacks, the parking requirements, whatever it may be based on their floor plan and what they are submitting for. They have to tell us that as part of the application submittal. So, I imagine they are going to have a bedroom or sleep -- an area to sleep in. But I don't even think there is an option to say a studio for it, but if it's an accessory dwelling unit, a secondary dwelling unit, then, again, we are going to access the parking based on the bedroom of the addition of the either one bedroom dwelling unit or the parking of the single family home that's currently built on the -- on the site. So, you are -- I see your point there. It does kind of get convoluted a little bit. But, again, it's -- it's not trying to combat an issue, it's just trying to say, hey, we have a code that says this is a bedroom and you need to change your plan. That's all it is. But it does somewhat go back to parking. We just want to make sure that whatever

we are approving is what they are proposing. If it's a two bedroom home, then, we are just verifying that it meets the standards or parking standards for a two bedroom home or the setbacks or anything else that we would -- because we look at parking pads, too. So, there is a whole mix of things that we look at, it's not just parking. It's setback. Making sure the driveways are wide enough. The setbacks are right. It's deep enough to fit a car. So, it's more than just that. But, again, it's just giving us more code to say we think you are this and we can't approve your permit, unless they prove otherwise or modify their plans.

Simison: Bill, you want to go through this actually?

Parsons: Eventually, yes. So, the next two definitions are really something that -- I know historically this hasn't been too open to, but just opening up to allow food trucks and food truck courts as an allowed use -- a permanent use in this the city of Meridian. This has come up quite a few -- the last couple years we have been seeing more and more of this and I'm sure Council has probably seen more and more food -- food trucks in our communities as well. So, I thought it was time for us to address that. We meant to do it last year and just couldn't get to it, because of the number of changes, but, again, this is the definition that we have come up with and this will align with other sections of code as we transition through the various pages. So, I won't spend a lot of time on this, but what I wanted to make clear to the Council tonight is that a permanent use is completely different than a food truck approved under a temporary use. It's going to be -- it's almost like what we did last year when we did vertically integrated live-work units and home occupations. There is a tiered approach to getting you to what a temporary use is. You need to meet this threshold. If you want to just be a food truck on a permanent site you have to be accessory to a primary business and if you want a food truck court, then, you are developing a site and you are creating the utilities for that and building structures and creating an ambience, if you will, like you see in the larger cities with the -- a shared structure, restroom facilities, maybe out -- outdoor seating area, some parking to go with it. So, again, there is going to be some improvements required with that, but I will put a pin in that topic until we get to the specific use standards, but at least just want to set the foundation for that, so you understand why we added a definition section here and we have worked closely with Emily in legal to make sure that our definition of a food truck aligns with the temporary use standard so there is no conflict or discrepancy between the two codes. We want them to align for sure. So, you can see here another odd change in this particular -- this first page is the Table 282 where we allow manufactured homes. So, there is a state code that requires cities to allow those on residential lots if they can meet all the other residential standards. So, we have a conflict in our code with state code. So, we got to -- it's a clean-up item. We have to -- we have to make sure that we can allow that as part of our community and, then, as -- as the Mayor mentioned, here is the one where we are removing the minimum home sizes from our R-2 and R-4 districts to help with some of that -- some of the conversations Caleb was having with our Housing Task Force. This is kind of step one and, then, there will be other changes probably next year to massage that and allow -- particularly our AUP standards or temporary -- or, essentially, ADU standards. We are going to change that to mimic that, make it a little easier for folks as

well. These next couple of changes, again, go back to us allowing food truck court and food truck, so, again, you can see here that we are allowing food trucks in all of our commercial districts as allowed uses and, then, food trucks would be an accessory. So, example, I think everyone's aware of Loose Screw Brewery coming into downtown. So, their site plan when they came through the city for their conditional use permit showed a food truck out on one of -- a parking pad in front of their business. Well, the TUP allows them to do that, but it doesn't allow it to remain permanently. So, the food truck would have to come and go and, then, leave at the end of the night. Well, under this scenario if they were to do a CZC they could have a food truck there permanent, because they have a dedicated space, but it would need to be, you know, a nice food truck, integrate with the building and all those things. So, again, I don't want to get in too much into it, because I will later on, but that's kind of the difference here is you can have one food truck, but not multiple. If you have more than one, then, you are a food truck court and you need to do other things. So, again, we are also allowing that in our downtown, our traditional neighborhood districts as well. So, some of the feedback that I have -- I have heard from -- throughout the years. Next item on this list is -- again I try not to bring up parking too much, but recently it came to my attention that industry standards for carports is nine by 18 for a multi-family development and our parking standards are nine by 19, so -- and if they want to increase the size of a carport it's extra money, extra engineering and, really, the intent of the code is to have covered parking, not necessarily meaning -- and it covers the majority of the parking anyway. So, I thought it was best that we clean up code, so we don't have any more discrepancies out there with all the multi-family we have added over the recent years. Next item is -- one is a challenging topic. It's -- it's one that came to me from one of our stakeholders, one of our developers that we work closely with. They have some property that's adjacent to state highways and they said, hey, what do we do when we -- when our -- when our overpass is taller than our -- higher than our property and how do we mitigate for noise moving forward and it's like that's a good point. We -- we don't think about that and in our code I think the Council is aware that we do have alternative compliance to allow for these situations. It's difficult to write code for every situation you are going to run into, but that's why we -- we created alternative compliance to help with that. The other thing that came out of it and not necessarily with the focus group, but more internal with staff is just air quality issues. I think a lot of us understand that when you are adjacent to roadways you are adjacent to high congested traffic areas, particularly Ten Mile now with Ten Mile having a lot of traffic congestion and longer wait times at stop lights. Do we want that -- do we want that type of residential next to these facilities or what standard do we need to get in place to make sure that we combat the air pollution as those residents live next to those types of facilities? It is a philosophical issue. It's hard to fix that with code and I'm respectful of that, but there is -- there are ways and I have done a lot of research on that topic. So, when this topic was approached and we brought it up with the UDC focus group, I think staff's opinion was the easiest way we can handle it was through the tools that we already have, which is alternative compliance. All right. We understand we can't meet full compliance, but there has to be other ways to do it and so that's where staff came up with this particular sentence. When it's not feasible, then, let's do alternative compliance and, then, there is other ways to do that. So, you can either have deeper setbacks, have bigger buffers, have

roads adjacent to the highway, so you have greater separation. You can design the building with better AC or ventilation systems to filter the air. There is -- there is more -- you can add more landscaping. There is ways to mitigate that based on a lot of the research that I did and so in order -- in order to kind of inspire people to come up with the alternative compliance process, we also provided some graphics to go along with that to help -- just these aren't thou shalt. They are really examples. They are meant to -- hey, these are ways you can achieve mitigation if you have that situation. Planning and Zoning Commission did support that -- that approach. I know in discussions with Laren -- he is in the audience and the group, it's -- they would like more expressed standards. I don't know how to -- I don't know how to do that. I -- if I were to -- in a perfect role I would say -- I would look at McDermott Village, that apartment complex that you did off -- right next to the interchange. Ustick interchange. They actually had the landscape buffer, a road, another landscape buffer and, then, the multi-family. So, they had that separation from the freeway and I know that takes up a lot of real estate and that takes -- that costs developers money and I realize that. But if you were to ask staff to come up with those explicit standards like that, that would be the example that I would look at. I would say orient your open space and your roadway and don't put buildable lots right up against the interchange, pull it back and create that buffer zone, so you don't have that situation. But we know that isn't always the right solution in a perfect world and I recognize that and that's why these graphics that you see here are ways to -- to spur that conversation with that and I realize that sometimes the development community or our applicants get gun shy to come forward with alternative compliance, because sometimes when there is a contested project and there is an alternative compliance it seems misleading to the public that they are trying to get out of something. That alternative compliance is a variance to get out of code compliance. Yes, it is a staff level variance. But, again, it's -- it's a means to do something equal to or better than. It's not a means to get out of code. So, again, I will let you kind of digest that or open up with questions. But, again, this wasn't meant to be -- add anything more difficult to code, it was actually to make it easier or at least allow us to combat that issue and have that discussion and have the -- and try to understand what that may be. Again, alternative compliance is a case-by-case basis and I know if I -- Council drives down Chinden Boulevard, I know if you have seen what happened to some of those subdivisions with the lighting in that road, that's what we are trying to prevent here. This is an entryway corridor and we have to make sure that it's heavily scrutinized. We want a certain amount of landscaping there. We want beautification of our streets in our city and that's the intent and we want to make sure that we don't contribute to that moving forward. But, again, open to having some -- fielding some questions at least on this topic, because I know it's -- it is a big deal and, again, if Council feels like we need to look at this more or vet it more, please, feel free to say pull it off and we can look at it and study it even more and bring it back at a later date. But just at least want to have that conversation with -- tonight, at least get feedback on how you -- how the Council feels on this particular topic.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I'm just curious about if you -- if you looked at it through the lens of like a public health standpoint and I think one of the biggest issues being next to a roadway, like particulate matter, especially for young children it's really bad if they are breathing in a lot of that stuff. Has any other city tackled it from more of a public health perspective and found a recommendation from -- from that viewpoint? I'm just curious. I -- I have never really thought about this in depth.

Parsons: I know it is eye opening and it's -- I have read studies and that's why I wanted to get these examples in the UDC, because, again, it's -- it's one to mitigate noise, but it's also, two, the denser landscaping and the -- the -- that is what's going to purify the air. It's going to help with that and it's -- the studies that I read have shown that, but, like I said, it's like -- is that where Meridian wants to go at this time, because we are taking it from a public health safety issue, because we know there is particulate and the tires are kicking up dust, it is -- it's a proven fact. There is a lot of science on it and I'm not an expert on it by any means and I -- I got overwhelmed researching it, to be honest with you, because there is so much data on it -- even from the highway -- the Federal Highway Administration has pamphlets and all kinds of things -- all kinds of studies and you are right, we lean on ITD to do these studies and try to -- and make sure they are looking out for us, but they are in the business of moving cars. They are not in the business of beautifying roadways. All they are going to do is -- if the Fed say with this type of facility you got to put up a block wall or you got to -- or mitigate it this way, it's -- and they can do it many different ways, too. There is not one -- one size fits all. But in my mind when I had seen -- so, the other thing for the Council to consider is when we also approved those residential developments by Owyhee High School, the developer also -- the Council actually required a higher berm and a taller wall. So, it was a 12 foot berm wall combination there, with some dense landscaping.

Taylor: Mr. Mayor?

Parsons: So, again, just want to at least give you that context and that.

Simison: Councilman Taylor.

Taylor: Bill, just a quick question on the alternative compliance. So, if I were to understand it correctly, what we currently have alternative compliances and is -- when -- essentially when they can't comply with what we are asking because of -- for various reasons, so we allow them to come up with a way to comply. We are not giving them some guidance? That's currently it; right? That would be how you would describe it? And you are suggesting here is some examples -- not that we want to say how you have to do it, because trying to understand if we are going to allow them to propose alternative compliance, is it just wide open currently -- the current system, is it just wide open to say you give us your plan and what you are suggesting here is here is some guidance, but we are still not being overly prescriptive about how to meet that. Am my understanding and following that correctly?

Parsons: Mayor and Council, somewhat. I mean the piece that you are missing here is the alternative compliance section of code and it says -- kind of the purpose of it and the

findings you have to make for alternative compliance. So, it's not you bring us your proposal and you are good, it's like you said, it's do you meet this criteria to even apply for it, which in this particular case I think it's understandable how you mitigate noise. When it's -- the roadway is higher than your buildable lots. You are not going to mitigate noise, other than -- or there is some -- you are never going to mitigate one hundred percent of it. You are going to manage the noise in this particular situation. But alternative compliance, yes, we meet with the applicants during a pre-application meeting and we say, hey, here is some suggestions you can do, but, you are right, this code is not prescriptive and nor do I want it to be, because, again, you have to look at it on a case-by-case basis on what is the best interest of the city. Does this work? Does it meet the findings where we can support that or not? So, to me if we can give people examples, like you -- like just like when we were in front of you with the staff report, it's like give me more pictures, give me more graphics, give me it bulletized, because I can understand that easier than paragraph -- paragraph of technical review. No one in this room wants to get -- can understand what that means. It's -- so, we have to try to explain it to you in layman's terms and even the public and that's what we are trying to do here. It's like do this or attempt this or look at a combination of these things and, then, propose something and we will let you know if we like it or not.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Following up on what Councilman Taylor was saying -- Bill, on several of these things I'm assuming what -- what I'm interested in is when we see that application come before us, are we saying, then, that the applicant is requesting alternative compliance and this is why? So, what we are giving them is a window of how to do alternative compliance, but we are still going to see that as a request from the applicant on these different projects coming in for us.

Parsons: Yeah. Mayor, Members of the Council, absolutely. Yeah. There -- we always -- you know, even though it may be a director's decision, we still like to note it on the agenda, so the public is aware of what -- what's coming before you and we have -- I even have staff say this is a director decision, so try to avoid some of that confusion that we have heard over the years with the alternative compliance request. Well, we have recently last year or last round or the previous round, if you recall, certain alternative requirements -- compliance requests that are concurrent with their CUP. It becomes a Commission's decision. Or if it has an MDA, then, it becomes the CUP, the MDA and the alternative compliance comes to you guys for review and approval. So, you become the decision making body. So, we have even added that extra level of review, just to make sure that people don't misunderstand what it is or that it's somebody trying to get out of code, because that's the last thing that we want to do.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, Bill, when you were creating these examples for alternative compliance was that based on the studies you read and you felt like this amount of landscaping or berms or whatever accomplished certain things? I'm kind of curious what the principles were that you used.

Strader: And, actually you know what, I don't want to take too much time. I would be totally fine after this meeting if you wanted to send me a lot of that information, just so I could kind of understand. It's a very fascinating topic and, to be honest, I have not thought that much about it. I did like that example project that you mentioned, though. I felt like it struck the right balance, but it was a bit heavy handed frankly. But it maybe needed to be I think because the dynamic of being right next to the -- right next to the highway, so --

Parsons: So, Council Woman Strader, there is no scientific method to these graphics here.

Strader: Okay.

Parsons: It's what's currently -- it's taking what code requires and, then, showing you how you can work within that. So, it's, essentially, along a corridor -- or along a state highway we require a 35 foot landscape buffer. So, this is showing you that you could do it with a 35 foot buffer. This way you could do it with a 45 foot buffer. But, really, the only code minimum is the ten foot berm and wall combination and a 35 foot landscape buffer. And, then, the entryway corridor requirements are in the landscape ordinance.

Strader: Okay.

Parsons: So, again, in this situation when we -- when you try to mitigate noise and even air quality, those standards may not be good enough to do that, so --

Strader: Okay.

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Parsons: -- that's what I said, it's just done -- all I can tell you is all the scientific studies that I read it says the more landscaping it ends up better. It protects the noise and you clean the air better and it gives you certain separations for that, how to achieve that. But, no, we have not gone to that level here to do that, but I'm certainly happy to send you the information that I researched, along with some of these schematics, you know, so you can blow them up on your screen and kind of read the text a little bit more. But a lot of places will have backage roads or frontage roads, whatever you call them, and, then, separate the homes from state or the freeway or --

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Well, that's very helpful if you could. And I think just every time we have ever done code changes it is kind of an iterative process, like I think we have always

found that sort of rushing through code changes never works out and so I personally would need time to sort of digest -- digest these, kind of ask some more questions to hopefully solicit feedback from, you know, more Meridian residents. Get their feedback. I think it's great, though. It's off to a great start. I think it's creative how you tried to show some examples. The food truck thing clearly was a blind spot that we needed to come up with a solution for, so I think that's awesome.

Parsons: All right. Perfect. Well, let's get to those standards and, then, we can get to some more deliberations here. So, I won't go over this next one. It's just a clean-up item. This is an interesting one for the Council is our drive throughs. I think with the pandemic -- it's hard to believe we are still talking about it. It's four years later and we are still talking about it. But we have seen an increase in drive throughs and they can be a good thing and they can be a bad thing sometimes, depending on how quickly you want to get through them and who the user is or who that the business is. But this is one where we did spend quite a bit of time with the stakeholders and we wanted to make sure that got some more express standards and a lot of times the last, you know, couple of years we have had multiple -- you know, just CUPs for drive-throughs over and over and over and so, you know, staff came -- approached us -- what can we do to make some of these things easier for ourselves and so that's what I tried to do. So, I looked at other city codes and kind of married up what we had, kind of took my experience with the city, so I think Council is aware a lot of times when annexations come in they will have a concept plan that has drive throughs on it and so it's like aren't we really looking at it or vetting it at that point? Do we really need another level of scrutiny on it if we know that's what they want? So, that's what I tried to do with -- with number one it's really make it clear that, you know, if you have an overall master development, a site plan for a development, like a Ten Mile area, you know, why do we need to go through a CUP if that's already baked into this. As long as we have analyzed that and share that with you as part of the annexation or concept plan, I think we could get there just doing that at a staff level and then --

Cavener: Mr. Mayor?

Parsons: Go ahead.

Simison: Councilman Cavener.

Cavener: Thanks, Mr. Mayor. Bill, when it comes to drive throughs -- and you will have to forgive me, because I don't know -- do we delineate between a drive through at a bank versus a drive through at a coffee shop versus a drive through at a California restaurant; right? Because I mean the uses are really different; right? And I -- I appreciate you bringing this. This is something I really have been thinking about the last few months. Just like we looked at the difference in type of housing, there is a different type of use when it comes to drive throughs and how do we capture that, so that when the public sees there is a restaurant with a drive through proposed, that they have a better understanding as to what the intensity of that drive through can be.

Parsons: Yeah. Mayor and Council, I can't -- I think we all understand we can't create a code to combat all the other coffee shops or In-N-Outs. I mean it's -- it's just an anomaly in itself and over time those things will fade, because we will add more and more stores in the valley and, hopefully, that traffic will slow down, because there will be other options, not just Meridian. But that's what I tried to do here. So, no, in our code a drive through is a drive through. Any kind of business you conduct within your vehicle is considered a drive through under our code. But if you go down to the very last bullet point of this number six, we do, we tried to say that differently. But it may not be to the -- to the way that the community thinks it's the right number. Again, I took this from the neighbor to the -- to the east, had some very specific standards on their drive throughs and they did define things a little bit different and that's why they said food and beverages you have a little bit more stacking requirements and, then, all others would only be the two -- two vehicles per service. So, that's kind of what spearheaded the -- or that idea. That's where we landed on. Is that the right number? I'm -- I don't know. But for the most part a lot of times when we meet with the applicant we say -- on drive throughs we say, please, tell us how your operation -- how do you operate your drive through, because I know some businesses have people out in the drive through lane taking orders trying to move cars. Some of them have -- pull in these pickup spots and we will walk your food out to you. So, not all drive throughs are created equal and I think those business owners -- those operators know their business better than we do, but that's what I'm trying to do here is differentiate between some of those. Because a bank is completely different.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Bill, we look at it differently from a pickup; right? So, I -- my family got pizza this weekend. We went to the pizza place and you hit a little button on your phone and they bring it out to you. That's not a drive through. That's a -- that's a pickup. That's different than driving through a lane and somebody handing us something. We have drive through pizza places here in Meridian, too. Mayor and Council, this is something that I -- I think that the enthusiasm for drive throughs we are going to continue just to see more and more of. People want to conduct more commerce in their car and I think that we have got an opportunity -- we are looking at this. I do think there is a different use between banking in my car and the time that I sit there and the stacking that occurs there versus getting dinner from my family in a drive through and with 40 other vehicles and a bank usage makes sense kind of in a -- you know, in a neighborhood collector. But I -- again, a very popular California restaurant probably doesn't make sense on those same roadways and so I -- I do think that maybe we have got to take a look at this and make sure that we are aligning that -- again, there is a difference between housing products. I do think there is a difference. And there is -- listen we have a difference in in business uses. We may need to challenge ourselves and certainly the UDC committee -- committee, the Planning and Zoning Commission, our staff, to say are we -- are we meeting our community's expectations for when we say it's a drive through that they are going to fully understand what that use is. We have seen in the last five,

ten years I don't -- I don't think everyone does understand. So, just my two cents on that particular piece. I'm uniquely interested. I know as new locations have popped up, as we have, you know, approved, you know, a fast food restaurant, we have all received e-mails and calls with concerns about that particular business and a lesson in civics, so we don't regulate specific types of business, the use, but there is a different type of use that is coming from drive throughs depending on the type of business.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Is there any other limitation or maximum saturation of the number of drive throughs that can be in one development? Just curious about that, because we -- I'm thinking of -- we have had a couple of projects recently where we had like -- like four being proposed in one parcel and it can become very cumbersome with that many in one place. I don't know. Maybe we will just deal with it case by case. I do agree there may be some differentiation that would be worth looking at. Like there is a great dry cleaner in the Orchard Park that it's a drive through dry cleaner. It's like the most convenient thing I have ever seen and there is no stacking, you know, so -- no one's lining up. It's fine. So, I -- I do feel like there may be a way to put a finer point on it. I appreciate you trying to tackle this one.

Parsons: So, Mayor and Council, on that -- on that specific topic, you are correct, there is no limitation on the number of drive throughs on a particular property. That is actually getting removed from this code section. So, it says here before if -- if a drive through's within 300 feet of another drive through, then, they would trigger a CUP, because we wanted to see that site circulation and how they would -- if there were any conflicts that could occur or too many on the site. But when you look at an Orchard Park and even the Costco site, I would argue there is probably too many. It was -- but they seem to be functioning and operating and haven't seen any -- anymore complaints on that, but that was the reason why the code was this way for so many years is because we were -- like the example over on -- where Taco Bell is and the Kentucky Fried Chicken is on Main Street and Meridian Road, yeah, they had conflicts over there until we created this code to have separation between them. But it's -- again, it's based on what I received from the feedback, again, if we -- if we do our job at the front end at the annexation, I think we could probably capture it pretty well. But like you said, if it's a small in-fill and they want three drive throughs on it, it's going to be a little tough. They may not be able to meet -- there is still going to be specific use standards you have to comply with as far as escape lanes and site circulation. You can't stack on public streets. So, we can still analyze those things. But, again, if it's in staff's hands and we are approving it at staff level, the only recourse is to appeal staff's decision and come to City Council. At least with a CUP you can scrutinize things a little bit more, so just add appropriate conditions if -- if need be. So, something to consider. But I will go ahead and transition from this topic. I think I have captured your thoughts and we can deliberate up more on this as well. So, here is the two new specific use standards that will be -- are proposed to be added to code. One you can see here is the food truck court. So, again, this is pretty

well researched, so looked and saw what other communities did. Kind of looked at our code and kind of blended the two to align with a lot of our similar language. So, you can see here if the food truck court does about a residential district you are capping the hours at 6:00 to 11:00, which is our noise ordinance. Again, I want to want to make sure that food trucks are, you know, picking up trash. It's clean. It's not just a rundown trailer on the site. You know, we have, again, required to be -- they do require inspection by the central -- central district health department and fire department. So, that was added at the recommendation of both fire and legal. Want to make sure that -- again, they will have to install utility, so they are going to have to have access to power and, you know, gas or anything else they need to operate. Don't want generators running at night and disrupting people. I think they will still -- or whatever it may be. I think all of us have been to an RV park, so we understand what you need -- the hookups and everything you need to run those things. Would like have, again, requirement to have some outdoor seating -- indoor-outdoor seating. So, whether there is a -- some of the examples that I saw where they would have even like a tap room, like a bar inside of it and, then, everyone backs their food trucks up to the covered parking and, then, you could go in and get your drink, but still get food and sit out and recreate. So, I think a good opportunity there to kind of have some -- build a little community -- food truck community in the boundaries of our city and, then, want to make sure there is trash receptacles and waste removal on the site and, then, don't want to have any portable sheds or porta pots ending up on a permanent site and that's what we are trying to avoid here when we say permanent structures or access to restroom facilities, we don't -- you know, it's meant to look -- it's a permanent use, not a temporary use. And, then, a lot of these same things carry over. The interesting part about the food truck and the conversation that I had with the Planning and Zoning Commission was just the parking, the number of parking spaces that I required with this change. So, you can see here, G. two parking spaces for each food truck and they were like why require parking? And it's like a lot of our commercial uses require parking and, again, it's -- the intent here is you have some level of commitment. What if it gets redeveloped or doesn't make it or -- you know, you got to have something in place for -- so, a lot of landscaping and things that were required for commercial development will be required as well. And parking. But at the same time the discussion -- or at Planning and Zoning Commission is what if we are in downtown? You know, we don't have -- what do you do then? So, again, they didn't propose any language or any changes, but they -- they did ask me to kind of look into that a little bit more and I said I would bring it up with all of you. But it's certainly something to consider. A lot of in our code we do allow alternative compliance if you have shared parking. So, that's one way to get -- get around that and, then, in downtown it's a completely different animal. You go to MDC and ask for them to analyze your parking and they can make a recommendation to the director and he can approve it or not approve it. So, again, there is -- there is ways to get there, but at least keep that in mind. I'm kind of curious how the Council feels about us requiring parking for food trucks, but it's not technically a structure. It is a mobile vending unit. But, again, if they built a permanent structure on the site, then, we would apply those commercial standards, which was based on the zoning district. So, again, is that the better way to proceed, then, if there are permanent structures you comply with the commercial parking standards or leave it the way staff has it proposed and see how it

works -- see where it may fall? See how it impacts maybe future food courts. And, then, the next item, the food truck itself, again, a few minor changes, but probably the bigger noticed -- noted one is we don't want them to lose parking on the site. We want them to have a dedicated space for it on a site plan. We want them to meet the -- work within the hours of operation for the primary business because they are being approved as an accessory use. Again, all the same inspections required. Central district health. Fire department. And, then, they have to have access to the trash enclosure on the site. They can't park in any required landscaping on the property. And, then, really no parking standards, because we are -- we are -- with an accessory we are going to -- they should add parking to allow this type of use. But, again, you can see they are pretty similar, but, overall, I think that the UDC focus group and staff felt pretty comfortable with these -- these changes, like anything -- that particular topic. I won't hit on the last one, because it's just more -- the last item is just clean-up, but it really just -- land on these two topics and see where the -- how the Council feels about them.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: A couple questions and some comments. Bill, appreciate you bringing this. So, I want to start first and just reference the example that you started about Loose Screw. It sounds like Loose Screw, right, they are proposing to have a food truck that is permanent and 11.4.3.52 guides that. But towards the end of your description you made a comment that if another food truck showed up -- well, now we have got a food truck court. Are you meaning another permanent food truck showed up? Okay. Because that's the part that I was concerned about is Loose Screw sets up, they got a food truck and -- and now Luke -- Luke's food truck wants to co-op that business, so I bring my food truck over there and now we have created a burden on Loose Screw. So, it doesn't prevent somebody else from being able to set up a food truck and following code as -- as written about that and forcing another business to try and file as a food truck court.

Parsons: Mayor and Council, that's the same discussion I had with Planning and Zoning, because they were getting the T -- again, if -- if he wants -- if that business owner wants to have an event there they can file for TUP for an event and have those -- those activities there for the day or whatever the event may be and, then, they go home for the night. It's not permanent. It's approved under a different permit.

Cavener: Perfect. And two comments about the food truck court and what is your criteria about that it's -- it's clean. Certainly we all want things to be clean and presentable, but, boy, I have got a teenager. Hey, is your room clean? Yes. Believe that it is. I poke my head and I say, no. It's very subjective. So, how do we -- I always get a little antsy about code that can be more subjective. So, how -- how do we -- how do we manage that and -- and it's in there because we think it's important, so how -- how do you enforce that and what's the criteria?

Parsons: Yeah. Mayor and Council, there is -- you are right, it's subjective. I think the intent is you don't have food dripping off the sides of it; right? You are sanitary. You are keeping it cleaned up. You don't have trash all around it. You don't have generators and cords going everywhere. You don't have -- whatever you need to operate. It's meant to be orderly and maintained and right appearance. That's -- that's the intent. And no one's going to say, oh, your paint is flaking off of your windows cracked, but, obviously, they should fix those things.

Cavener: So, some -- Mr. Mayor? Sorry.

Simison: Councilman Cavener.

Cavener: Some suggestions might be right is to provide waste receptacles and free, you know, electronic encumbrances that pose a safety issue, something like that. I'm sure the fire department can maybe help with some language. That would just be my -- my suggestion. And, then, my second piece of comment is about the parking requirements and some of these -- some of these make sense and, again, in a residential use you are doing a -- into a food truck court, you know, and kind of more residential. I think parking sometimes is the antithesis of a food truck; right? It's that convenient thing that's right there in front of you. Did you -- did Planning and Zoning have any conversations about maybe a different set of standards within the Old Town region? And does that make more sense to have maybe one set of -- of guidance outside of Old Town and a separate set within Old Town and is that something that was discussed? Was there any input that you want to share with us?

Parsons: Yeah. Mayor, Members of the Council, we did. That's something that when we talked about it we said, one, again, it was the parking. Certainly there could be a standard added here that's within the downtown. You don't -- you don't require parking -- or Old Town zone. There is -- parking is required. That's one way to get there, too. And, yeah, that's something that the Commission and I did discuss. But, again, they didn't propose any of that language for changes this evening. But certainly that's within the Council's purview tonight to say that parking wouldn't be allowed if this was established in the Old Town zone. We could wordsmith that or something to that effect. But, yeah, we -- I think even looking at our -- some of our specific use standards that we recently changed, we have kind of required more parking in Old Town, which it wasn't necessarily intense or maybe a good opportunity for us to go back and look at that as well, those other specific use standards. But to your point we want to incentivize business downtown and we all know parking can be a challenge on some of these in-fill pieces and you may not get parking.

Simison: Just so I'm clear, so I'm not confusing, we have a food truck court, which is multiple food trucks. We have a food truck, which is at a permanent location and, then, we have food trucks under TUP, which don't have any of these requirements to begin with. So, I think that there is a -- you may want -- you know, you may want parking, because it -- you know, I think about other communities you go to where they technically have food trucks which are replacing buildings. So, do you want them in that location to

have the same parking standards as other businesses or not? And that's -- that's the question that they are a permanent fixture in our downtown. That would be my question. Are you going to treat them differently or not? Because that's different than someone pulling up on the street and taking over a parking spot for an hour or two hours during the day.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Just to kind of follow a little bit on that. The idea with -- what are we calling it, the food truck court. The idea, though, is it's a permanent parking lot essentially for food trucks, but the idea is not that the food truck itself is a permanent facility. It could rotate. It could be a different kind. But we are just creating a specified standardized location that everyone complies with, but it would be rotating. That's the idea here. Right?

Simison: Yeah, just add on -- and that's why I think this is actually not necessary for a food truck operator, this is more for a landowner even in a lot of ways more so, which kind of makes some of these questions -- even makes food truck -- going back to the clean appearance. Well, this -- the land -- this is a landowners responsibility I think more so -- or less so than the owner of a food truck responsibility who is coming in and out every day.

Taylor: Yeah. I mean it would seem like it's almost like a trailer park in some sense that someone owns the land and someone owns a facility and they can come and go in some regard. But I mean there -- I would think there would be some really good business opportunities for people who provide a food truck court as a way to attract a lot of people.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Just an off comment on the parking requirement. As I was just thinking through it, if we didn't have a parking requirement or a food truck court per food truck, I could see where we are almost creating a situation that brick and mortar sits in front of us and we require quite a bit of parking from them for a restaurant and we need some level of fairness and what we do in a food court -- food court depending on how big it is, so they provide that same level of service and availability for parking, because if they are not going to provide it, you know, they are going to be dumping somewhere else for that parking request.

Simison: It seems like it details back to parking for another day.

Parsons: So, Council, I don't -- I don't have anything else to add to the discussion tonight. So, if you want to open it up to a public testimony, then, maybe come back to some of these topics certainly we can do that. Thank you.

Simison: Okay. Well, with that, since this is a public hearing, do we have anybody from the public that would like to come forward and provide testimony on this item based on what was presented or what they have heard tonight? Like to come forward, please. State your name and address for the record.

Chiles: Yes. My name is Kelli Chiles. My address is 1100 West Idaho Street. Mr. Mayor, Members of Council, thank you for having me tonight. I come here to speak in support of the code text changes, specifically the Section 11-4-311, which we have talked about a little already and that is the changes to the conditional use permit requirements as it relates to drive throughs. Thank you. I'm a professional engineer at Kimley Horn, so my colleagues and I deal with projects that would apply to this section of code every day. We believe this is a good change in the code, because it would require less conditional use permits and take a burden off of the planning staff and you guys from having to go through these as much as you need to. We believe that drive throughs -- specifically the code of this -- this -- that we are -- like the best to see changed is that a drive through within 300 feet of another drive through could be changed, because when you have a drive through next to another drive through that those uses kind of already go together. So, having a conditional use permit is kind of redundant. Lastly, the stacking lane and dimensional requirements for the drive through standards that are included in the bottom of that tech section we believe adequately address -- enforce a drive through operator to plan for their drive through operations in a way that won't make their neighbors negatively impacted. So, thank you so much for your time tonight. I'm happy to answer any questions if you have them, but thank you.

Simison: Council, any questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thanks for being here.

Chiles: Yeah.

Cavener: Appreciate your expertise. So, you heard a little of the discussion I had with staff about variety of uses for drive throughs. I'm just curious from a professional capacity what's -- what's your response to something like that?

Chiles: So, two things. I would say that the majority of drive through providers that I would work with have much higher standards for their own selves than what any typical code would require. I guess the second part to that would be -- I had something else.

Cavener: That's okay. Put you on the spot.

Chiles: Yeah. No. I guess -- thank you.

Simison: And may be to follow up on that component, what in -- in the professional world what is a drive through lane? What -- what kind of -- because we have some drivers that stack around a corner -- of a hard corner on a building.

Chiles: Yeah.

Simison: The other pre-existing. And, then, also, you know, not all bank makes it, but they have drive throughs and, then, they can get repurposed, like Marcos Pizza in south Meridian or --

Chiles: Yes.

Simison: -- other things. Thoughts on having the different standards of drive throughs compared to a building that may not -- that may not be the ultimate purpose long term.

Chiles: Yeah. I think it definitely makes sense to have like the five separated from the two for -- for uses, like as a bank. That makes sense that they would have a lot less stacking spaces than -- than something like a McDonald's would, so I think that that makes sense. I don't know that there is specific standards for what constitutes a drive through. I think that's something that we would look for to be defined by a code in any given city.

Simison: Do you have any experiences or challenges where you have an existing drive through of one use and someone comes in for a different use and there becomes challenge because there is not an adequate -- that's really where I would go through, something that's inadequate or adequate for one type of use, but won't be adequate for a future use, therefore, the building maybe is hard to repurpose.

Chiles: Yeah. I have never seen that specifically, but that's something that we would have to look at when you were going through like an entitlement process or looking at a site for future improvements. Anything else?

Simison: Thank you.

Chiles: Thank you, guys.

Simison: Just out of your curiosity -- and Laren -- come on up, Laren. What -- do we have at that -- like I think of -- it's over there in El Dorado where you just have some hard corners coming in for the Jimmy John's, for example. There is some stacking, but it also goes around the corner. If you have a five and a two, what qualifies? Does it have to be separated? This is just paint on the ground that goes back to hard case. Any guidance? Thoughts? Do we get into that level of detail?

Parsons: Mayor, Members of the Council, I am familiar with that Jimmy John's. It does wrap around kind of weird. I don't know --

Simison: I don't know if it's intentional, but you -- sometimes you have to, but they actually may -- yeah, they don't have -- I don't think they have the -- I don't use it. My wife goes there, but I don't know where they have the speaker, if it's on the back or if it's on the side.

Parsons: I think you order on the app. That's -- that's the thing. A lot of people have apps now. They don't even have speakers and so like going to tonight's discussion is -- yeah. So, in those instances when we have gone through a conditional use, we are like you are not approved for a speaker and if you have a speaker in the future you come back and see the city. That's how detailed we have gotten in these CUPs and it could just make a lot of extra work for all of us that we are trying not to do, but we realize things change. Like you said, the Marcos Pizza, that was a bank and now we have got a pizza place there. But, again, when they come to us we are like you have a drive through, we have to approve them. It's because they have an entitlement for a drive through. But going back to your point, Mayor, it depends on how much stacking they need to provide. So, in this particular scenario if they have an escape lane -- or if they have a stacking lane that's over 150 feet -- or 100 feet, they have to provide an exit lane. So, that's why we were specific that if they have to do that, then, the minimum dimension is going to be ten feet for each lane. So, if they want -- their stacking lane is over 100 feet, one of those lanes has to be ten feet and, then, be able to get out of the drive through has to be the additional ten feet. So, in that case it wouldn't be striped, but it would be 20 feet wide, so that a car could conceivably go around another vehicle and exit if there was an emergency or they forgot their wallet or something. But that was the -- that's why we specifically added that. So, there is no specific requirement as how to -- but in instances -- I'm thinking of Chipotle on Meridian Road where we actually had them change the configuration of the drive out to one way, because of the conflicts of coming off of Meridian Road and turning into that site and we had them reorient the traffic going one way north out of that site, so they would not have that conflict with cars entering. So, those are instances where a conditional use can give you that latitude to require that, whereas maybe when we get to CZC and design review, you know, staff level, it's like meet the code. We got to approve it. So, again, a lot to think about here. But as you just heard, a lot of these standards are consistent throughout the nation for these drive throughs. They really do -- a lot of them say the same thing. Make sure you don't block roads. Make sure you don't block access. Make sure you have -- you know, the window is away from residential. I -- there is nothing new here, I should say, that's different than any other code. It's just trying to define it a little bit better and at least just make it clear that if your site plan shows it on your -- your overall annexation or your big mixed use development or employment area, Just make it staff level. We have already analyzed it through a concept plan. That's -- that's really the goal here, the intent of the change.

Simison: I want to take this home, solve it all for us.

Cavener: Mr. Mayor, Council, hopefully this will be --

Parsons: I'm sorry, Laren, do you want me to pull up your presentation?

Bailey: Well, let's just wait, because I don't -- I don't think we need to get to it. So, again, my name is Laren Bailey. My work address is 4824 West Fairview Avenue, Boise, Idaho, and I'm here representing a lot of hats. Unger Management Group, Blackrock Homes, and, then, also I just came from a BCA meeting before this meeting, the Building Contractors Association, and we discussed this in depth and they had a few comments they asked me to pass along as well. I really only have one -- well, I want to start out by saying that I'm also a member on the focus group with Bill and I appreciate -- we all appreciate being allowed to be involved and to put our two cents in and to work towards a common goal and Bill's done a great job with a lot of these issues and a lot of them are difficult and he spends a lot of time researching them and bringing them to the group and, then, we send him in another direction and I'm sure he's frustrated with us. I think 99 percent of what you heard tonight is amazing and is ready for prime time. Just got the one issue -- the one area that I think Commissioner Strader talked about a little bit -- or, excuse me, Council Woman Strader talked about a little bit and that is just the 11-3H-1 that we talked about, the highway and the mitigation next to that, the berm, the wall, the plantings. I think Bill has done a great job, but there is two issues we have and I don't want to go into all the details, but I think we just need more time and I'm just asking you to kind of send this back to staff a little bit, let us go through this with them and come to a better conclusion on a few of these items and I think that there is -- there is still a lot of issues with it that need to be resolved. I don't think it's insurmountable. I think it can be done. We just need to work through it. But part of it was -- and, again, I'm not trying to -- Bill's got a lot on his plate. He's doing a lot. But some of this we didn't see until last Wednesday and that's even those cross sections -- I mean those weren't presented at Planning and Zoning. We didn't see those until last Wednesday. So, we don't feel like we have really had time to comment on those. I think that they are close. I think there is some issues that need to be resolved. So, that's all we are asking for is just a little more time to work on that with staff. I think the rest of it's great. I did prepare a PowerPoint if we really want to go in the weeds, but I would rather just give us a little time. We will -- we will get it juiced up and bring it back before you if that works for -- for the Mayor and Council.

Simison: Okay. I had a suspicion this was not going to be approved tonight one way or the other, so I think there is time for conversations with Council -- or with the staff to explore items without any issues. Council, any questions specifically on --

Bailey: Thank you.

Simison: All right. Is there anybody else that would like to come up this evening? Okay.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: A couple just may be other quick comments on 115A-64, just about proof of posting. I know that's kind of a clean-up piece, but it did spark at least a thought for me that I want to just plant for you, Bill and staff, is if we have the ability in our sign posting to include a QR code, so that people can -- when they are -- when they see the sign -- I have had some feedback from some folks that, hey, I see something on Ten Mile or, you know, Highway 55 and I -- I'm driving past, I can't -- I can't pull over, it would be good to know if there is either a way like when I'm at a stoplight I can try and zoom in and -- and snag it, so that I can learn more information about it. Again, not something that I think needs to be included with this next round, but just we will get to some comments here a little bit later about forecasting some of this. But just something that I saw that we had that one, I wanted to at least just pose for you and staff.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I think it would be great to -- I would like to hear from fellow Council Members on this, but if there is interest from -- from us as a collective group I think it would be great just to hear a suggestion from planning staff on how to try to tackle this home occupation accessory use issue regarding pools that are being used for swimming lessons in neighborhoods. I just I think it is really going to impact a lot of people to wait to address that. So, if it's possible -- it sounds like this might get continued -- if it's possible to hear from staff on that that would be great.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I agree with -- with Council Member Strader talking earlier tonight and we said, you know what, if I'm a -- if I'm a daycare that does swimming lessons as part of my curriculum, right, that would probably fly under our code. I don't know. I'm not the expert. But there certainly are some intentions and maybe code is getting in the way of what we want. I know we are getting close to kind of -- right -- school starts tomorrow, unofficial end of summer, but I don't want what is written in code to maybe get in the way of how, you know, some individuals have been operating their little side business this summer. So, I don't know if it's something we can bring back with -- if we are going to continue this or if it's something that we have to prolong until the next time you come back, but I hope it would be that if we can find a more simple solution on this sooner rather than later probably.

Simison: Would you like to make it this time?

Parsons: Mayor and Council, I would. I know I was copied on that e-mail chain last week. My heart goes out to that woman, because certainly, again, we don't know until

we -- we get the e-mail or the phone call, as you guys know we are complaint driven, we don't go out seeking code violations and my staff said she's a very -- she's a wonderful woman. Very kind. Polite. She just -- she's been doing it for a while and just wants to know what rules she needs to follow and, unfortunately, the rules don't work in her favor currently and that occurs sometimes, but like I mentioned in my opening statement with the Council, this topic was five or six years ago and it was -- at the time city was dealing with a lot of code complaints with people running businesses outside of their home, using those outdoor sheds or doing things in their driveways and bringing -- people were dropping off vehicles get repaired and get their vehicles detailed and we put together a whole group and got all the experts together and we came back with a code change and that group all said that, you know what, we need to keep it inside the home and I certainly want to respect what the Council wants me to do, but I just at least think it's important to know that history of how we got to where we got, because some of you don't know that and weren't part of that and I'm a big believer of that. You know, we got to know where we came from before we go forward and so I just want to at least give you that context and I -- that I -- yes, swim lessons, I like the creativity. Maybe get your daycare license and, then, let the kids swim in your pool. Teach them preschool. Whatever it is, yes, that certainly can fit under that umbrella if they can meet all the requirements she needs to. She will have to get licensed through -- get her fire department inspection. Get her certifications. There is -- there is always going to be something that you have to need to comply with. It's not just going to be, yes, you can do that and move on. We know government isn't that way, unfortunately. It's job security, unfortunately. That's -- we got to -- we got to prevent bad things from happening. As you know sometimes government does that. So, again, yes, I'm willing to at least entertain that and look at that, if that's something that you are passionate about adding to this round, just push me out farther -- or direct me to come back with something different and move these forward. I mean it's -- you have a lot of options this evening. If you want to digest these more you can certainly continue it, digest what we have on the table today, come back in two weeks, close this one out, open the other one and look at home occupations. Or I don't -- if you want staff to study the -- the highway standard some more, you know, vacate that one and move forward with the rest of them if you like those and we at least get that ordinance done and, again, we can -- we did that with the building height discussion we had last year. You asked me to remove that hundred foot height exception from the UDC changes. It's still -- it's parked for now, but certainly we can park these and study them a little bit more, too. So, again, it's really what -- what -- what do you want staff to look at? Again, if you want me to add AUPs, then, push me out a month, I mean give me some time to do some research and -- because I don't want to just open it up to outdoor usage, because, again, you just don't know what you are going to get. Someone can say I want to teach batting lessons in my backyard and they will have five batting cages and pretty soon you are just hearing balls getting hit all night long. It's -- again, I know it seems a little ridiculous, but you would be very surprised -- I have been in those rooms with code enforcement and you would be surprised what -- the creativity some people will come up with and it can be challenging and I feel for -- for our team members that -- that are in code enforcement. It is not an easy -- easy job.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I think what -- with regard to your potential CUP perhaps around pool -- you know, pools that teach seasonal swimming lessons specifically in their outdoor pool or something like, I was envisioning something pretty narrowly tailored. You know, I think it could assume certain hours of operation similar to a daycare. I kind of look at it a lot like a daycare in a way and I think there should still be some sort of a process for someone who is seeking that approval to do that, to come before us and we can hear from neighbors if neighbors are really concerned that they are going to be impacted. So, I was sort of envisioning a similar kind of a process to what we do with a daycare. I guess the bottom line is from your perspective, though, you feel like in two weeks that's just not enough time to try to tackle -- okay. Yeah. I think with regard to feedback on these, like I need two weeks on these myself just to digest these and kind of ask questions and kind of noodle on them. I would ask that you start working on that issue when you have capacity. Again, I think in a narrowly tailored context I respect the background on the issue and that, you know, we don't necessarily -- we don't want to end up with a big circus, but at the same time, you know, I -- I do think that, you know, freedom for people to make a living is important and -- but this is the one that sort of occurred to me like we should look at -- or something around this type of use specifically. I don't know. That's the feedback I have at this point.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I'm with Council Woman Strader. I would like -- kind of wanted to hear the presentation tonight and kind of digest it, this being the first time I'm tackling this kind of a topic, so I would like a couple weeks to kind of contemplate this. I think with Laren's request that they would like some more time to work with it, I think that would be reasonable as well. A lot of these seem like they make some sense, but it's also the first time I'm kind of grappling with food trucks and size of the bedroom and things like that. So, I would like some time to kind of consider that and think about that a little bit as well. With respect to occupation in the home, I appreciate that history that you provided. I mean I'm a big advocate, too, of allowing people freedom to work out of their homes. I think it's a lot more -- with COVID I think more and more people are looking at doing that. But I do think -- my perspective would be I would -- how do you accommodate a specific type of use, which I like that, but I also would like some uniformity for everyone. I would like to see -- my instinct would be fewer regulations to allow more uses, but I have not been in those rooms with code enforcement. I can only imagine some of the stories being heard. So, I'm not particularly opposed to considering a specific use on the circumstance we are discussing, but I would be hesitant to create a specific -- UDC changes for just one small narrow use, without -- because I don't think that's fair to others who may have a similar argument and yet we are not considering those uses. So, I would like to consider that a little bit, too, and that's a longer conversation I think. I

don't know if that's something we should re -- maybe that's a future topic that, Council, we should consider our -- is our code aligned with -- currently where we are with people having a greater desire to work from home, a greater desire to be creative in how they can earn a living -- I mean five years ago the world was very different in terms of the -- the opportunities you had to work from anywhere and so I actually think it might be something that we dive into as a broader topic and get it all right, as opposed to a specific use. That would be my feedback.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: So, I agree, I think the consensus is we at least want a couple weeks before we take another look at this and I agree with that. I'm going to kind of give you a little flip on the pool incident. I have done law enforcement and for every one person that you have that might say that this is bad and I can't do my use, they might have a hundred complaints that they are dealing with across the city which is one of the reasons why these meetings took place and these solutions had to be found and had to be done in such a way that it only allowed uses inside the house. I'm sure Lieutenant Harper can talk about things more currently than I can, but you -- you really have to be careful we don't create a slippery slope by trying to allow one use in, because you have to set up a set of rules at some point, unless we want to invite Lacy to come in and speak from code enforcements and give you the background and all the things that they see and do in this city and what they try to do to prevent, because while we are talking about one person that lives in that home, we may be talking about the impact and quality of life of lots of people that live around these things that we work to prevent all the time. So, there is a -- there is a flip side to this whole story we need to be aware of as we progress.

Simison: And that was one of the -- again, what I was going to suggest is it might make sense to have Lacy or someone from the police department identify what code complaints we are receiving about home occupations as a general update on things. That being said if there was a way to grant -- I'm going to call it a temporary restraining order to allow the work to continue until we go through our process -- and, again, I have no idea about this person. Do they have a heated pool that they do this year around? Do they stop tomorrow when school goes back into session? What are we potentially able to allow for a brief time period while this issue is addressed? Is it a 30 day component for this person? You know, I could be supportive of something limited that's not against the law while we research a larger component, if possible. So, that's at least -- but I do think the comment -- because, yeah, I remember the conversations that people were selling clothing out of their garages, you know, basically permanent -- I don't want to call them yard sales, because they -- I think they were off the rack, yeah, type stuff, but they were just coming in, home occupation out of the garage, you know, which, then, gets into what parking because people aren't using their garage for parking, you know. I mean it's -- so, anyways, Mr. Nary, any feedback on my dumb statements?

Nary: Mr. Mayor, no. No. Those are -- those are spot on. The answer is yes, but -- so, yes, we can work with the -- with the individual and the circumstance that's occurring, but -- but as was stated earlier, code enforcement is all complaint driven. So, there is a complainant that is concerned about how this is being done. So, again, our code enforcement are masters of working with our neighbors and neighborhoods and individuals and we can work on that and we have had the same conversation with planning and internally on how to apply a daycare sort of standard, because as Council has pointed out tonight -- I mean daycares operate similarly. Some have pools. Maybe they aren't doing lessons, but they have pools and they have other uses outside. So, we can thread that needle and I'm sure we can work with code and the complainant, this individual -- again, this being potentially a seasonal activity. This season is going to be over here fairly soon as well. So, I think we can work through it. I think we can come up with a solution with -- with planning and bringing something forward in the code change in the future. But I'm not concerned that we are going to put somebody out of business today. We can work through those issues and come up with a solution that we can work with the complainant and figure this out.

Harper: Mr. Mayor?

Simison: Lieutenant Harper.

Harper: Mayor, Members of Council, are you guys wanting something via e-mail with educating you guys on kind of the complaints we are dealing with home occupancy businesses or you want Lacy to come in because she's definitely the person to share that information. She's very knowledgeable.

Simison: Maybe plan on her coming, unless there are -- unless it's like we have gotten one complaint in two years. Maybe -- maybe evaluate it and you could just reach out to -- have her or yourself or someone provide me the information and, then, we can determine what's the appropriate way.

Harper: Perfect. Thank you.

Simison: So, with that, Council, do we have a time frame that we would like to continue this public hearing?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: While were deliberating I had a chance to connect with the clerk. Mr. Clerk is maybe suggesting September the 10th. So, a little bit longer than two weeks, but with -- we have got a couple of agendas in front of us with some budget deliberations, some other larger applications, and so rather than asking our great staff to come and, then, maybe we continue it because the meeting runs long, let's just plan and plan right. So,

Mr. Mayor, we can continue deliberation -- I would move that we continue Item 25, the 2024 UDC Text Amendment proposed changes to September 10th.

Strader: Second.

Simison: Have a motion and a second to continue Item 25 to September 10th. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the item is continued.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ORDINANCES [Action Item]

- 26. Ordinance No. 24-2056: An Ordinance (Two Mustard Seeds Women's Resale Shop H-2024-0009) for rezone of a parcel of land being a portion of Lot 2, Block 1 of West View Addition to Meridian Subdivision as filed in Book 2 of Plats at Page 68, records of Ada County, Idaho, more particularly described in Exhibit "A," rezoning 0.63 acres of land from the R-8 (Medium-Density Residential) zoning district to the O-T (Old Town) zoning district in the Meridian City Code; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all applicable official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing an effective date.**

Simison: With that we will move on to Item 26, which is Ordinance No. 24-2056 -- and for the record, Councilman Whitlock had technology issues and had to drop off earlier. So, ask the Clerk to read Ordinance No. 24-2056 by title.

Johnson: Thank you, Mr. Mayor. It's an ordinance related to Two Mustard Seeds Women's Resale Shop, H-2024-0009, for rezone of a parcel of land being a portion of Lot 2, Block 1 of West View Addition to Meridian Subdivision as filed in Book 2 of Plats at Page 68, records of Ada County, Idaho, more particularly described in Exhibit "A," rezoning 0.63 acres of land from the R-8 zoning district to the O-T zoning district in the Meridian City Code; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all applicable official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing an effective date.

Simison: Thank you. Council, you have heard this ordinance read by title. Is there anybody that would like it read in its entirety? Hearing none, do I have a motion?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I move we approve Ordinance No. 24-2056.

Little Roberts: Second.

Simison: Have a motion and a second to approve Ordinance No. 24-2056. Is there any discussion? If not, Clerk will call the roll.

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea; Whitlock, absent.

Simison: All ayes, motion carries, and the item is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

- 27. Ordinance No. 24-2057: An ordinance (Rosalyn Subdivision – H-2023-0056) annexing a parcel of land located in the northwest quarter of the southwest quarter of Section 19, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 0.014 acres of such real property from RUT (Rural Urban Transition) to the R-8 zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.**

Simison: Next item up is Item 27, which is Ordinance No. 24-2057. Ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. This is an ordinance related to Rosalyn Subdivision, H-2023-0056, annexing a parcel of land located in the northwest quarter of the southwest quarter of Section 19, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 0.014 acres of such real property from RUT to the R-8 zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.

Simison: Thank you. Council, you have heard this ordinance read by title. Is there anybody that would like it read in its entirety? Seeing none, do I have a motion?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Move we approve Ordinance No. 24-2057.

Little Roberts: Second.

Simison: Have a motion and a second to approve Ordinance No. 24-2057. Is there any discussion? If not, Clerk will call the roll.

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea; Whitlock, absent.

Simison: All ayes, motion carries, and the item is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

- 28. Ordinance No. 24-2058: An ordinance (Pebblebrook Subdivision – H-2024-0005) annexing a parcel of land located in the northeast quarter of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 13.94 acres of such real property from RUT (Rural Urban Transition) to the R-8 (Medium-Density Residential) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.**

Simison: Next item up is Item 28, Ordinance No. 24-2058. Ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. It's an ordinance related to Pebblebrook Subdivision, H-2024-0005, annexing a parcel of land located in the northeast quarter of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 13.94 acres of such real property from RUT to the R-8 zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies



AGENDA ITEM

ITEM **TOPIC:** Elevate Storage Sanitary Sewer Easement (ESMT-2024-0021)

Project Name or Subdivision Name:

Elevate Franklin

Sanitary Sewer Easement Number: 1

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: _____

SANITARY SEWER EASEMENT

THIS Easement Agreement made this ____ day of _____ 2024, between Elevate Self Storage Franklin LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

EXHIBIT A

City of Meridian Sanitary Sewer Easement Description for Lot 1, Block 1 of Umbria Subdivision

The following Describes a Strip of Land for the Purpose of a Sanitary Sewer Easement being a Portion of Lot 1, Block 1 of Umbria Subdivision as filed in Book 101 of Plats at Pages 13200 through 13204, Records of Ada County, Idaho, lying in a portion of South 1/2 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Southeast Corner of Section 10, Township 3 North, Range 1 West, Boise Meridian; From which, the South 1/4 Corner of said Section 10 bears, North 89°36'09" West, 2640.84 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of said Section 10, North 89°36'09" West, 1558.90 feet to the Intersection point of North Umbria Hills Avenue; Thence leaving said Southerly Boundary Line, and along the Centerline of North Umbria Hills Avenue, North 00°12'22" East, 464.86 feet to the Intersection Point of West Perugia Street; Thence leaving said Centerline, South 53°15'51" West, 72.95 feet to the **POINT OF BEGINNING**:

Thence, South 01°12'25" West, 24.50 feet;

Thence, North 88°47'35" West, 7.13 feet;

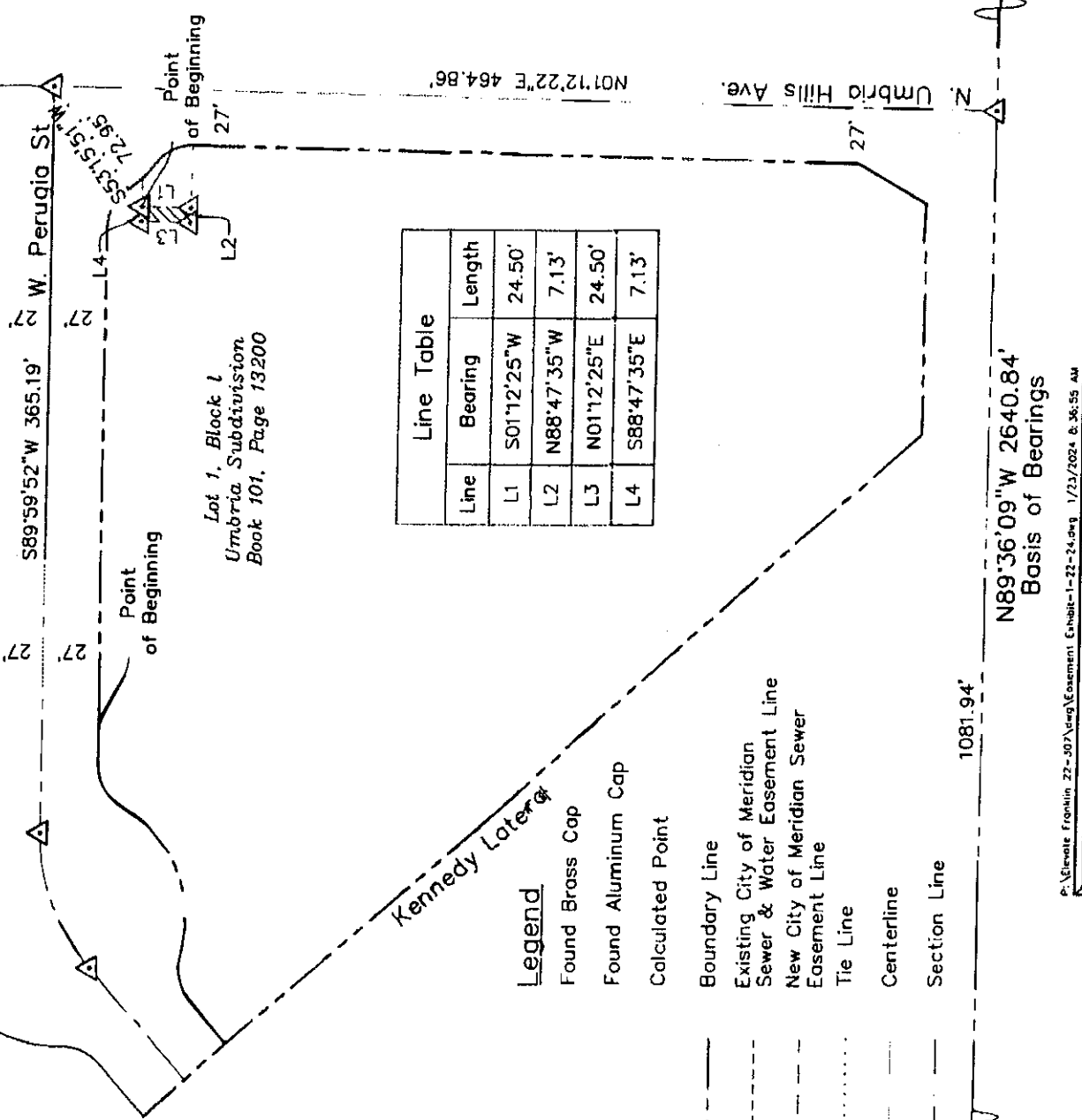
Thence, North 01°12'25" East, 24.50 feet;

Thence, South 88°47'35" East, 7.13 feet to the **POINT OF BEGINNING**:

The above Described Strip of Land contains 175 Sq. Ft, more or less.



EXHIBIT B



| Line | Bearing | Length |
|------|--------------|--------|
| L1 | S01°12'25\"W | 24.50' |
| L2 | N88°47'35\"W | 7.13' |
| L3 | N01°12'25\"E | 24.50' |
| L4 | S88°47'35\"E | 7.13' |

- Legend**
- Found Brass Cap
 - Found Aluminum Cap
 - ▲ Calculated Point
 - Boundary Line
 - Existing City of Meridian Sewer & Water Easement Line
 - New City of Meridian Sewer Easement Line
 - Tie Line
 - Centerline
 - Section Line

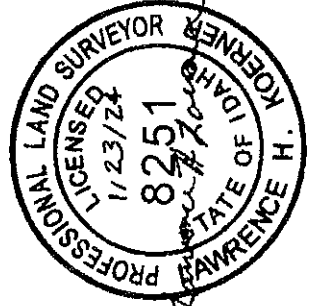
Scale: 1" = 80'

IDAHO SURVEY GROUP, LLC

9855 W. EMERALD ST
BOISE, IDAHO 83704
(209) 646-4570

City of Meridian Sanitary Sewer Easement Exhibit
For Lot 1, Block 1 of Umbria Subdivision

Located in the South 1/2 of Section 10,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.



Job No. 22-307-01
Sheet No. 1
Dwg. Date 1/23/2024

W. Franklin Rd.

1558.90'

N89°36'09"W 2640.84'

Basis of Bearings

1081.94'

1511.14'

1010.11'

N Umbria Hills Ave.

N01°12'22"E 464.86'

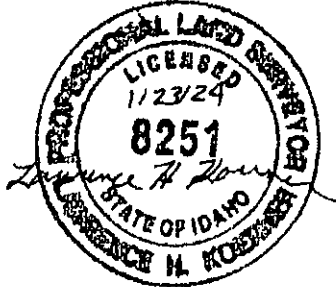
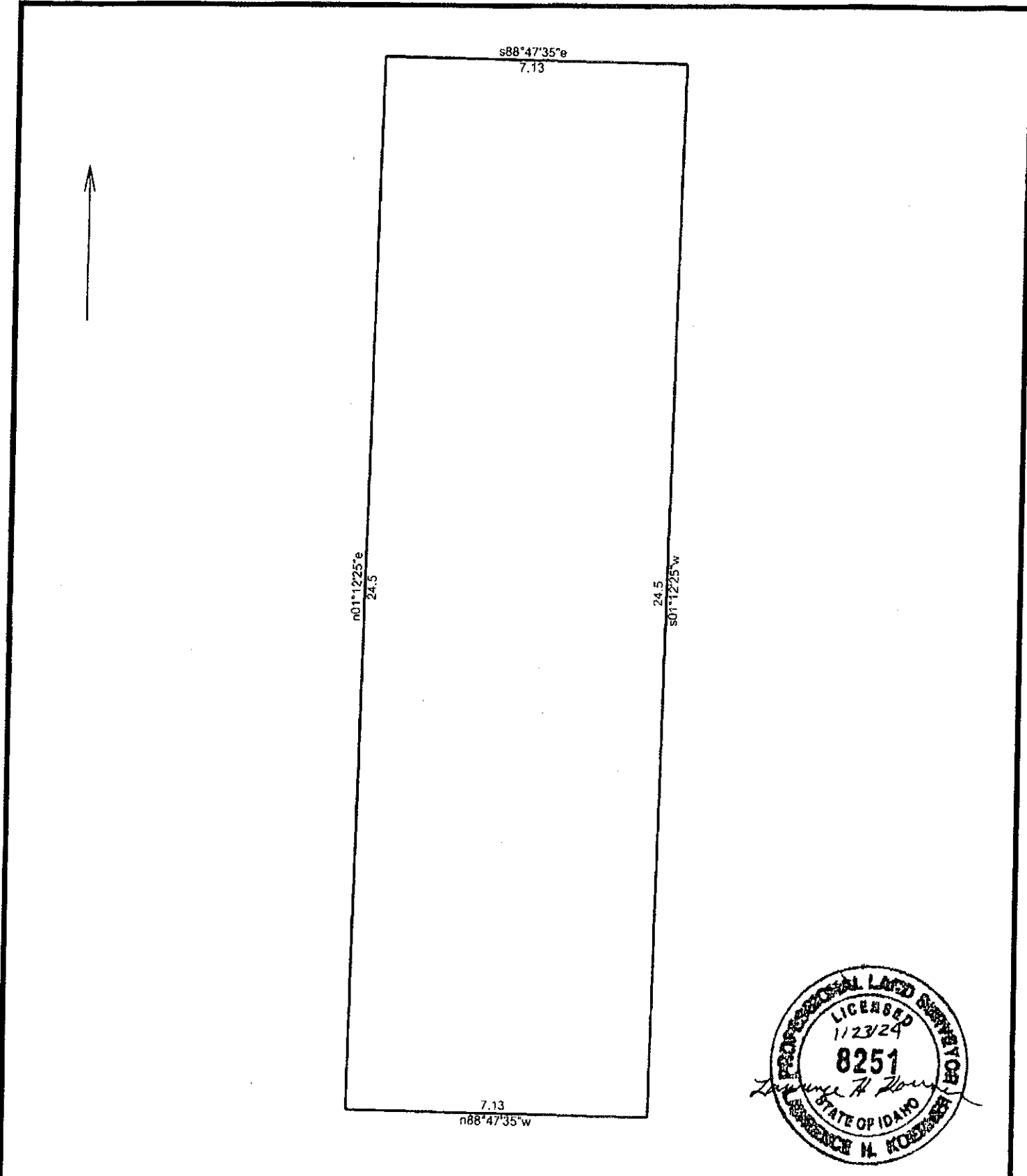
W. Perugia St.

S89°59'52"W 365.19'

Lot 1, Block 1
Umbria Subdivision
Book 101, Page 13200

Point of Beginning

Point of Beginning



CITY OF MERIDIAN SANITARY SEWER EASEMENT 1/22/2024

Scale: 1 inch= 3 feet | File: Sanitary sewer Easement.ndp

Tract 1: 0.0040 Acres (175 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=63 ft.
 01 s01.1225w 24.5
 02 n88.4735w 7.13
 03 n01.1225e 24.5
 04 s88.4735e 7.13



AGENDA ITEM

ITEM TOPIC: Modern Craftsman Franklin Sanitary Water and Sewer Main Easement 2
(ESMT-2024-0111)

Project Name or Subdivision Name:

Modern Craftsman Franklin

Sanitary Sewer & Water Main Easement Number: 2

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
BPS Franklin Road LLC ("Grantor") and the City of Meridian, an Idaho
Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

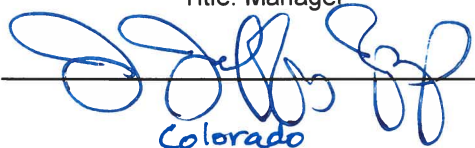
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

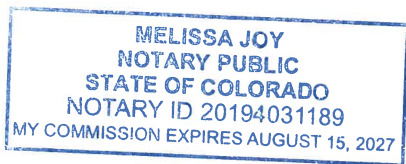
GRANTOR: BPS Franklin Road, LLC
By: JRMR Baron Manager LLC
Name: J. Jeffrey Riggs
Title: Manager



Colorado

STATE OF IDAHO)
Denver) ss
County of Ada)

This record was acknowledged before me on August 15, 2024 (date) by J. Jeffrey Riggs (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of JRMR Baron Manager LLC as Manager of BPS Franklin Road LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below




Notary Signature
My Commission Expires: August 15, 2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

Exhibit A
Water and Sewer Easements
Colorado Ridge Subdivision
August 16, 2024

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 10 from which the South 1/4 corner of said Section 10 bears South 89°15'34" East, 2,640.54 feet; thence on the south line of said Section 10, South 89°15'34" East, 716.06 feet; thence leaving said south line, North 00°36'35" East, 35.88 feet to the **POINT OF BEGINNING**;

thence continuing North 00°36'35" East, 148.69 feet;

thence North 33°01'13" West, 25.28 feet;

thence North 00°36'35" East, 58.68 feet;

thence South 44°16'13" East, 50.83 feet;

thence North 79°28'47" East, 30.08 feet;

thence South 10°31'13" East, 17.63 feet;

thence North 79°28'47" East, 65.61 feet;

thence South 89°15'34" East, 78.11 feet;

thence North 00°35'14" East, 47.56 feet;

thence North 89°24'46" West, 14.50 feet;

thence North 00°35'14" East, 20.00 feet;

thence South 89°24'46" East, 14.50 feet;

thence North 00°35'14" East, 114.38 feet;

thence South 89°24'46" East, 65.75 feet;

thence North 00°35'14" East, 34.20 feet;

thence South 89°24'46" East, 20.00 feet;

thence South 00°35'14" West, 41.77 feet;

thence South 78°09'46" East, 21.40 feet;

thence South 89°24'46" East, 138.84 feet;



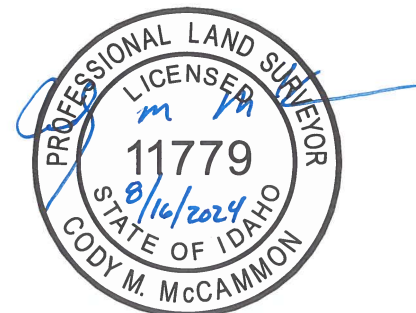
thence North 00°36'35" East, 143.49 feet;
thence North 89°24'46" West, 10.00 feet;
thence North 00°36'35" East, 20.00 feet;
thence South 89°24'46" East, 10.00 feet;
thence North 00°36'35" East, 37.35 feet;
thence North 05°36'35" East, 128.59 feet;
thence North 84°23'25" West, 51.62 feet;
thence South 72°08'54" West, 146.21 feet;
thence North 89°24'46" West, 71.78 feet;
thence North 00°35'14" East, 20.00 feet;
thence South 89°24'46" East, 12.00 feet;
thence North 00°35'14" East, 237.83 feet;
thence North 50°08'54" East, 16.80 feet;
thence North 72°08'54" East, 60.69 feet;
thence North 17°51'06" West, 12.50 feet;
thence North 72°08'54" East, 20.00 feet;
thence South 17°51'06" East, 12.50 feet;
thence North 72°08'54" East, 61.35 feet;
thence North 40°36'35" East, 34.31 feet;
thence North 49°23'25" West, 25.50 feet;
thence North 35°01'37" West, 13.61 feet;
thence North 54°58'23" East, 38.00 feet;
thence South 35°01'37" East, 20.78 feet;
thence North 40°36'35" East, 21.55 feet;
thence South 49°23'25" East, 20.00 feet;



thence South 40°36'35" West, 25.58 feet;
thence South 49°23'25" East, 73.01 feet;
thence South 26°53'25" East, 16.99 feet;
thence North 63°06'35" East, 21.20 feet;
thence South 26°53'25" East, 20.00 feet;
thence South 63°06'35" West, 21.20 feet;
thence South 26°53'25" East, 23.47 feet;
thence South 15°38'25" East, 7.77 feet;
thence South 00°36'35" West, 36.82 feet;
thence South 89°23'25" East, 18.94 feet;
thence South 00°36'35" West, 20.00 feet;
thence North 89°23'25" West, 18.94 feet;
thence South 00°36'35" West, 53.12 feet;
thence South 05°38'25" East, 55.09 feet;
thence South 05°36'35" West, 46.51 feet;
thence South 84°23'25" East, 14.00 feet;
thence South 05°36'35" West, 20.00 feet;
thence North 84°23'25" West, 14.00 feet;
thence South 05°36'35" West, 98.13 feet;
thence South 84°23'25" East, 17.50 feet;
thence South 07°16'36" East, 27.58 feet;
thence North 84°23'25" West, 23.65 feet;
thence South 05°36'35" West, 38.37 feet;
thence South 00°36'35" West, 114.89 feet;
thence South 89°23'25" East, 10.44 feet;



thence South 00°36'35" West, 20.00 feet;
thence North 89°23'25" West, 10.44 feet;
thence South 00°36'35" West, 56.27 feet;
thence South 21°53'25" East, 43.61 feet;
thence South 89°23'25" East, 13.84 feet;
thence South 00°36'35" West, 20.00 feet;
thence North 89°23'25" West, 19.04 feet;
thence South 23°06'35" West, 19.58 feet;
thence South 00°36'35" West, 43.60 feet;
thence South 89°15'34" East, 76.07 feet;
thence South 00°44'26" West, 30.91 feet;
thence North 89°15'34" West, 110.76 feet;
thence South 00°44'26" West, 11.59 feet;
thence North 89°15'34" West, 23.00 feet;
thence North 00°44'26" East, 11.59 feet;
thence North 89°15'34" West, 303.00 feet;
thence South 79°28'47" West, 78.51 feet;
thence South 00°36'35" West, 37.55 feet;
thence South 89°23'25" East, 18.00 feet;
thence South 00°36'35" West, 23.00 feet;
thence North 89°23'25" West, 18.00 feet;
thence South 00°36'35" West, 77.68 feet;
thence South 87°53'29" East, 60.38 feet;



thence South 00°36'48" West, 7.85 feet to the north right-of-way line of W. Franklin Road;

thence on said north right-of-way line, North 89°15'34" West, 100.36 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPTING

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 10 from which the South 1/4 corner of said Section 10 bears South 89°15'34" East, 2,640.54 feet; thence on the south line of said Section 10, South 89°15'34" East, 716.06 feet; thence leaving said south line, North 00°36'35" East, 35.88 feet; thence North 67°46'18" East, 496.74 feet to the **POINT OF BEGINNING**;

thence North 89°15'34" West, 82.40 feet;

thence North 00°44'26" East, 14.78 feet;

thence North 89°15'34" West, 22.34 feet;

thence South 00°44'26" West, 14.78 feet;

thence North 89°15'34" West, 124.77 feet;

thence North 00°35'14" East, 132.09 feet;

thence South 89°24'46" East, 7.09 feet;

thence North 19°35'49" East, 20.03 feet;

thence South 78°09'46" East, 60.23 feet;

thence South 89°24'46" East, 152.89 feet;

thence South 00°36'35" West, 22.03 feet;

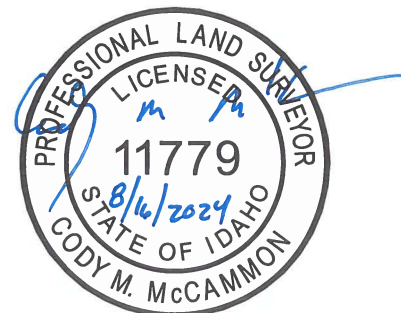
thence South 21°53'25" East, 36.58 feet;

thence South 00°36'35" West, 12.48 feet;

thence South 23°06'35" West, 26.13 feet;

thence South 00°36'35" West, 47.44 feet to the **POINT OF BEGINNING**.

ALSO LESS AND EXCEPTING



A portion of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 10 from which the South 1/4 corner of said Section 10 bears South 89°15'34" East, 2,640.54 feet; thence on the south line of said Section 10, South 89°15'34" East, 716.06 feet; thence leaving said south line, North 00°36'35" East, 35.88 feet; thence North 32°23'35" East, 851.96 feet to the **POINT OF BEGINNING**;

thence North 84°23'25" West, 50.06 feet;
thence South 72°08'54" West, 147.62 feet;
thence North 89°24'46" West, 35.75 feet;
thence North 00°35'14" East, 21.00 feet;
thence South 89°24'46" East, 12.99 feet;
thence North 00°35'14" East, 20.00 feet;
thence North 89°24'46" West, 12.99 feet;
thence North 00°35'14" East, 83.57 feet;
thence South 89°24'46" East, 12.99 feet;
thence North 00°35'14" East, 20.00 feet;
thence North 89°24'46" West, 12.99 feet;
thence North 00°35'14" East, 38.19 feet;
thence North 72°08'54" East, 14.42 feet;
thence North 17°51'06" West, 21.86 feet;
thence North 50°08'54" East, 7.35 feet;
thence North 72°08'54" East, 41.10 feet;
thence North 83°23'54" East, 7.69 feet;
thence North 72°08'54" East, 100.06 feet;
thence North 40°36'35" East, 36.55 feet;
thence South 49°23'25" East, 42.71 feet;
thence South 26°53'25" East, 42.76 feet;



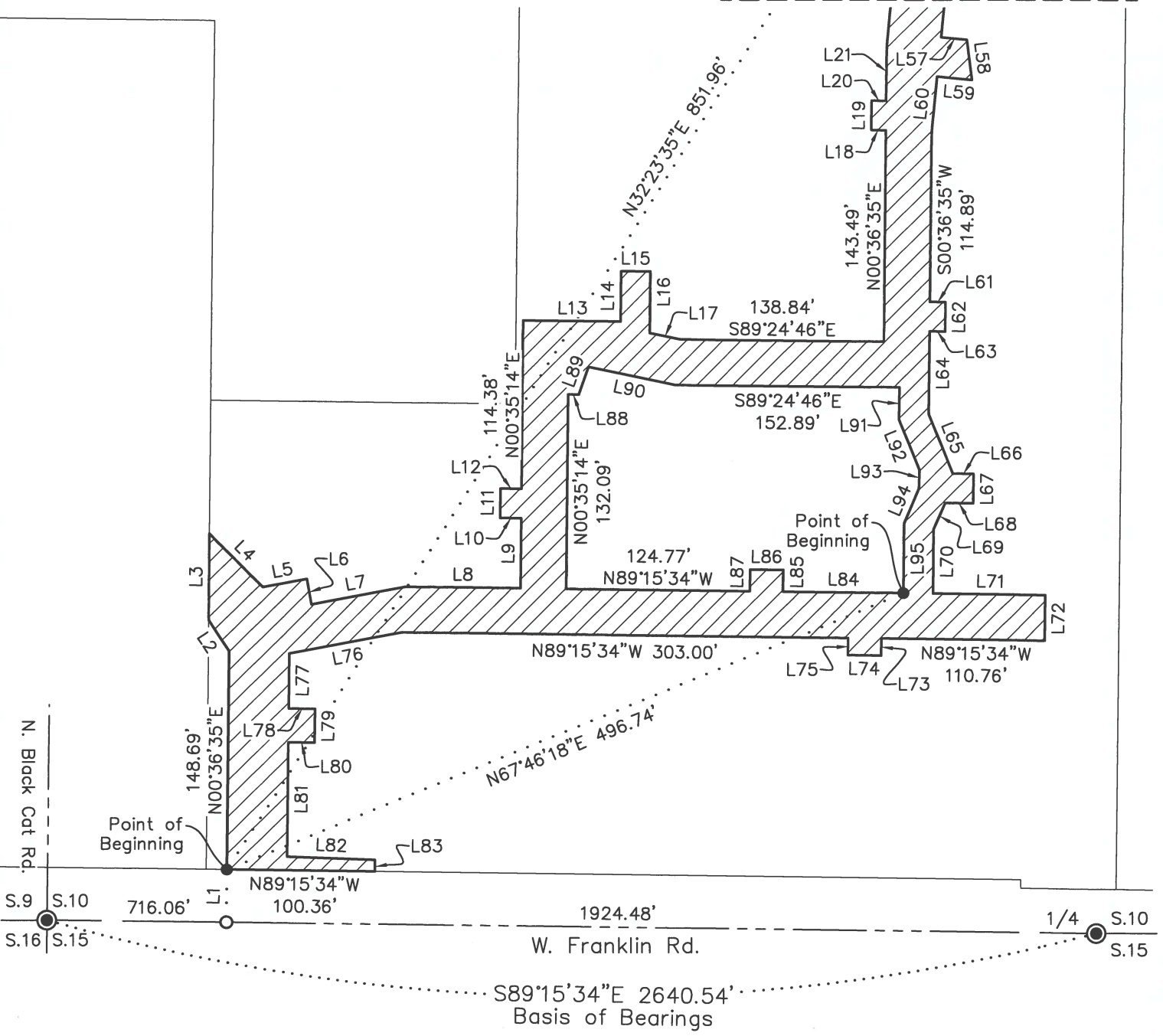
thence South 00°36'35" West, 131.85 feet;

thence South 05°36'35" West, 47.03 feet to the **POINT OF BEGINNING**.

Containing 2.080 acres, more or less.

End of Description.





N. Black Cat Rd.

Point of Beginning

Point of Beginning

S.9 S.10 716.06' S.16 S.15 100.36' 1924.48' 1/4 S.10 S.15

W. Franklin Rd.

S89°15'34\"/>



Scale: 1"=100'



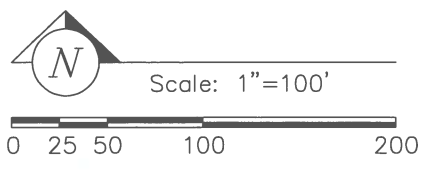
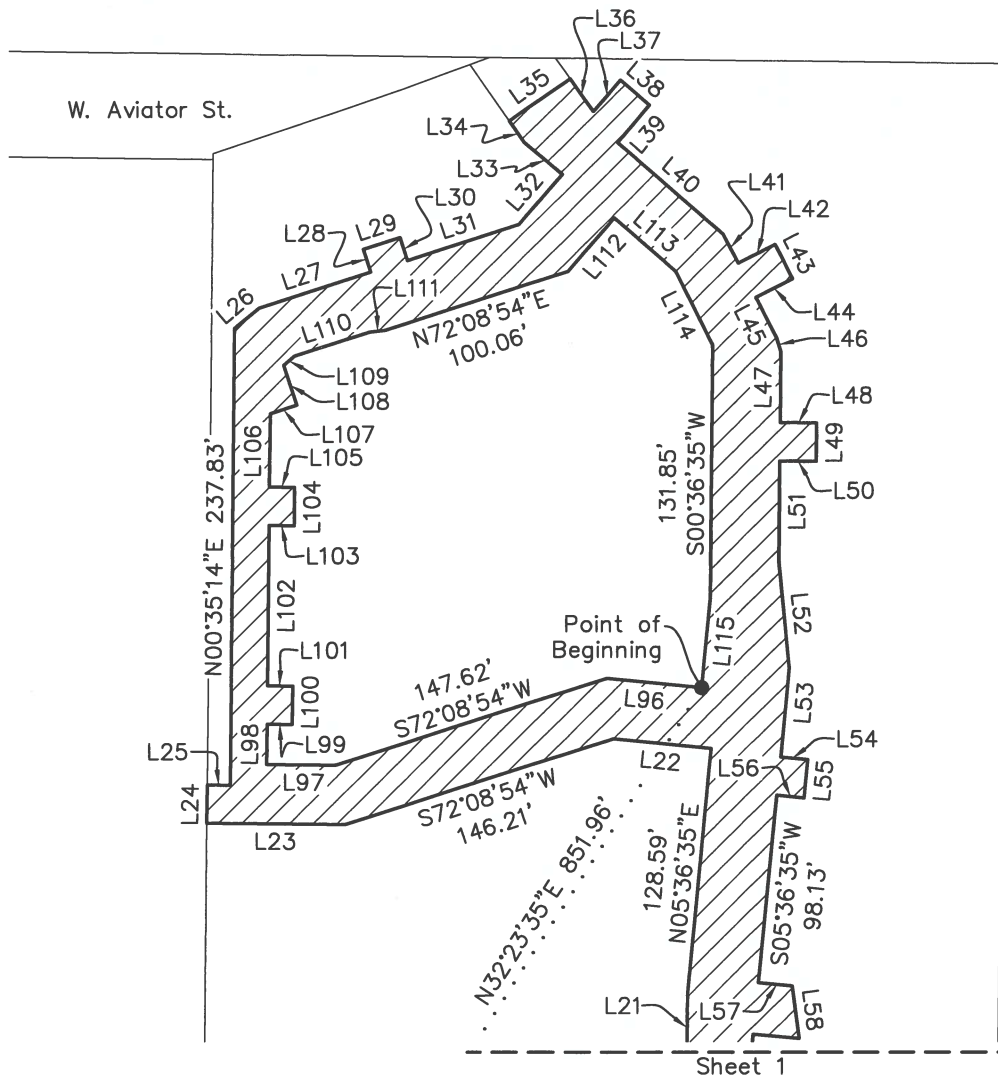
* See Sheet 3 for Line Tables



IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit B
Water and Sewer Easements
 Colorado Ridge Subdivision
 A portion of the SW1/4 of the SW1/4 of Section 10,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
 22-045
 Sheet No.
1 of 3
 Dwg. Date
 8/16/2024



* See Sheet 3 for Line Tables



P:\Colorado Ridge (4490 Franklin) 22-045\dwg\COM Sewer_H2O Ex2.dwg 8/16/2024 11:24:35 AM

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit B
Water and Sewer Easements
 Colorado Ridge Subdivision

A portion of the SW1/4 of the SW1/4 of Section 10,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

| |
|------------------------|
| Job No. 22-045 |
| Sheet No. 2 of 3 |
| Dwg. Date 8/16/2024 |

| Line Table | | |
|------------|-------------|--------|
| Line | Bearing | Length |
| L1 | N00°36'35"E | 35.88' |
| L2 | N33°01'13"W | 25.28' |
| L3 | N00°36'35"E | 58.68' |
| L4 | S44°16'13"E | 50.83' |
| L5 | N79°28'47"E | 30.08' |
| L6 | S10°31'13"E | 17.63' |
| L7 | N79°28'47"E | 65.61' |
| L8 | S89°15'34"E | 78.11' |
| L9 | N00°35'14"E | 47.56' |
| L10 | N89°24'46"W | 14.50' |
| L11 | N00°35'14"E | 20.00' |
| L12 | S89°24'46"E | 14.50' |
| L13 | S89°24'46"E | 65.75' |
| L14 | N00°35'14"E | 34.20' |
| L15 | S89°24'46"E | 20.00' |
| L16 | S00°35'14"W | 41.77' |
| L17 | S78°09'46"E | 21.40' |
| L18 | N89°24'46"W | 10.00' |
| L19 | N00°36'35"E | 20.00' |
| L20 | S89°24'46"E | 10.00' |
| L21 | N00°36'35"E | 37.35' |
| L22 | N84°23'25"W | 51.62' |
| L23 | N89°24'46"W | 71.78' |
| L24 | N00°35'14"E | 20.00' |
| L25 | S89°24'46"E | 12.00' |
| L26 | N50°08'54"E | 16.80' |
| L27 | N72°08'54"E | 60.69' |
| L28 | N17°51'06"W | 12.50' |
| L29 | N72°08'54"E | 20.00' |

| Line Table | | |
|------------|-------------|--------|
| Line | Bearing | Length |
| L30 | S17°51'06"E | 12.50' |
| L31 | N72°08'54"E | 61.35' |
| L32 | N40°36'35"E | 34.31' |
| L33 | N49°23'25"W | 25.50' |
| L34 | N35°01'37"W | 13.61' |
| L35 | N54°58'23"E | 38.00' |
| L36 | S35°01'37"E | 20.78' |
| L37 | N40°36'35"E | 21.55' |
| L38 | S49°23'25"E | 20.00' |
| L39 | S40°36'35"W | 25.58' |
| L40 | S49°23'25"E | 73.01' |
| L41 | S26°53'25"E | 16.99' |
| L42 | N63°06'35"E | 21.20' |
| L43 | S26°53'25"E | 20.00' |
| L44 | S63°06'35"W | 21.20' |
| L45 | S26°53'25"E | 23.47' |
| L46 | S15°38'25"E | 7.77' |
| L47 | S00°36'35"W | 36.82' |
| L48 | S89°23'25"E | 18.94' |
| L49 | S00°36'35"W | 20.00' |
| L50 | N89°23'25"W | 18.94' |
| L51 | S00°36'35"W | 53.12' |
| L52 | S05°38'25"E | 55.09' |
| L53 | S05°36'35"W | 46.51' |
| L54 | S84°23'25"E | 14.00' |
| L55 | S05°36'35"W | 20.00' |
| L56 | N84°23'25"W | 14.00' |
| L57 | S84°23'25"E | 17.50' |
| L58 | S07°16'36"E | 27.58' |

| Line Table | | |
|------------|-------------|--------|
| Line | Bearing | Length |
| L59 | N84°23'25"W | 23.65' |
| L60 | S05°36'35"W | 38.37' |
| L61 | S89°23'25"E | 10.44' |
| L62 | S00°36'35"W | 20.00' |
| L63 | N89°23'25"W | 10.44' |
| L64 | S00°36'35"W | 56.27' |
| L65 | S21°53'25"E | 43.61' |
| L66 | S89°23'25"E | 13.84' |
| L67 | S00°36'35"W | 20.00' |
| L68 | N89°23'25"W | 19.04' |
| L69 | S23°06'35"W | 19.58' |
| L70 | S00°36'35"W | 43.60' |
| L71 | S89°15'34"E | 76.07' |
| L72 | S00°44'26"W | 30.91' |
| L73 | S00°44'26"W | 11.59' |
| L74 | N89°15'34"W | 23.00' |
| L75 | N00°44'26"E | 11.59' |
| L76 | S79°28'47"W | 78.51' |
| L77 | S00°36'35"W | 37.55' |
| L78 | S89°23'25"E | 18.00' |
| L79 | S00°36'35"W | 23.00' |
| L80 | N89°23'25"W | 18.00' |
| L81 | S00°36'35"W | 77.68' |
| L82 | S87°53'29"E | 60.38' |
| L83 | S00°36'48"W | 7.85' |
| L84 | N89°15'34"W | 82.40' |
| L85 | N00°44'26"E | 14.78' |
| L86 | N89°15'34"W | 22.34' |
| L87 | S00°44'26"W | 14.78' |

| Line Table | | |
|------------|-------------|--------|
| Line | Bearing | Length |
| L88 | S89°24'46"E | 7.09' |
| L89 | N19°35'49"E | 20.03' |
| L90 | S78°09'46"E | 60.23' |
| L91 | S00°36'35"W | 22.03' |
| L92 | S21°53'25"E | 36.58' |
| L93 | S00°36'35"W | 12.48' |
| L94 | S23°06'35"W | 26.13' |
| L95 | S00°36'35"W | 47.44' |
| L96 | N84°23'25"W | 50.06' |
| L97 | N89°24'46"W | 35.75' |
| L98 | N00°35'14"E | 21.00' |
| L99 | S89°24'46"E | 12.99' |
| L100 | N00°35'14"E | 20.00' |
| L101 | N89°24'46"W | 12.99' |
| L102 | N00°35'14"E | 83.57' |
| L103 | S89°24'46"E | 12.99' |
| L104 | N00°35'14"E | 20.00' |
| L105 | N89°24'46"W | 12.99' |
| L106 | N00°35'14"E | 38.19' |
| L107 | N72°08'54"E | 14.42' |
| L108 | N17°51'06"W | 21.86' |
| L109 | N50°08'54"E | 7.35' |
| L110 | N72°08'54"E | 41.10' |
| L111 | N83°23'54"E | 7.69' |
| L112 | N40°36'35"E | 36.55' |
| L113 | S49°23'25"E | 42.71' |
| L114 | S26°53'25"E | 42.76' |
| L115 | S05°36'35"W | 47.03' |



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Job No.
22-045

Sheet No.
3 of 3

Dwg. Date
8/16/2024



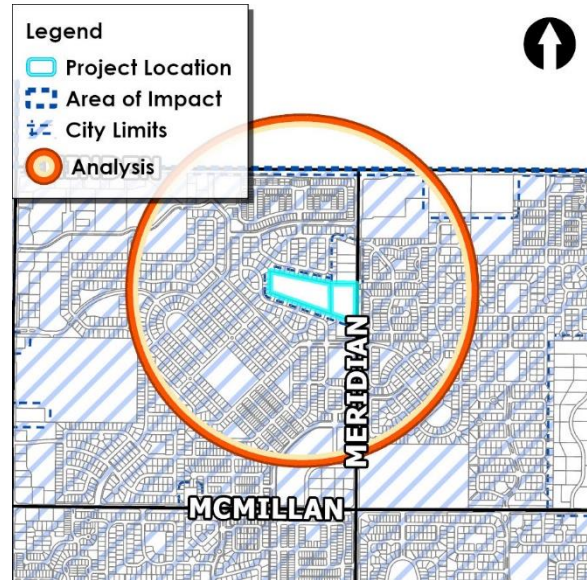
AGENDA ITEM

ITEM TOPIC: Final Plat for Pebblebrook Subdivision (FP-2024-0014) by Hayden Homes, LLC., located at 5725 N. Meridian Rd.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 08/27/2024
TO: Mayor & City Council
FROM: Nick Napoli, Associate Planner
208-884-5533
SUBJECT: Pebblebrook Subdivision
FP-2024-0014
LOCATION: The site is located at 5725 N. Meridian Road, in the NE ¼ of Section 25, T.4N., R.1W. (Parcels #S0425142030 & S0425141990)



I. PROJECT DESCRIPTION

Final Plat consisting of 52 single-family detached and six (6) common lots on approximately 13.94 acres of land in the R-8 zoning district by Hayden Homes, LLC.

II. APPLICANT INFORMATION

- A. Applicant
Ross Erickson, Erickson Civil Inc. – 6213 N. Cloverdale Road, Boise, ID 83713
- B. Owner:
Te Amo Despacio, LLC – 1020 N. Hickory Avenue, Meridian, ID 83642
- C. Representative:
Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2024-0005) in accord with the requirements listed in UDC 11-6B-3C.2.

In order for the proposed final plat to be deemed in substantial compliance with the approved preliminary plat as set forth in UDC 11-6B-3C.2, the number of buildable lots cannot increase and the amount of common area cannot decrease. However, the road alignment and open space have changed slightly from the preliminary plat. Since there is no increase to the number of buildable lots and the amount of common open space is the same, Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

1. Applicant shall meet all terms of the approved annexation (H-2024-0005 AZ, PP, Development Agreement - Inst. #2024-044664) applications approved for this site.
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of the date of approval of the preliminary plat (i.e. by June 4th, 2026), in accord with UDC 11-6B-7, in order for the preliminary plat to remain valid; or, a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgment signed and notarized.
4. The final plat prepared by Land Solutions, dated: 06/27/2024, included in Section V.B shall be revised as follows:
 - a. Note #4: Include the recorded instrument number for the ACHD license agreement.
A copy of the revised plat shall be submitted with the final plat for City Engineer signature.
5. The landscape plan prepared by Jensen Belts, dated 07/08/2024, included in Section V.C, shall be revised as follows:
 - a. Provide a fencing exhibit to show the different types of fencing abutting pathways and common open space lots.
A copy of the revised plat shall be submitted with the final plat for City Engineer signature.
6. Off-street parking is required to be provided for all residential units in accord with the standards listed in UDC Table 11-3C-6 based on the number of bedrooms per unit.
7. Homes within the development shall be generally consistent with the building elevations referenced in the Development Agreement (Inst. #2024-044664).
8. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Matthew Peterson, at 208-887-1620 or Matthew.W.Peterson@usps.gov for more information.
9. The rear and/or sides of homes visible from N. Meridian Road (Lots 12-20, Block 2) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*
10. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

(Common) SITE SPECIFIC CONDITIONS:

1. Ensure no sewer services pass through infiltration trenches.
2. Provide 20' Easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and 10' beyond it.
3. No permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) to be built within the utility easement.

GENERAL CONDITIONS:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health

improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.

9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicant's design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well

Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.

22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6.). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Final Order for Lavender Place (FP-2024-0011), located at 2160 E. Lake Hazel Rd., approximately 1/4 mile east of S. Locust Grove on the north side of Lake Hazel Rd., by Breckon Land Design on behalf of LH Development, LLC.

BEFORE THE MERIDIAN CITY COUNCIL

HEARING DATE: 08/13/2024
ORDER APPROVAL DATE: 08/27/2024

IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF 30 BUILDING)
LOTS AND 9 COMMON LOTS ON)
3.79 ACRES OF LAND IN THE R-40)
ZONING DISTRICT FOR)
LAVENDER PLACE SUBDIVISION)
BY: BRECKON LAND DESIGN)
APPLICANT)
_____)
)
)
)

CASE NO. FP-2024-0011
ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT

This matter coming before the City Council on August 13, 2024 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

IT IS HEREBY ORDERED THAT:

1. The Final Plat of “PLAT SHOWING LAVENDER PLACE SUBDIVISION, LOCATED IN THE SE ¼ OF SECTION 32, TOWNSHIP T.3N, RANGE R.1E, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, 2024, HANDWRITTEN DATE: 07/26/2024, by Clinton Hansen, PLS, SHEET 1 OF 4,”

is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated August 13, 2024, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:
 - 2.1 The plat dimensions are approved by the City Engineer; and
 - 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

NOTICE OF FINAL ACTION

AND RIGHT TO REGULATORY TAKINGS ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code § 67-8003, the Owner may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

Please take notice that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an

interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code § 67-52.

By action of the City Council at its regular meeting held on the _____ day of _____, 2024.

By:

Robert E. Simison
Mayor, City of Meridian

Attest:

Chris Johnson
City Clerk

Copy served upon the Applicant, Planning and Development Services Divisions of the Community Development Department and City Attorney.

By: _____ Dated: _____



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Brundage Estates (TECC-2024-0002) by Engineering Solutions, LLP., generally located 1/4 mile south of W. Victory Rd. on the east side of S. Linder Rd. in the west half of Section 25, T.3N.,R.1W.

**CITY OF MERIDIAN
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECISION & ORDER**



In the Matter of the Request for a Two (2) Year Time Extension on the Preliminary Plat (H-2016-0001), by Engineering Solutions.

Case No(s). TECC-2024-0002

For the City Council Hearing Date of: August 20, 2024 (Findings on September 3, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.
7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of August 20, 2024, incorporated by reference. The conditions are concluded to be

reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for a time extension on the preliminary plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of August 20, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of August 20, 2024

By action of the City Council at its regular meeting held on the _____ day of _____, 2024.

COUNCIL PRESIDENT LUKE CAVENER VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

COUNCIL MEMBER BRIAN WHITLOCK VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert E. Simison

Attest:

Chris Johnson
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 8/20/2024

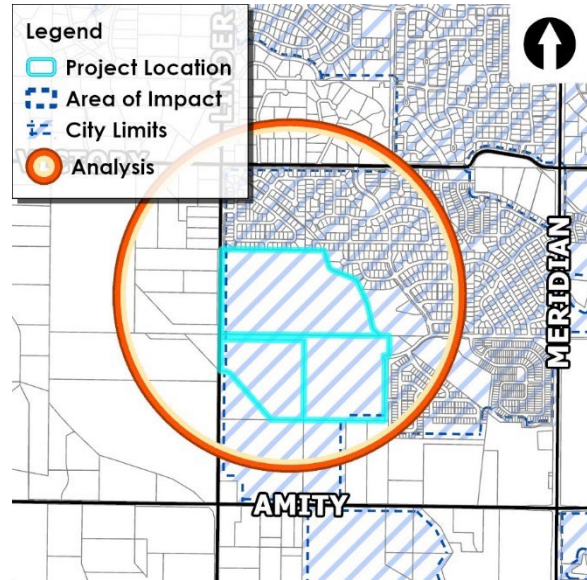
TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533
sallen@meridiancity.org

APPLICANT: Engineering Solutions

SUBJECT: [TECC-2024-0002](#)
Brundage Estates – TECC

LOCATION: 3770 S. Linder Rd., in the west ½ of Section 25, T.3N., R.1W.



I. PROJECT OVERVIEW

A. Summary

Two (2) year time extension on the preliminary plat (H-2016-0001) to obtain the City Engineer’s signature on the first phase final plat.

B. Issues/Waivers

None

C. Recommendation

Staff: Approval with the conditions included below in Section IV.

D. Decision

Council: Approval as recommended by Staff.

II. COMMUNITY METRICS

Table 1: Land Use

| Description | Details | Map Ref. |
|-----------------------------------|-------------------------------------------------------------------------------------------|----------|
| Existing Land Use(s)/Proposed Use | There is currently one single-family home on this rural residential/agricultural property | - |
| Proposed Land Use(s) | A total of 366 single-family homes are entitled to develop on this site | - |
| Existing Zoning | R-4 (medium low-density residential) | VII.A.2 |
| Future Land Use Designation | LDR (Low-density Residential) & MDR (Medium-density Residential) | VII.A.3 |

Table 2: Process Facts

| Description | Details |
|-----------------------------|-----------|
| Preapplication Meeting date | 6/4/2024 |
| Neighborhood Meeting | 6/20/2024 |

| Description | Details |
|-------------------|-----------|
| Site posting date | 7/10/2024 |

Table 3: Community Metrics

| Agency / Element | Description / Issue | Reference |
|------------------------------|---------------------|-----------|
| Ada County Highway District | | |
| • Comments Received | Yes | - |
| • Commission Action Required | No | - |

See City/Agency Comments and Conditions in Section IV and in the public record for all comments received.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The UDC states that approval of a preliminary plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat. If phased, each phase must be signed by the City Engineer within two (2) year successive intervals. The Applicant may request an extension of time of up to two (2) years if such request is filed prior to the termination period. With all extensions, the City Council may require the preliminary plat to comply with the current provisions of the UDC. See UDC [11-6B-7C](#) for more information.

A two (2) year time extension is requested on the preliminary plat (H-2016-0001) in order to obtain the City Engineer's signature on the first phase final plat. The extension would give the Applicant until July 26, 2026 to obtain signature on the final plat.

The reason for delay in moving forward with this development in the past is that the developer has been focused on development of the adjacent Biltmore Estates (Oakwood) and Graycliff Estates subdivisions. There were no new conditions of approval placed on the development with the previous time extensions as the project was determined to be in compliance with the UDC standards in effect at that time, including open space and site amenity standards.

The delay since the last time extension is due to improvements to Harris Street (to the east) being completed with Stapleton Subdivision and the City of Meridian extending sewer south in Linder Rd. from Fall Creek Subdivision. Since that time, Stapleton Subdivision has been partially constructed and construction of surrounding developments have necessitated some design changes to match adjacent improvements. The Applicant is currently in the design process of phases 1 and 2 of Brundage Estates. Completed plans are anticipated to be submitted to agencies for review in September of this year; construction of the subdivision improvements is planned for November or December of this year with paving in the Spring or Summer of 2025. **As conditions of the subject time extension, Staff recommends 10-foot wide detached sidewalks are provided in lieu of 5-foot sidewalks along S. Linder Rd. and W. Harris St. for public safety; and internal local and collector streets align with stub streets to this property.** Note: A 5-foot wide detached sidewalk has already been constructed along most of S. Oakbriar Way along the eastern boundary of the site with development of Graycliff Estates subdivision to the east.

The development includes private open space areas with playgrounds, picnic shelter and pathways. A 10-foot wide multi-use pathway and landscaping is planned through the Williams' Pipeline easement corridor and an 8-acre City park is planned within the development. Services are available at the site for extension with development. Development of this subdivision will allow Harris Street, a mid-mile collector, to be extended from the east boundary through the site to Linder Rd. in accord with ACHD's Master Street Map.

Approval of the subject time extension will allow the Applicant to move forward with development as entitled without having to go back through the preliminary plat process again.

The proposed low-density development will provide larger lot sizes (i.e. average of 10,193 square feet) than is typical these days with an overall gross density of 2.68 units per acre, which is consistent with Policy #2.01.01 in the Comprehensive Plan, which states, “*Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences.*”

The provision of a City park is also consistent with Policy #4.02.02, which states, “*Provide a variety of park types (neighborhood parks, community parks, regional parks) with a diversity of uses and activities interspersed throughout the community.*”

Table 4: Project Overview

| Description | Details |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| History | AZ-13-014 Victory South (Ord. #14-1594); H-2016-0001 (PP Brundage Estates); A-2018-0231 (1 st time extension); TECC-2020-0001 (2 nd time extension); TECC-2022-0001 (3 rd time extension) |
| Acreage | 136.63-acres |

B. History and Process

The preliminary plat (H-2016-0001) for this property was approved in 2016. Three (3) previous time extensions have been approved for this subdivision, the last of which would have expired on July 26, 2024 had the subject time extension request not been submitted.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. The Applicant shall comply with all previous conditions of approval associated with this development (i.e. AZ-13-014 Victory South; H-2016-0001 (Brundage Estates PP); A-2018-0231, TECC-2020-0001, TECC-2022-0001 Brundage Estates) as well as those listed below.
2. Ten (10) foot wide detached sidewalks shall be constructed along S. Linder Rd. and W. Harris St.
3. Internal local and collector streets shall align with stub streets to this property.
4. The Applicant shall obtain the City Engineer’s signature on the first phase final plat on or before July 26, 2026; or, apply for a time extension prior to that date as set forth in UDC [11-6B-7](#) in order for the preliminary plat to remain valid.

Other Agency comments may be accessed in the [project file](#), included in the public record.

V. ACTION

A. Staff:

Staff recommends approval of the proposed TECC application and finds it in conformance with the Comprehensive Plan and the UDC with the conditions included in Section IV.

A. City Council:

The Meridian City Council heard this item on August 20 2024. At the public hearing, the Council moved to approve the subject TECC request.

1. Summary of the City Council public hearing:
 - a. In favor: Becky McKay, Engineering Solutions
 - b. In opposition: None
 - c. Commenting: None

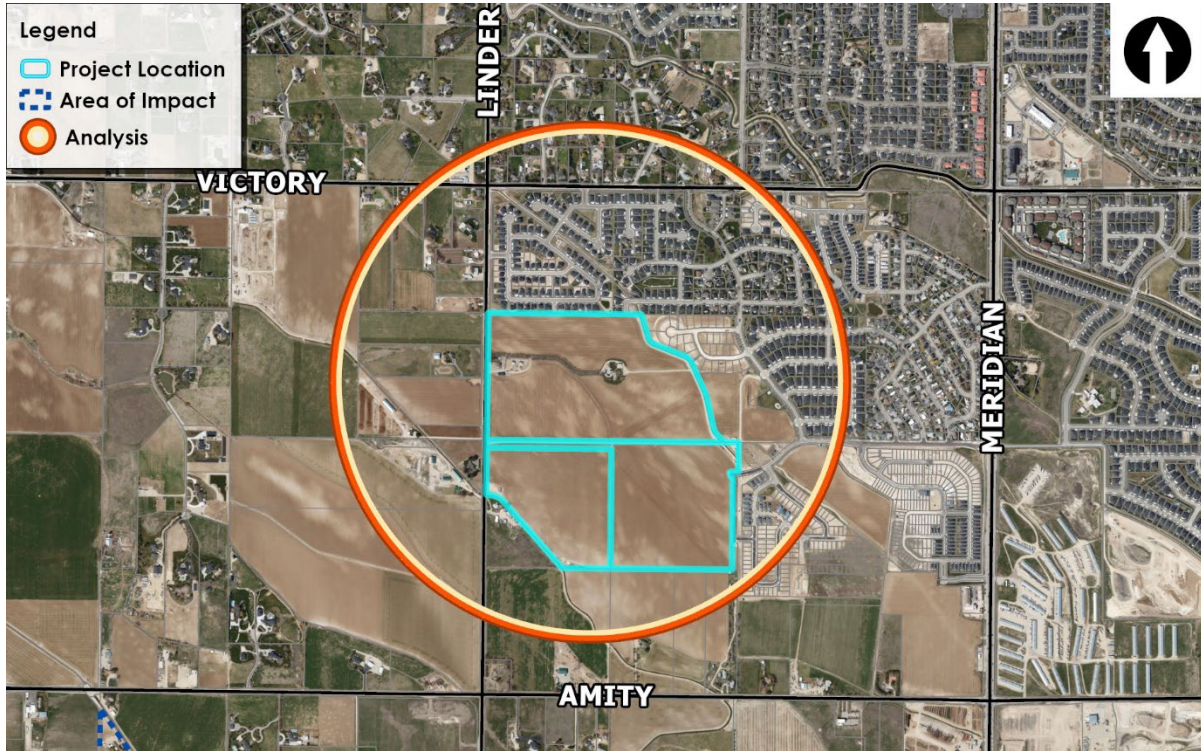
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. None
- 4. City Council change(s) to Staff recommendation:
 - a. None

VI. EXHIBITS

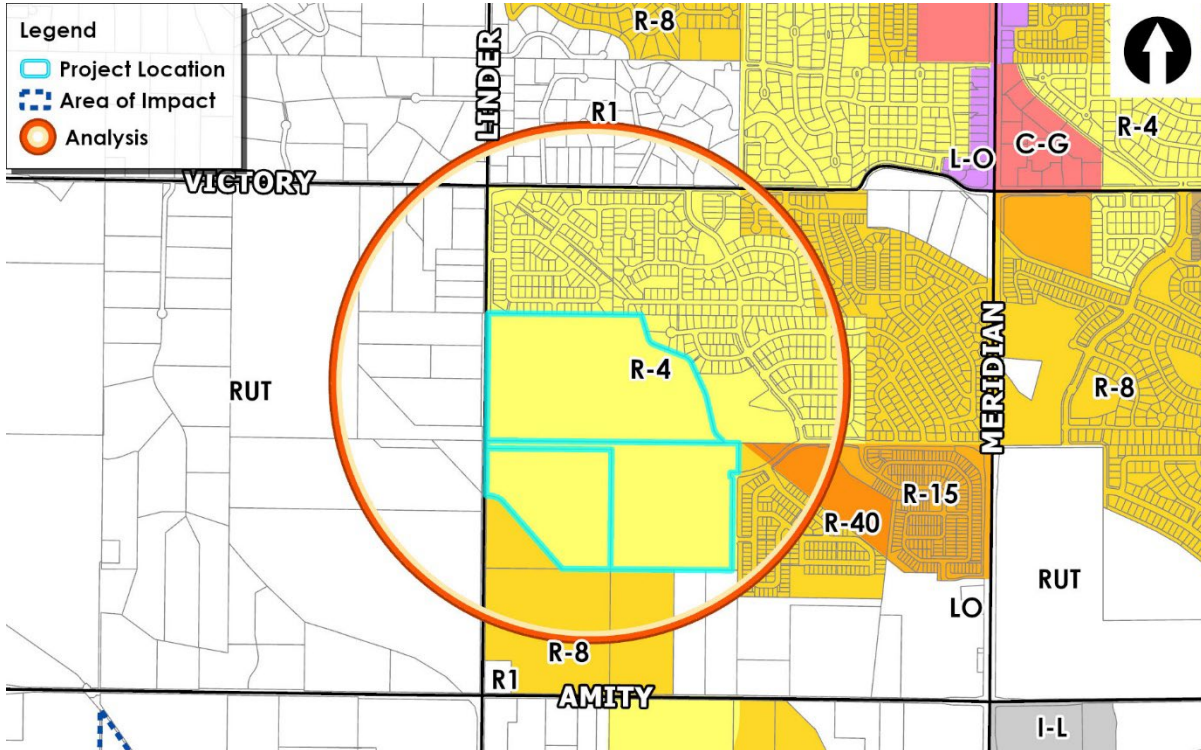
A. Project Area Maps

(link to [Project Overview](#))

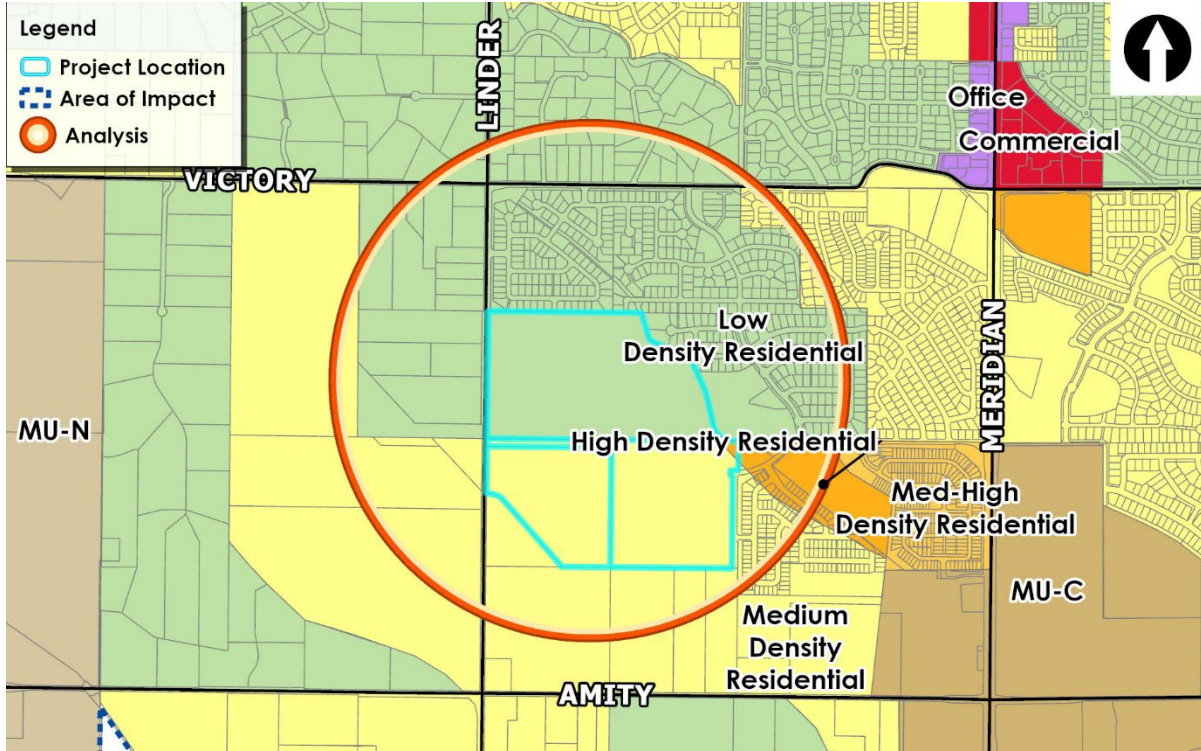
1. Aerial



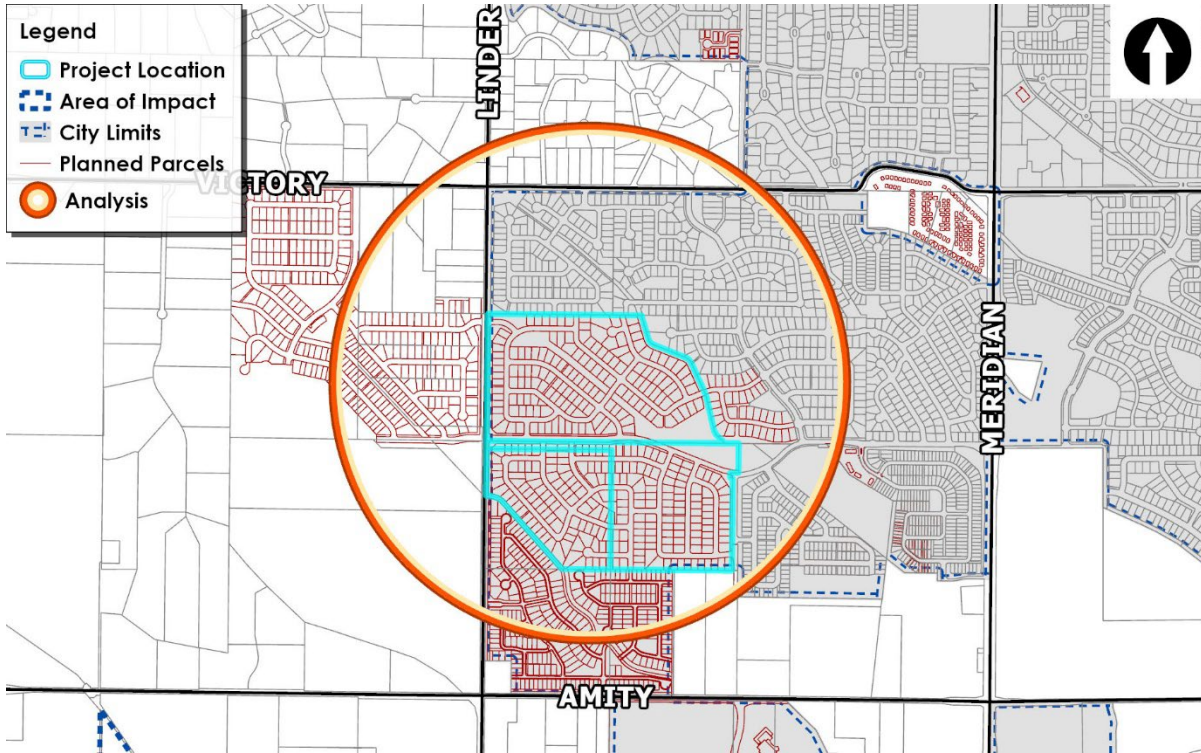
2. Zoning Map



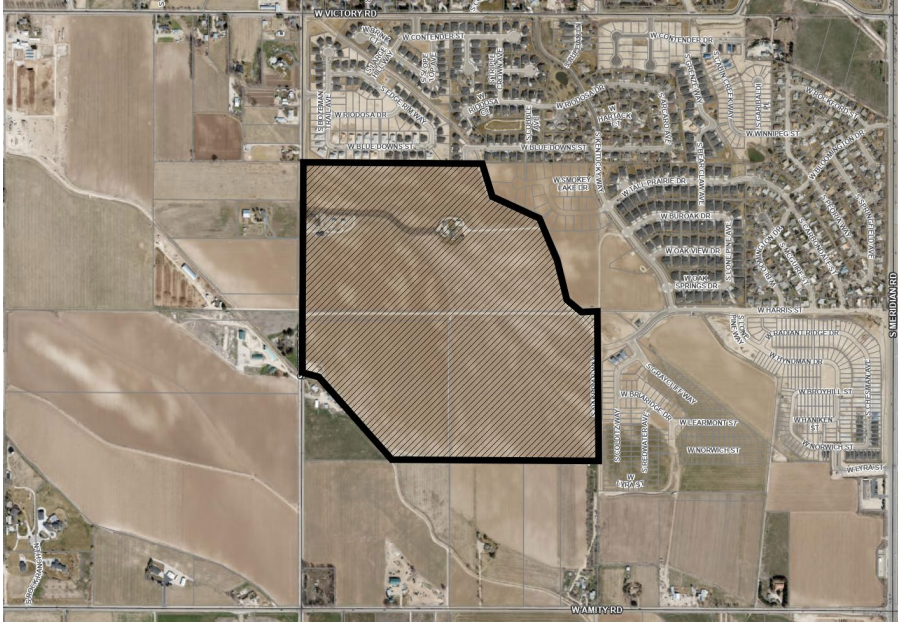
3. Future Land Use



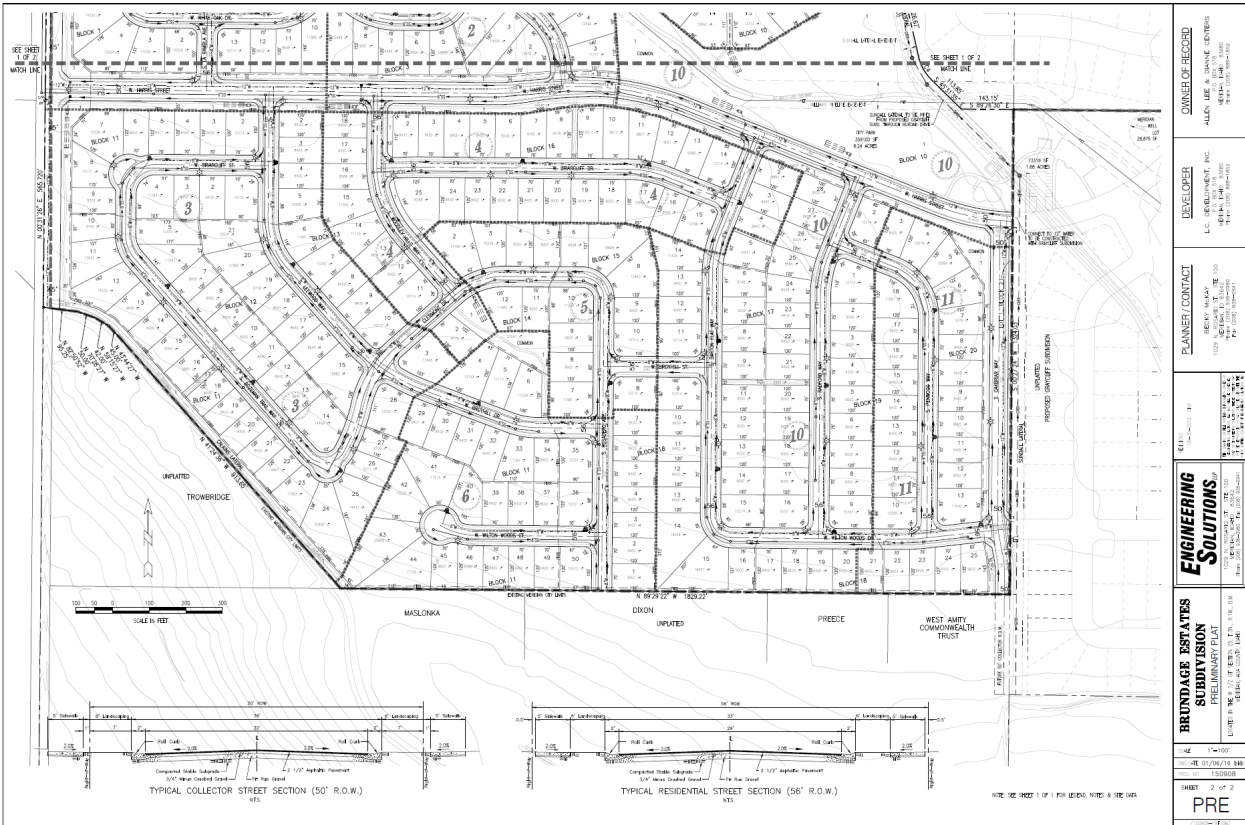
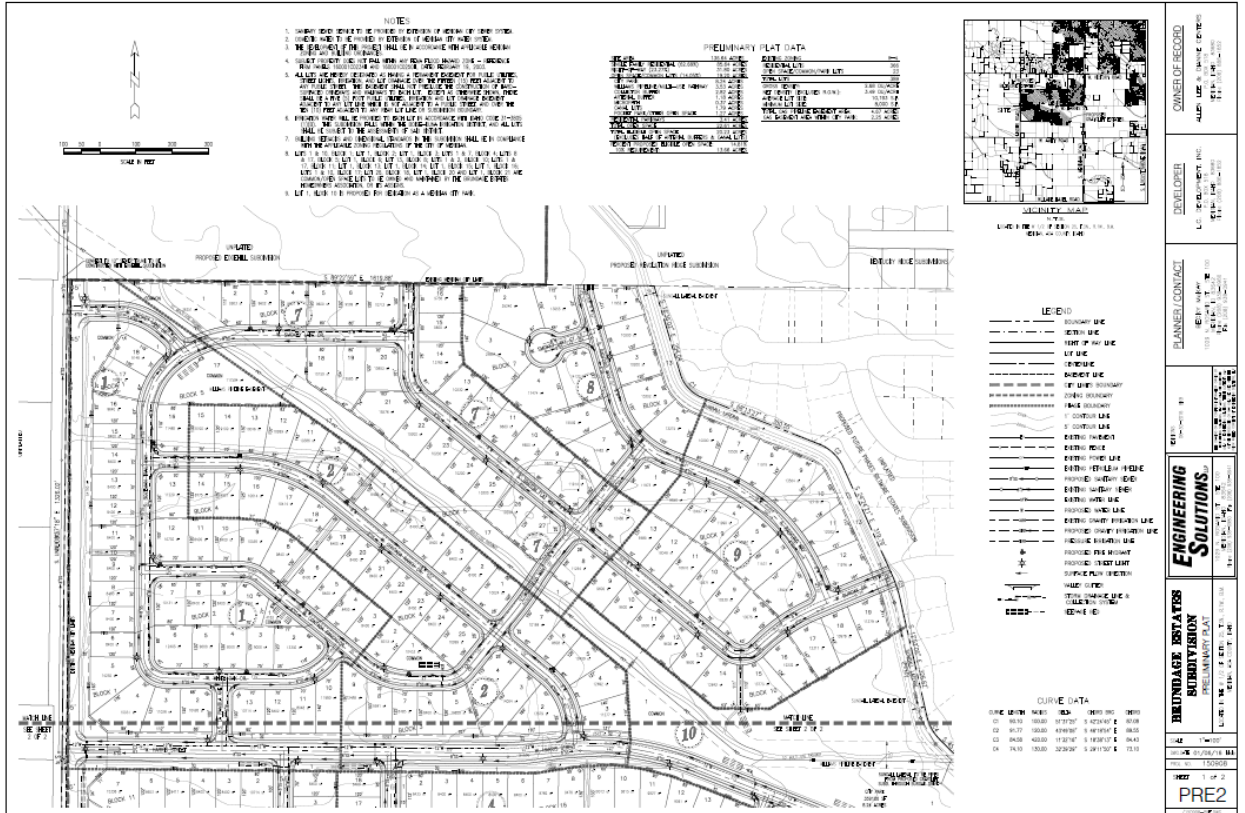
4. Planned Development Map



B. Aerial Photo



C. Approved Preliminary Plat (dated: 1/16/16)



D. Service Accessibility Report

PARCEL S1225233910 SERVICE ACCESSIBILITY

| | |
|--------------------------|------------------------|
| Overall Score: 22 | 11th Percentile |
|--------------------------|------------------------|

| Criteria | Description | Indicator |
|-------------------------------|----------------------------------------------------------------------------------------------------------------|-----------|
| Location | In City Limits | GREEN |
| Extension Sewer | Trunkshed mains < 500 ft. from parcel | GREEN |
| Floodplain | Either not within the 100 yr floodplain or > 2 acres | GREEN |
| Emergency Services Fire | Response time > 9 min. | RED |
| Emergency Services Police | Meets response time goals most of the time | GREEN |
| Pathways | Within 1/4 mile of current pathways | GREEN |
| Transit | Not within 1/4 of current or future transit route | RED |
| Arterial Road Buildout Status | Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS in 5 yr work plan | YELLOW |
| School Walking Proximity | From 1/2 to 1 mile walking | YELLOW |
| School Drivability | Not within 2 miles driving of existing or future school | RED |
| Park Walkability | No park within walking distance by park type | RED |

Report generated on 07-31-2024 by MERIDIAN\sallen



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Brundage Estates MDA (H-2024-0031) by Engineering Solutions, LLP., generally located 1/4 mile south of W. Victory Rd. on the east side of S. Linder Rd. in the west half of Section 25, T.3N.,R.1W.

**CITY OF MERIDIAN
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECISION & ORDER**



In the Matter of the Request for a New Development Agreement for Brundage Estates Subdivision as Required with Annexation of the Property (AZ-13-014, Ord. #14-1594), by Engineering Solutions.

Case No(s). H-2024-0031

For the City Council Hearing Date of: August 20, 2024 (Findings on August 27, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of August 20, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council’s authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant’s request for a new Development Agreement is hereby approved per the provisions in the Staff Report for the hearing date of August 20, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of August 20, 2024

By action of the City Council at its regular meeting held on the _____ day of _____, 2024.

COUNCIL PRESIDENT LUKE CAVENER VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

COUNCIL MEMBER BRIAN WHITLOCK VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert E. Simison

Attest:

Chris Johnson
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 8/20/2024

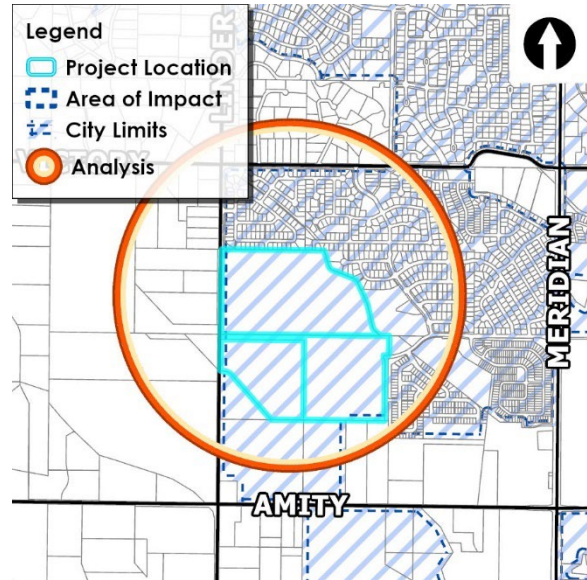
TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533
sallen@meridiancity.org

APPLICANT: Engineering Solutions

SUBJECT: [H-2024-0031](#)
Brundage Estates – MDA

LOCATION: 3770 S. Linder Rd., in the west ½ of Section 25, T.3N., R.1W.



I. PROJECT OVERVIEW

A. Summary

Request for a new development agreement for Brundage Estates as required with annexation of the property (AZ-13-014, Ord. #14-1594).

B. Issues/Waivers

None

C. Recommendation

Staff: Approval with the provisions included below in Section IV.

D. Decision

Council: Approved the MDA request with the stipulation the Applicant submit revised conceptual elevations as requested by Staff that comply with the minimum design standards in the Architectural Standards Manual for approval by Staff prior to Council approval of the DA. The conceptual elevations included in Section VI.F below are *not* approved – see subsequent Development Agreement for approved elevations.

II. COMMUNITY METRICS

Table 1: Land Use

| Description | Details | Map Ref. |
|-----------------------------------|-------------------------------------------------------------------------------------------|----------|
| Existing Land Use(s)/Proposed Use | There is currently one single-family home on this rural residential/agricultural property | - |
| Proposed Land Use(s) | A total of 366 single-family homes are entitled to develop on this site | - |
| Existing Zoning | R-4 (medium low-density residential) | VI.A.2 |
| Future Land Use Designation | LDR (Low-density Residential) & MDR (Medium-density Residential) | VI.A.3 |

Table 2: Process Facts

| Description | Details |
|-----------------------------|----------------|
| Preapplication Meeting date | 6/4/2024 |
| Neighborhood Meeting | 6/20/2024 |
| Site posting date | 8/10/2024 |

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

This property was annexed in 2014 with the Victory South annexation, which was a Category B annexation of approximately 310.08-acres of land by the City of Meridian ([AZ-13-014](#), Ord. #[14-1594](#)). One of the provisions of the Declaration of Consent to Annexation was that the property owner may not develop (or receive development approval) until such time as the property owners and the City execute a Development Agreement (DA).

A preliminary plat for Brundage Estates Subdivision was approved in 2016, followed by several time extensions, the most recent of which is currently in process. The developer is now nearing submittal of a final plat application, which constitutes “development”; therefore, a DA is requested as required.

The preliminary plat entitles the property to develop with 366 building lots, 20 common lots and one (1) other lot on 136.63-acres of land in the R-4 zoning district as shown in Section VI.C below. An 8-acre City park is planned within the development as well as the extension of W. Harris Street, a mid-mile east/west collector street, from the east boundary of the site to the west to S. Linder Rd. in accord with ACHD’s Master Street Map, which will improve transportation in this area (see landscape plan and conceptual park master plan in Section VI.D below).

When the preliminary plat was approved, a step-down in density was approved on the southern portion of the property from medium- to low-density residential to match that on the northern portion of the property. The proposed development will provide larger lot sizes (i.e. average of 10,193 square feet) than is typical these days with an overall gross density of 2.68 units per acre, which is consistent with Policy #2.01.01 in the Comprehensive Plan, which states, “*Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences.*” The provision of a City park is also consistent with Policy #4.02.02, which states, “*Provide a variety of park types (neighborhood parks, community parks, regional parks) with a diversity of uses and activities interspersed throughout the community.*”

Staff recommends the proposed DA include provisions for future development of this property to be consistent with the approved preliminary plat, landscape plan and conceptual park master plan. As conditions of the concurrent time extension application, Staff recommends 10-foot wide detached sidewalks are provided in lieu of 5-foot sidewalks along S. Linder Rd. and W. Harris St. for public safety; and internal local and collector streets align with stub streets to this property. Staff recommends these provisions are also included in the DA.

Conceptual building elevations were approved for future homes within the development with the preliminary plat application as shown in Section VI.E. These approved elevations incorporate a variety of field and accent materials including stucco; a large number of windows/glazing; and lap, board & batten and shake siding with stone accents and architectural elements consisting of corbels to emphasize roof gables, masonry/stone columns at the entries, trim around windows, etc. A variety of color changes are incorporated as well for interest and accents.

Because the developer of this subdivision is different from the original developer, alternate elevations are proposed to be included in the new DA, as shown in Section VI.F below. The proposed elevations lack the variety in materials, colors, and architectural details and elements shared with the community, supported by City Council, and memorialized in the original approvals. Many of these of these

elevations do not meet the minimum, baseline standards in the Architectural Standards Manual (ASM) pertaining to building form, architectural elements and materials, as follows:

Building Form (pp. D-7 & D-8):

- Goal #R3.10 – Articulate building forms, including, but not limited to, massing, walls, and roofs, with appropriately scaled modulations that contribute to the development of visually aesthetic and well-articulated building designs. Applies to building façades visible from a public street or public spaces.

R3.1F – Incorporate visually heavier and more massive elements or materials, such as stone or masonry, primarily at the base of buildings, and lighter elements and materials such as siding, above. This excludes columns, supports, modulated walls, architectural features, and roof elements. *(Applies to the modern cottage and modern farmhouse elevations)*



- Goal #R3.20 – Residential designs should articulate façades into smaller components and break up monotonous wall planes by integrating horizontal and vertical elements.

R3.2A – Use any combination of material, color, modulation, or other articulation to delineate and break up wall planes greater than 20-feet by 10-feet or wall planes exceeding 200 total square feet (whichever is more stringent). Applies to public oriented building façades visible from a public street or public spaces. *(Applies to the modern cottage and modern farmhouse elevations)*

- Goal #R3.40 – Modulate and articulate roof forms to create building profile interest and to reduce the appearance of building mass and scale. Applies to public oriented façades visible from a public street, public spaces, and pedestrian environments.

R3.4D – Sloped roofs shall have a significant pitch, to be no less than 5/12 (22-1/2 deg). *(possibly applies to prairie and prairie elevations)*

R3.4E – Sloped roofs must extend at least 12 inches beyond the face of walls. *(Applies to modern cottage and possibly mid-century modern)*

Architectural Elements (pp. D-13 and D-14): *(applies to most if not all of the elevations)*

- Goal #R4.10 – Use architectural elements and detailing to add interest and contribute to an aesthetic building character. Applies to building façades visible from a public street or public spaces.

R4.1A – Provide detailing that transition or frame façade material changes, and that integrate architectural elements such as lighting, doorways and windows. Examples include but are not limited to: cornice work, decorative caps on brick or stone, decorative lintels, porch railing, transom light, and shutters.

- Goal #R4.20 – Strategically locate focal points as key elements within the building design to enhance architectural character. Applies to building façades visible from a public street or public space.

R4.2A - Provide details that emphasize focal elements such as building corners, entries, or unique features. Detail examples include but are not limited to: quoin or rustication, canopies, and columns, or using roof lines and modulation to direct views. At least one focal element is required and must be accented with a contrast in color, texture, or modulation of the wall or roof plane.



Materials (pp. D-17, D-18, D-19): *(applies to most if not all of the elevations)*

- Goal #R5.20 – Incorporate material and color changes as integrated details of the building design; maintain architectural integrity and promote a quality appearance and character. Applies to building façades visible from a public street, public space, and pedestrian environments.

R5.2A – Use a cohesive color scheme featuring a minimum of two field colors, a trim color, and an accent color or unique material. Garage door colors must coincide with this scheme or other accents.

R5.2B – For each wall plane area greater than 20-feet in length or height, and visible from prescribed areas, incorporate at least two distinct field materials, patterns, or colors in any combination, for at least 25% of the visible area. Windows or portals with qualifying accent materials may count toward this requirement, when meeting overall material requirements for the façade elevation.

- Goal #R5.30 – Use colors that complement building materials and support innovative and good design practices. Applies to building façades visible from a public street, public spaces, and pedestrian environments.
R5.3A – Use of subtle, neutral, or natural tones must be integrated with at least one accent or field material.



Staff discussed these concerns with the Applicant prior to application submittal and advised the Applicant to heighten the design of their elevations; however, the developer preferred to stay with their established product type. *Note: Although single-family detached dwellings are not typically required to comply with the design standards in the ASM, instead receiving higher level review typical with annexations and preliminary plats, UDC 11-5B-8B.2 does allow compliance to be required with a DA. Previous concepts proposed with the preliminary plat were in closer conformance to these standards; therefore, compliance with the standards was not required.*

Staff finds the existing elevations to be of a higher quality of design in terms of the baseline standards in building form, architectural elements, materials and colors. Therefore, Staff is *not* in support of the proposed modification without changes to the elevations to comply with the design standards noted above. Staff recommends the Applicant make revisions to the elevations to comply *prior* to City Council taking action on this application. This may require continuance of the hearing to a later date if the Applicant is unable to make these changes prior to the Council hearing.

Further, and which is typical of developments along major roadways, because the rear and/or sides of homes facing S. Linder Rd., W. Harris St. and S. Oakbriar Way will be highly visible, Staff recommends a provision in the DA that requires these elevations to incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines. *Single-story homes are exempt from this requirement.*

Table 3: Project Overview

| Description | Details |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| History | AZ-13-014 Victory South (Ord. #14-1594); H-2016-0001 (PP Brundage Estates); A-2018-0231 (1 st time extension); TECC-2020-0001 (2 nd time extension); TECC-2022-0001 (3 rd time extension); TECC-2024-0002 (4 th time extension – currently in process) |
| Acreage | 136.63-acres |

B. History and Process

The preliminary plat (H-2016-0001) for this property was approved in 2016. Three (3) previous time extensions have been approved for this subdivision, a fourth is currently in process.

IV. CITY/AGENCY COMMENTS & CONDITIONS

Staff recommends the Applicant make revisions to the proposed elevations to comply with the design standards noted above in Section III prior to City Council taking action on this application. *This may require continuance of the hearing to a later date if the Applicant is unable to make these changes prior to the Council hearing.*

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of annexation of this property and shall be entered into between the City of Meridian, the property owner(s), and the developer. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the subject application. A final plat application shall not be submitted until the DA has been recorded. The DA shall, at minimum, incorporate the following provisions:
 - a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan and conceptual park master plan approved with H-2016-0001 and the associated conditions of approval, including those associated with subsequent time extension applications (i.e. A-2018-0231, TECC-2020-0001, TECC-2022-0001, TECC-2024-0002).
 - b. A 10-foot wide detached sidewalk shall be constructed within the required street buffers along S. Linder Rd. and W. Harris St. as required with TECC-2024-0002.
 - c. All internal local and collector streets shall align with stub streets to this property.
 - d. The rear and/or sides of homes facing S. Linder Rd., W. Harris St. and S. Oakbriar Way shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or

other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets. *Single-story homes are exempt from this requirement.*

Other Agency comments may be accessed in the [project file](#), included in the public record.

V. ACTION

A. Staff:

Staff recommends approval of the proposed MDA application per the analysis in Section III, including changes to the elevations to comply with the design standards in the ASM, and the recommended provisions in Section IV above.

A. City Council:

The Meridian City Council heard this item on August 20, 2024. At the public hearing, the Council moved to approve the subject MDA request.

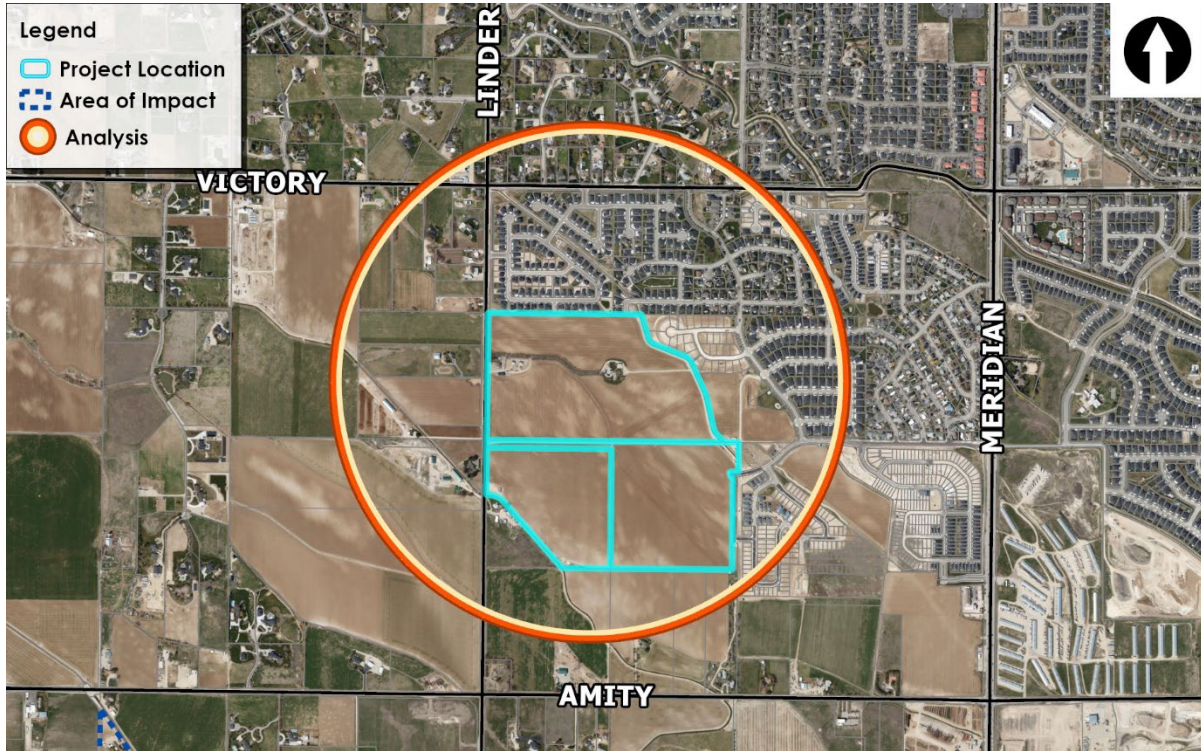
1. Summary of the City Council public hearing:
 - a. In favor: Becky McKay, Engineering Solutions
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. Agreement with Staff that the conceptual elevations need to be revised to comply with the minimum design standards and the process for such.
4. City Council change(s) to Commission recommendation:
 - a. Council approved the MDA request with the stipulation the Applicant submit revised conceptual elevations as requested by Staff that comply with the minimum design standards in the Architectural Standards Manual for approval by Staff prior to Council approval of the DA. *The elevations included herein are not approved.*

VI. EXHIBITS

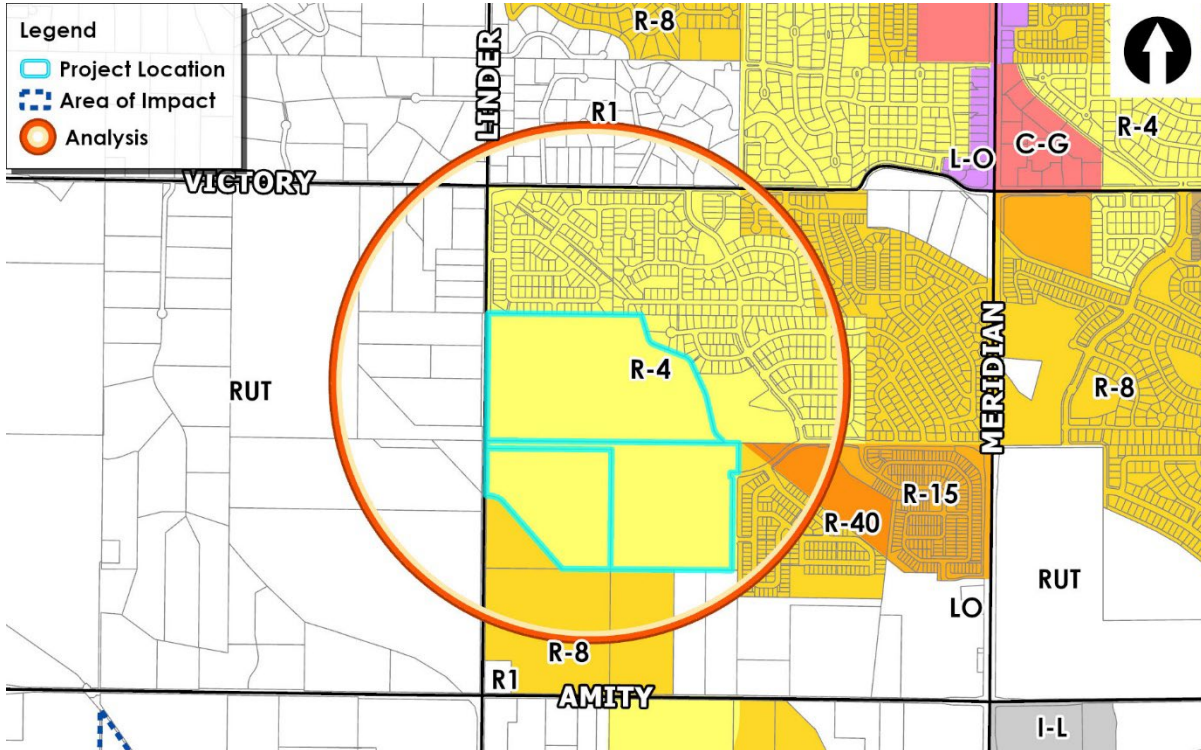
A. Project Area Maps

(link to [Project Overview](#))

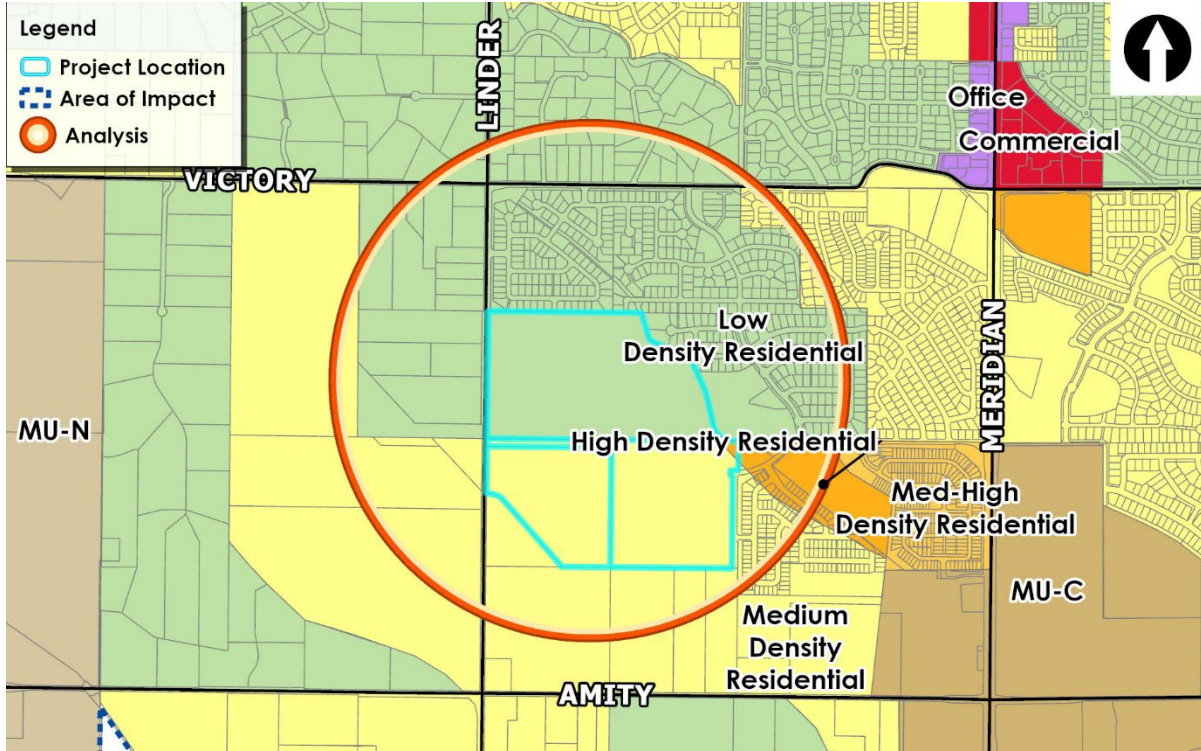
1. Aerial



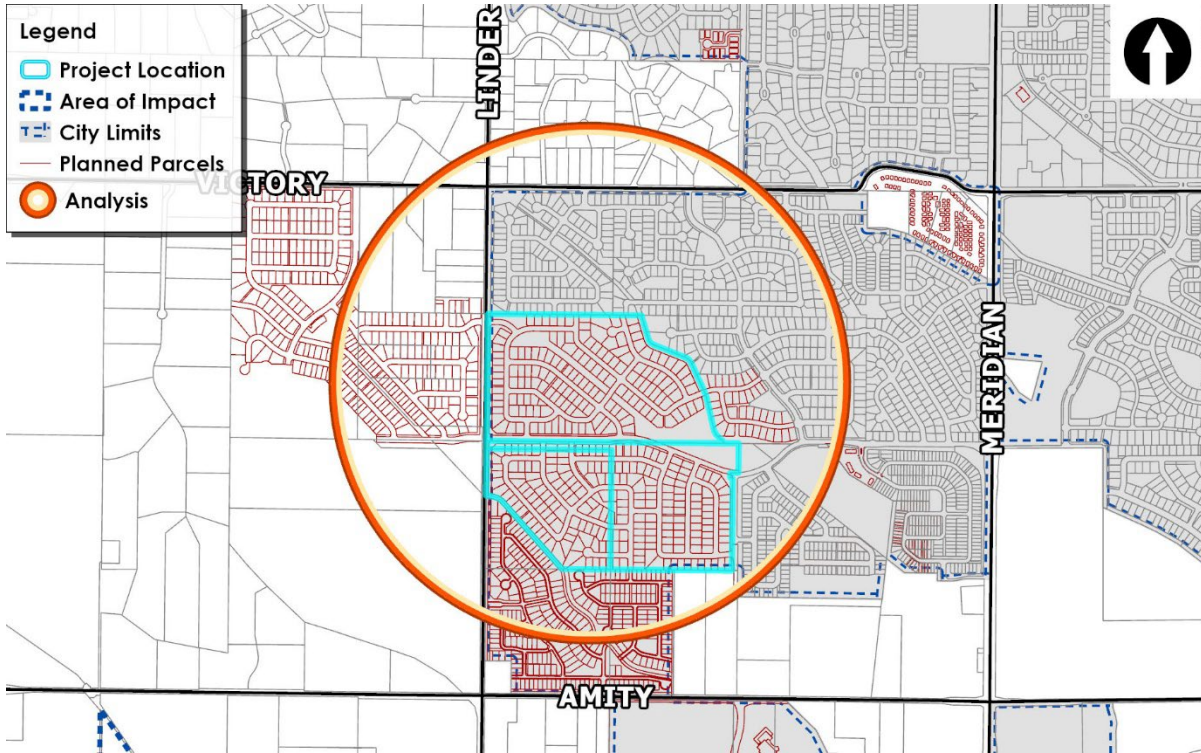
2. Zoning Map



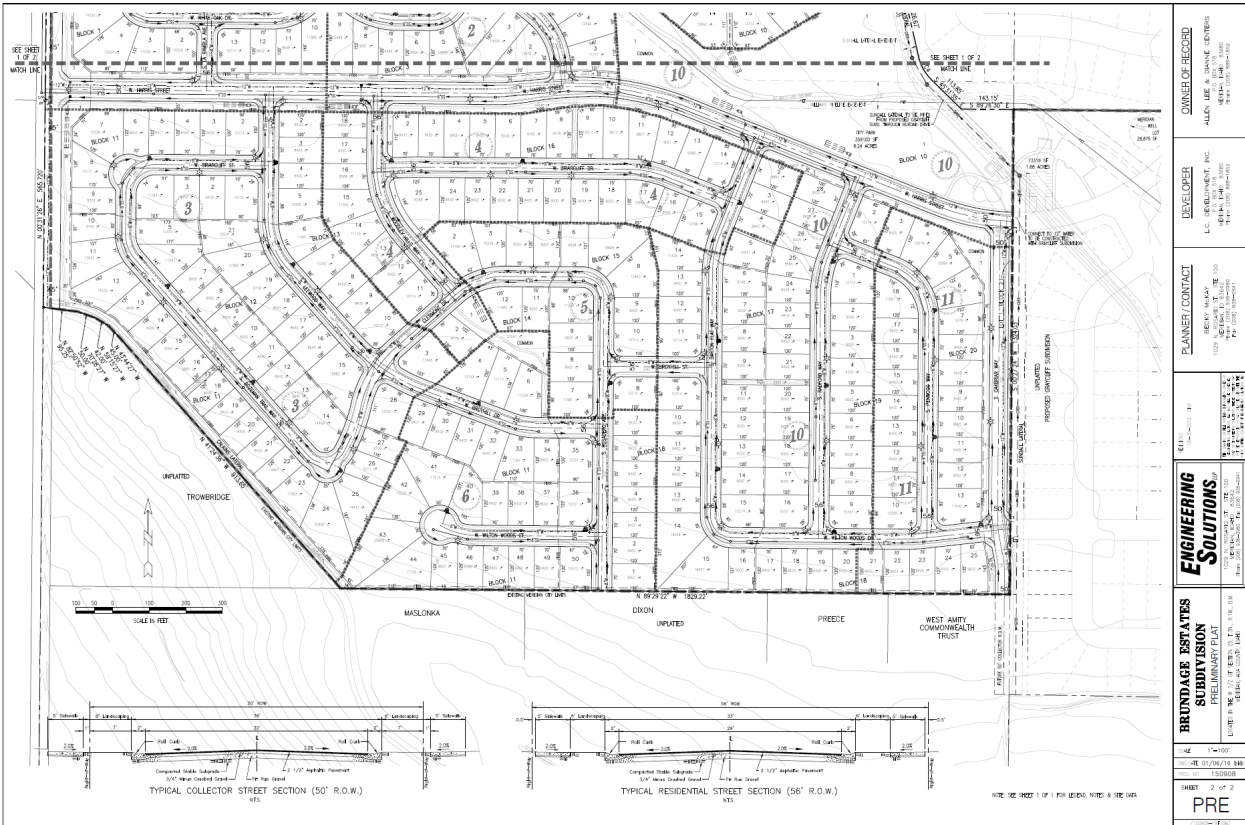
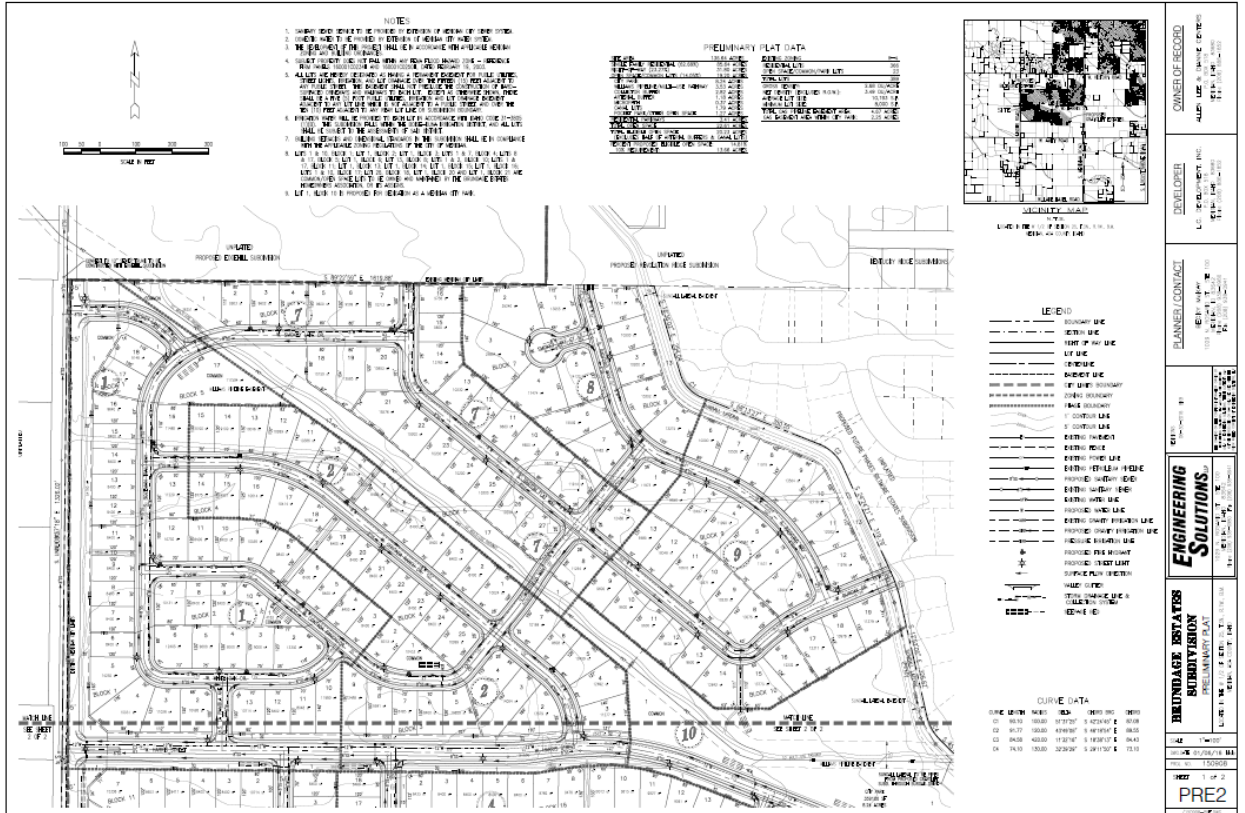
3. Future Land Use



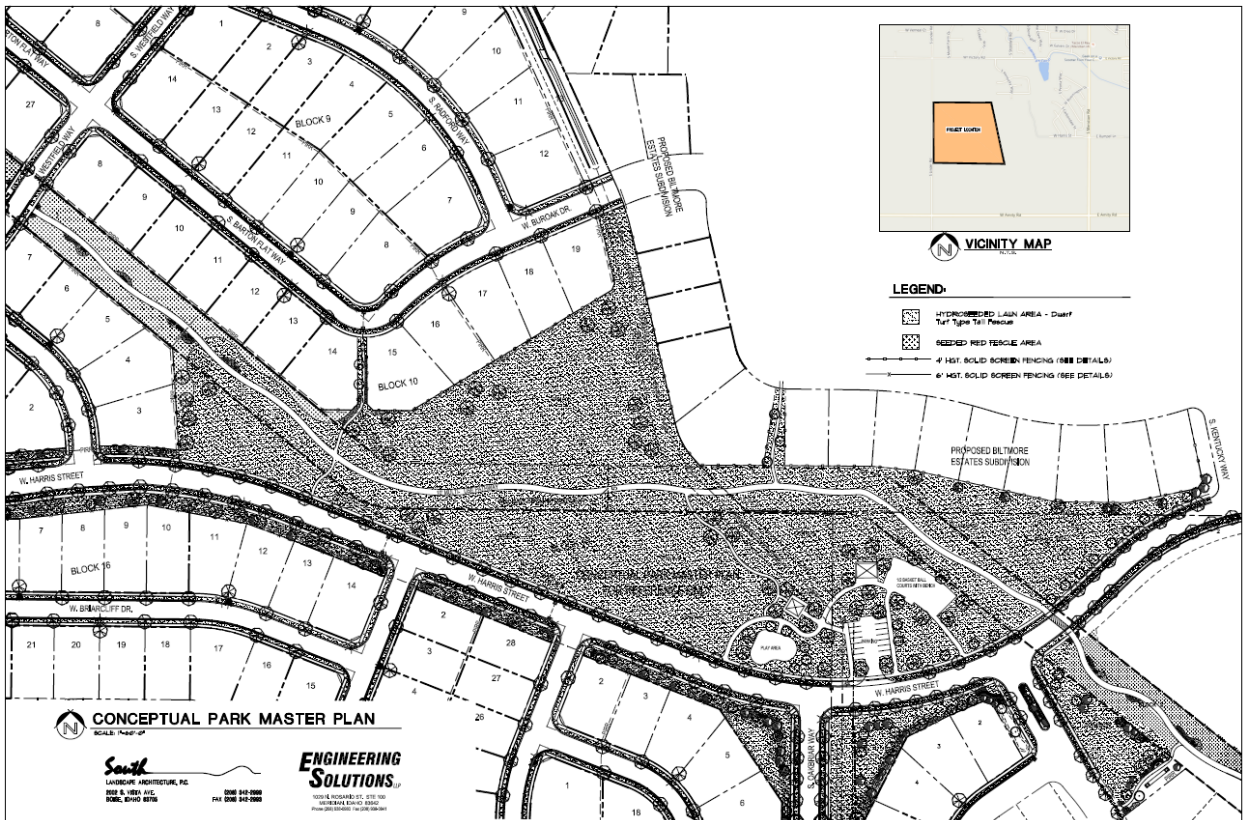
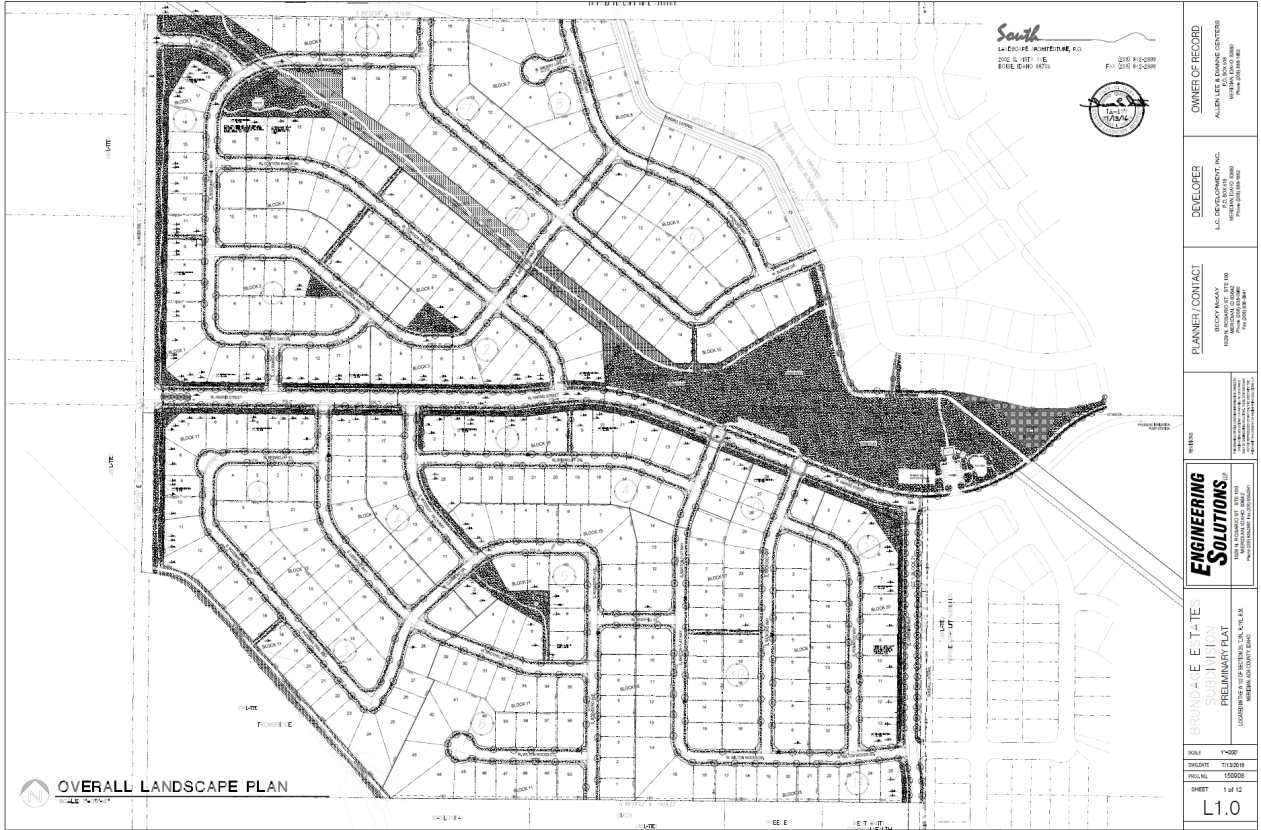
4. Planned Development Map



C. Approved Preliminary Plat (dated: 1/6/16)



D. Approved Landscape Plan & Conceptual Park Master Plan



E. Approved Conceptual Building Elevations/Photos



F. Proposed Conceptual Building Elevations – *NOT APPROVED* (See Development Agreement for approved elevations)

JUNIPER COLLECTION



PRAIRIE



MODERN FARMHOUSE



CASCADE

BROOKSIDE COLLECTION



MODERN COUNTRY



MID-CENTURY MODERN



PRAIRIE



MODERN FARMHOUSE

RIVERBEND COLLECTION



MODERN FARMHOUSE



ESCAPE



PRARIE

G. Service Accessibility Report

PARCEL S1225233910 SERVICE ACCESSIBILITY

| | |
|--------------------------|------------------------|
| Overall Score: 22 | 11th Percentile |
|--------------------------|------------------------|

| Criteria | Description | Indicator |
|-------------------------------|----------------------------------------------------------------------------------------------------------------|------------------|
| Location | In City Limits | GREEN |
| Extension Sewer | Trunkshed mains < 500 ft. from parcel | GREEN |
| Floodplain | Either not within the 100 yr floodplain or > 2 acres | GREEN |
| Emergency Services Fire | Response time > 9 min. | RED |
| Emergency Services Police | Meets response time goals most of the time | GREEN |
| Pathways | Within 1/4 mile of current pathways | GREEN |
| Transit | Not within 1/4 of current or future transit route | RED |
| Arterial Road Buildout Status | Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS in 5 yr work plan | YELLOW |
| School Walking Proximity | From 1/2 to 1 mile walking | YELLOW |
| School Drivability | Not within 2 miles driving of existing or future school | RED |
| Park Walkability | No park within walking distance by park type | RED |

Report generated on 07-31-2024 by MERIDIAN\sallen



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Luna Hospice (H-2024-0012) by CivilSphere Engineering, Located at 525 E. Overland Rd.

**CITY OF MERIDIAN
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECISION & ORDER**



In the Matter of the Request for Annexation (AZ) of 1.03 acres of land with an R-8 zoning district; and Conditional Use Permit (CUP) to operate a 14-bed hospice care facility, by CivilSphere Engineering.

Case No(s). H-2024-0012

For the City Council Hearing Date of: August 13, 2024 (Findings on August 27, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 13, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 13, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 13, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 13, 2024, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of August 13, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for annexation and conditional use permit is hereby approved per the conditions of approval in the Staff Report for the hearing date of August 13, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of August 13, 2024

By action of the City Council at its regular meeting held on the _____ day of _____, 2024.

COUNCIL PRESIDENT LUKE CAVENER VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

COUNCIL MEMBER BRIAN WHITLOCK VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert E. Simison

Attest:

Chris Johnson
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: _____ Dated: _____
City Clerk's Office

EXHIBIT A



STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

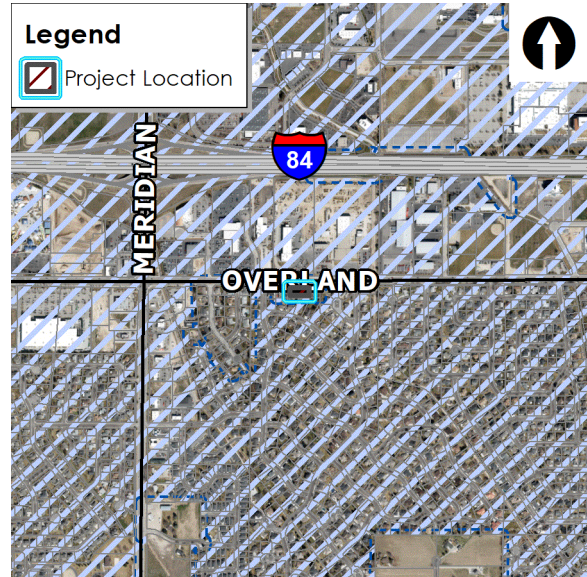
HEARING DATE: August 13, 2024

TO: Mayor & City Council

FROM: Stacy Hersh, Associate Planner
208-884-5533

SUBJECT: Luna Hospice – AZ, CUP
[H-2024-0012](#)

LOCATION: 525 E. Overland Rd., in the NE ¼ of the NW ¼ of Section 19, T.3N., R.1E.



I. PROJECT DESCRIPTION

Annexation (AZ) of 1.03 acres of land with an R-8 zoning district; and Conditional Use Permit (CUP) to operate a 14-bed hospice care facility.

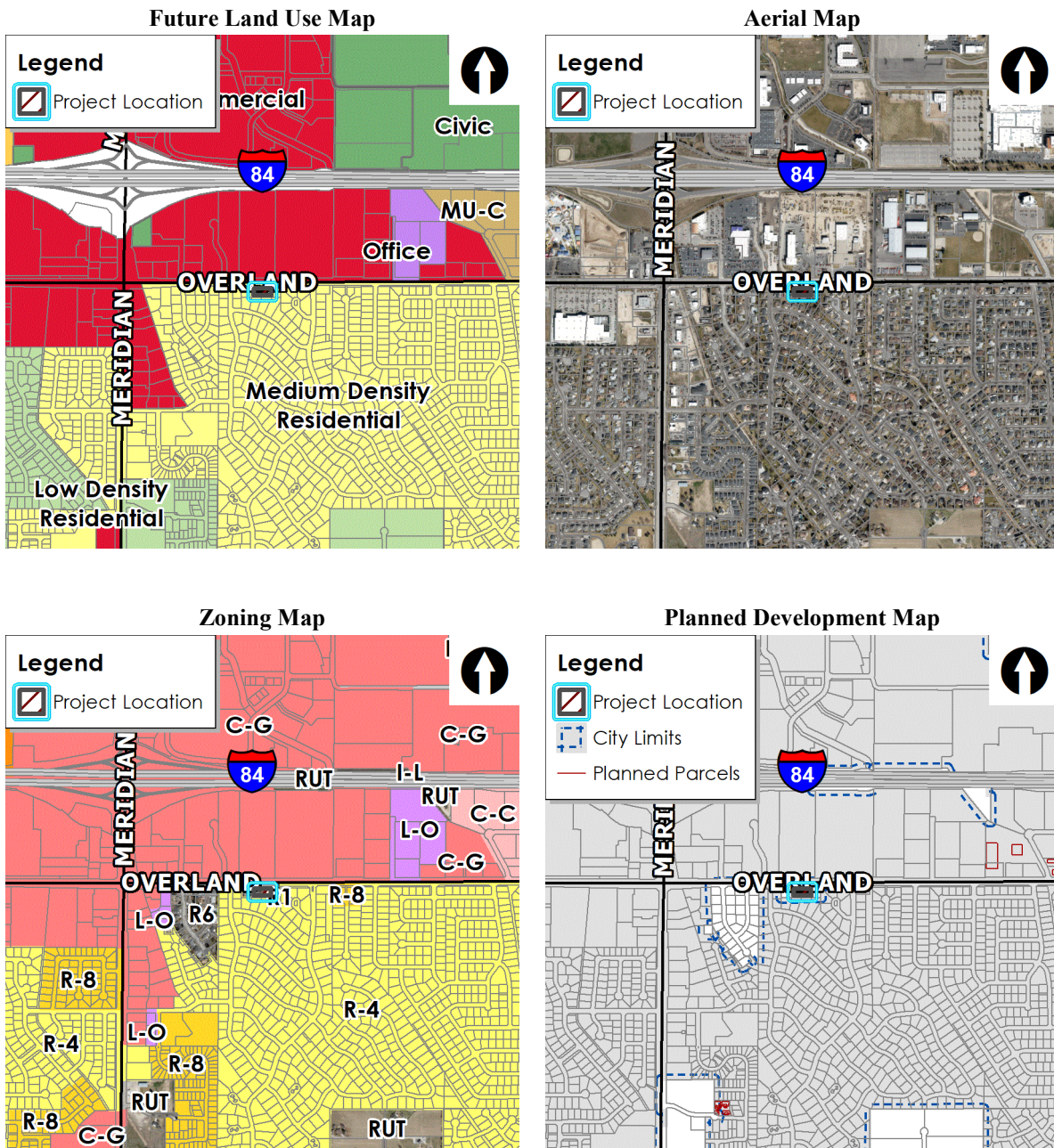
II. SUMMARY OF REPORT

A. Project Summary

| Description | Details |
|---------------------------------------------------------------|----------------------------------|
| Acreage | 0.775-acre |
| Future Land Use Designation | Medium Density Residential (MDR) |
| Existing Land Use | Residential |
| Proposed Land Use(s) | Nursing care facility |
| Current Zoning | R1 in Ada County |
| Proposed Zoning | Medium-Density Residential (R-8) |
| Phasing Plan | 1 |
| Physical Features (waterways, hazards, flood plain, hillside) | None |
| Neighborhood meeting date | 3/14/2024 |
| History (previous approvals) | None |

EXHIBIT A

B. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Claire Smarda, CivilSphere Engineering – 4466 N. Waterfront Way, Boise, ID 83703

B. Owner:

OverlandHH, LLC – 525 E. Overland Road, Meridian, ID 83642

EXHIBIT A

C. Representative:
Same as Applicant.

IV. NOTICING

| | Planning & Zoning Notice Dates | City Council Notice Dates |
|----------------------------------------------------------|-----------------------------------|------------------------------|
| Newspaper Notification | 6/4/2024 | 7/28/2024 |
| Radius notification mailed to properties within 500 feet | 5/30/2024 | 7/25/2024 |
| Site Posting Date | 6/6/2024 | 7/25/2024 |
| Next Door posting | 5/30/2024 | 7/24/2024 |

V. COMPREHENSIVE PLAN ANALYSIS

Land Use: This property is designated as Medium Density Residential (MDR) on the Future Land Use Map (FLUM) contained in the [\(Comprehensive Plan\)](#). This designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre.

The requested use is not for a single-family residential purpose, nursing or residential care facilities are listed as a conditional use in the R-8 zoning district. At the discretion of City Council, areas with a Residential Comprehensive Plan designation may request an office use if the property only has frontage on an arterial street or section line road and is two acres or less in size. In this instance, no ancillary commercial uses shall be permitted. This proposed use is semi-residential and is less impactful to the transportation network due to its operational characteristics. **Staff considers this use similar in terms of intensity and impact on adjacent properties. City Council has the discretion to approve the use of the property as a nursing or residential care facility in accordance with the Comprehensive Plan.**

Transportation: East Overland Road, which runs along the front/north side of this property, is depicted as a principal arterial street on the Master Street Map (MSM). There are no stub streets from adjacent developments to this property.

Goals, Objectives, & Action Items: Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in italics):

- “Support housing affordability, special-needs housing, ownership opportunities, and housing rehabilitation through programs administered by the State of Idaho, Ada County, nonprofits, and federal agencies”.” (2.01.02E)

By proposing a 14-bed nursing care facility for end-of-life care, the development diversifies special-needs housing options in the area, thereby contributing to the variety of housing

EXHIBIT A

needs within the City. The facility addresses a specific and essential housing need, enhancing the overall housing diversity and supporting the goal of a balanced community.

- Support infill development that does not negatively impact the abutting, existing development. Infill projects in projects in Downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)

This parcel is an enclave surrounded by land already annexed into the City. This parcel, along with parcels to the east and west, is one of the only remaining parcels still in the County. The proposed development will not likely impact the existing abutting developments to the east, west, and south.

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

City water and sewer service is available and can be provided to this property in accord with UDC 11-3A-21.

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

Urban sewer and water infrastructure is available to this property. Curb, gutter and sidewalk have been constructed along E. Overland Road in accord with UDC standards.

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.” (3.03.03A)

If annexed, the existing home will be required to abandon the existing septic system and connect to the City wastewater system.

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

Annexation and redevelopment of the subject infill parcel will maximize public services.

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

The proposed nursing care facility will contribute to the variety of residential categories within the surrounding area as desired. The Applicant is providing 20-foot landscape buffers adjacent to residential properties to the east, west, and south.

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

The proposed site design provides maximum use of the land with the proposed nursing care facility and should be compatible with the existing developments on adjacent properties, which are also designated for MDR uses.

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)

Staff recommends that the Applicant provide cross/access to one of the neighboring properties to the east and/or west (Parcel #S1119212410 or #S1119212501) for access

EXHIBIT A

when/if those properties redevelop with non-residential uses in the future to reduce access points to the arterial street.

VI. STAFF ANALYSIS

A. Annexation & Zoning (AZ):

The Applicant proposes to annex 1.03 acres of land with an R-8 zoning district to operate a 14-bed hospice facility (residential care facility), if the Commission and Council deem the use appropriate as discussed above.

The site is within the Area of City Impact (AOIC) boundary and is contiguous to City annexed land to the north and south. A legal description was submitted for the boundary of the annexation area, included in Section VIII.A below. **However, the annexation exhibit map does not represent the correct acreage of the annexation boundary, and one of these exhibits identify the annexation area. Staff recommends that the Applicant provide a revised exhibit map fifteen (15) days prior to the City Council hearing that accurately represents the acreage of the annexation boundary, not just the property acreage.**

The applicant has provided a concept plan that shows how the property is going to redevelop which includes the existing 2,472-square-foot single-family dwelling, a 2,229 square foot addition, parking and landscaping. **The existing structure is required to connect to City water and sewer service within 60 days of annexation and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.**

A nursing or residential care facility is listed as a conditional use in the proposed R-8 zoning district per UDC [Table 11-2A-2](#), subject to the specific use standards listed in UDC [11-4-3-29](#). The specific use standards require a conditional use permit (CUP) when the use results in more than ten (10) persons occupying a dwelling at any one time, the Applicant or owner shall concurrently apply for a change of occupancy as required by the building code in accord with [Title 10](#) of this Code. A CUP is requested concurrent with the annexation request (see analysis below).

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure this property develops as proposed and required, Staff recommends a DA with the provisions discussed herein and included in Section IX.A.**

B. Conditional Use Permit (CUP):

A CUP is requested for nursing or residential care facility, as required by UDC [11-4-3-29](#).

The proposed hospice facility will provide 14-beds to accommodate end-of-life care for residents. The Applicant plans to renovate the existing residential house and construct an addition, resulting in a of 4,700 square feet to accommodate 14 hospice care beds.

Dimensional Standards: The proposed development is required to comply with the dimensional standards listed in UDC [Table 11-2B-3](#) for the proposed R-8 zoning district.. ***The existing garage on the west should be set back 5 feet from the west property line and 12-feet from south property line. To ensure compliance with the R-8 dimensional standards, Staff recommends that the Applicant show the required setbacks on the site plan submitted with the future CZC application.***

Specific Use Standards: The proposed use is required to comply with the specific use standards listed in UDC [11-4-3-29](#), Nursing or residential care facilities: *Staff's analysis is in italics.*

EXHIBIT A

A. General standards.

1. If the use results in more than ten (10) persons occupying a dwelling at any one time, the applicant or owner shall concurrently apply for a change of occupancy as required by the building code in accord with Title 10 of this Code.

The Applicant is applying for a change of occupancy to accommodate 14 hospice care beds.

2. The owner and/or operator of the facility shall secure and maintain a license from the State of Idaho Department of Health and Welfare, facility standards division.

B. Additional standards for uses providing care to children and juveniles under the age of

1. All outdoor play areas shall be completely enclosed by a minimum six-foot nonscalable fence to secure against exit/entry by small children and to screen abutting properties. The fencing material shall meet the swimming pool fence requirements of the building code in accord with title 10 of this Code.

There are no outdoor play areas proposed for the nursing care facility.

2. Outdoor play equipment over six (6) feet high shall not be located in a front yard or within any required yard.

There are no outdoor play areas proposed for the nursing care facility.

3. Outdoor play areas in residential districts or uses adjacent to an existing residence shall not be used after dusk.

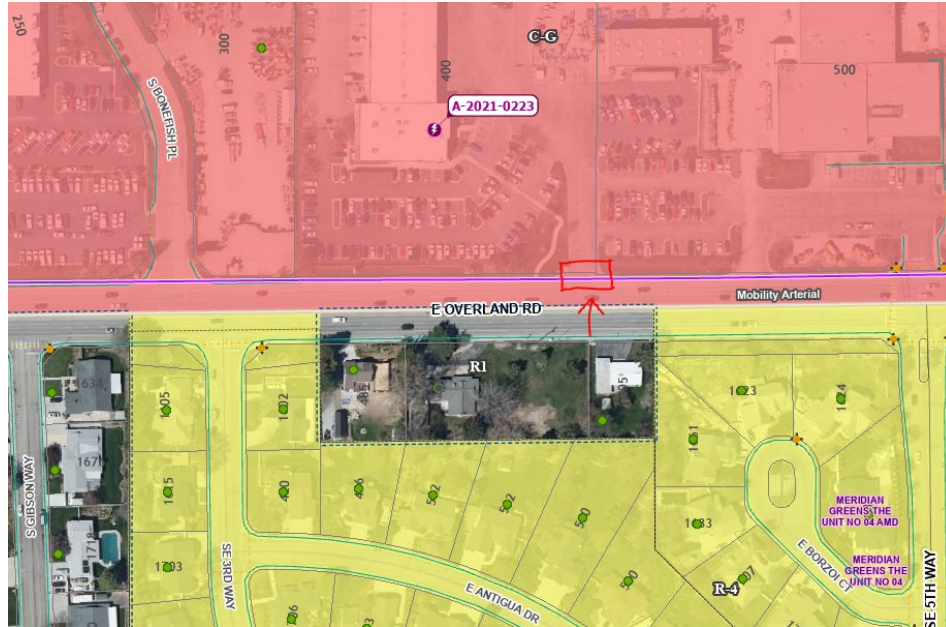
There are no outdoor play areas proposed for the nursing care facility.

- ### C. Additional standards for uses providing care to patients who suffer from Alzheimer's disease, dementia or other similar disability that may cause disorientation. A barrier with a minimum height of six (6) feet, along the perimeter of any portion of the site that is accessible to these patients shall be provided. The fencing material shall meet the swimming pool fence requirements of the building code in accord with title 10 of this Code.

There is an existing wood fence that runs along the south boundary of the property, a vinyl fence along the west side, and a chain link fence along the east side of the property. Staff recommends that the Applicant install 6-foot fencing around the area where patients will access outdoors in accordance with UDC 11-3A-7 and include the fencing on the plans submitted with the future CZC application.

Access: Access is provided via E. Overland Road, an arterial street, via a fully improved “U” shaped driveway. Another existing 22-foot wide curb cut for a shared access drive onto Overland Road located at the site’s east property that aligns with the Western States Cat Equipment driveway on the north side of Overland Road (refer to below figure). ACHD provided the following Site-Specific Conditions of Approval below:

EXHIBIT A



A. Site Specific Conditions of Approval

1. Repair or replace any damaged or deficient transportation facilities on Overland Road abutting the site, as determined by ACHD staff, and consistent with the current version of PROWAG.
2. Use one of the existing driveways located as follows:
 - A 46-foot wide shared access driveway located at the site's east property line (22-foot located onsite and 24-foot located on the adjacent parcel to the east).
- Or
- A 12-foot wide driveway located 270-feet east of 3rd Way (measured centerline-to-centerline).
3. Reconstruct the driveway chosen to be used (location listed above Site Specific #2) as a curb return type driveway with a maximum width of 30-feet and provide an on-site turnaround to prevent backing onto Overland Road. If the applicant chooses to use the driveway located at the site's east property line, then the applicant shall not modify the portion of the driveway that exists offsite on the parcel to the east. This driveway is approved as a temporary full access and may be restricted with a median at any time as determined by ACHD.
4. Close the existing 40-foot wide driveway located 375-feet east of 3rd Way with vertical curb, gutter and 7-foot wide attached concrete sidewalk to tie into the existing improvements on either side.
5. Close either the 22-foot wide portion of the shared access driveway located at the site's east property line (the applicant shall not modify the portion of the driveway that exists offsite on the parcel to the east) or close the 12-foot wide driveway located 270-feet east of 3rd Way with vertical curb, gutter and 7-foot wide attached concrete sidewalk to tie into the existing improvements on either side.
6. It is recommended that City of Meridian require the applicant to grant cross access to the parcel(s) to the east (S1119212501) and/or the west (S1119212410).
7. Other than the access specifically approved with this application, direct lot access is prohibited to Overland Road.

This property and the adjacent properties to the east and west only have access to an arterial street (i.e. Overland Road). Therefore, Staff recommends that the Applicant

EXHIBIT A

provide cross access to the property to the west and east (Parcels #S1119212410 and S1119212501) for interconnectivity when/if they redevelop with a non-residential use in the future to further reduce access points to the arterial street in accord with UDC [11-3A-3A.2](#). A copy of the recorded easement shall be submitted to the Planning Division prior to Building Permit submittal. Staff recommends that the Applicant close off the existing U-shape accesses off Overland Road and coordinate with Staff to revise the site plan to construct the shared access on the east boundary (22-feet in width) to be shared in the future by the adjacent property. Furthermore, the Applicant should also stub a 20-foot drive aisle to the property to the west for future interconnectivity. **NOTE: the access to the west may be unlikely because the adjacent property owner has just completed a recent remodel and intends to remain living in the residence for quite some time.**

Pedestrian Walkways: A 7-foot wide attached sidewalk exists along E. Overland Road. Detached sidewalks are required along arterial streets per UDC 11-3A-17; however, because the existing sidewalk is in good condition, Staff doesn't recommend it's reconstructed as a detached sidewalk. **Both ACHD and Staff recommend replacing the existing accesses on Overland Road with 7-foot wide attached concrete sidewalks to tie into the existing improvements on either side.**

A sidewalk is proposed on the north side of the new building adjacent to parking that appears to be 7 feet in width. **If wheel stops are not provided in parking spaces abutting a 5-foot wide area to prevent vehicle overhang, the sidewalk should be widened to 7-feet in accord with UDC [11-3C-5B.4](#).** If the sidewalk is 7-feet, the length of the parking spaces may be reduced to 17-feet if desired.

Additionally, the Applicant is proposing a sidewalk around the existing building leading to the entrance. The Applicant should depict measurements of the sidewalk on the plans submitted with the future Certificate of Zoning Compliance (CZC) and Design Review (DES) application. **The sidewalk should be a minimum of 5 feet in width in accord with UDC [11-3A-17A](#).**

Pedestrian walkways: Furthermore, the proposed plan does not include a pedestrian walkway that will run from the main building to the sidewalk along E. Overland Road per UDC 11-3A19.B.3. Where pedestrian walkways cross vehicular driving surfaces, they're required to be distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks as set forth in UDC 11-3A-19B.4. ***The site/landscape plan submitted with the Certificate of Zoning Compliance application should reflect compliance with this standard – the proposed striping of the crosswalk is not an approved material and should be revised to comply with this standard.***

Landscaping: A 25-foot wide street buffer is required along E. Overland Road., an arterial street, landscaped per the standards listed in UDC [11-3B-7C](#). The landscape plan depicts a buffer with the required number of trees and plantings in accord with UDC standards. **Staff recommends that the Applicant install additional landscaping within the 25-foot buffer in place of both of the existing U-shaped driveways to be removed. Therefore, Staff recommends that the Applicant applies for Alternative Compliance concurrent with the future CZC application for the required 25-foot landscape buffer along Overland Road.**

The request shall demonstrate evidence of the unique hardship caused by the required street buffer and propose a specific alternative landscape plan that meets or exceeds the intent of the required buffer. In no case shall the width be reduced to less than ten (10) percent of the depth of the lot per UDC 11-3B-7.C.1c. A reduction to the buffer width shall not affect building setbacks; all structures shall be set back from the property line a minimum of the buffer width required in the applicable zoning district.

EXHIBIT A



Landscape Buffers to Adjoining Uses: Although the Applicant is not required to provide 20-foot landscape buffers adjacent to residential uses per the UDC code, Staff recommended that the Applicant include 20-foot landscape buffers for the proposed hospice facility. **The existing detached garage and driveway encroach into the landscape buffer on the west side of the site. Staff is amenable to this encroachment, as it provides additional screening. However, the garage should be setback 5-feet from the property line to meet the dimensional standards in the R-8 zoning district. Additionally, the buffer is not required along a portion of the east boundary to facilitate cross-access with the adjacent property.**

Parking lot landscaping is required in accord with the standards listed in UDC [11-3B-8C](#). **The parking lot landscaping appears to comply with this standard.**

Mitigation is required for existing healthy trees 4" caliper and greater that are removed from the site as set forth in UDC [11-3B-10C.5](#). There are 20 existing healthy/non-healthy on the site totaling 394 caliper inches, 8 of which, totaling 138 caliper inches, are proposed to be removed – these require mitigation. The other eight (12), totaling 310 caliper inches, are proposed to be preserved and protected on the site – these trees are proposed to be counted toward the mitigation requirement. **Existing trees retained on the site may count toward required landscaping equally towards the mitigation of calipers lost from other removed trees; Mitigation trees are in addition to all other landscaping required by this article. The submitted landscape plan appears to comply with this standard.**

Parking (UDC 11-3C): A minimum of one (1) off-street parking space is required per 0.5 beds provided. Based on the proposed 14 beds, a minimum of 7 parking spaces are required. A total of 7 parking spaces are proposed, meeting the minimum UDC standards.

A minimum of one (1) bicycle parking space must be provided for every 25 vehicle spaces or portion thereof per UDC [11-3C-6G](#); bicycle parking facilities are required to comply with the location and design standards listed in UDC [11-3C-5C](#). **Bicycle parking is shown on the plans**

EXHIBIT A

submitted with this application. A detail of the bicycle rack should be included on the plans submitted with the future CZC application.

Fencing (UDC 11-3A-7): Fencing is required to comply with the standards listed in UDC [11-3A-7](#). Fencing exists around the perimeter of the site; there is an existing wood fence that runs along the south boundary of the property, a vinyl fence along the west side, and a chain link fence along the east side of the property. **Staff recommends that the Applicant install 6-foot fencing around the area where patients will access the outdoors and include the fencing on the plans submitted with the future CZC application.**

Utilities (UDC 11-3A-21): Connection to City water and sewer services is required in accord with UDC 11-3A-21.

Waterways (UDC 11-3A-6): There are no existing waterways that cross this site.

Pressurized Irrigation System (UDC 11-3A-15): Underground pressurized irrigation water is required to be provided to the development as set forth in UDC 11-3A-15.

Storm Drainage (UDC 11-3A-18): An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances.

Building Elevations: Building elevations were submitted for the proposed new building addition as shown in Section VIII.D. **Final design of the structure is required to comply with the design standards listed in the [Architectural Standards Manual](#) (ASM) for residential.**

Certificate of Zoning Compliance/Design Review: A Certificate of Zoning Compliance (CZC) and Design Review application is required to be submitted to the Planning Division and approved prior to submittal of building permit application(s). **The application materials should be updated as necessary to comply with the conditions contained in Section IX.**

VII. DECISION

A. Staff:

Staff recommends approval of the proposed annexation & zoning and conditional use permit applications with the provisions included in Section IX per the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on June 20, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Conditional Use Permit requests.

1. Summary of Commission public hearing:

- a. In favor: Claire Smarda, CivilSphere Engineering; Alyssa Blakely, Luna Hospice Administrator
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Bill Parsons, Planning Supervisor
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by Commission:

- a. Concerns with access for emergency services

4. Commission change(s) to Staff recommendation:

- a. None

5. Outstanding issue(s) for City Council:

EXHIBIT A

- a. Add a Development Agreement Condition to approve the nonconforming structure (garage) remaining on the site.
- C. The Meridian City Council heard these items on August 13, 2024. At the public hearing, the Council moved to approve the subject Annexation and Conditional Use Permit requests.
1. Summary of the City Council public hearing:
 - a. In favor: Carmen Weber, Weber Design Studio & Albert Lieu, Owner
 - b. In opposition: None
 - c. Commenting: Rodney Brody
 - d. Written testimony: None
 - e. Staff presenting application: Bill Parsons, Planning Supervisor
 - f. Other Staff commenting on application: None
 2. Key issue(s) of public testimony:
 - a. Concerns with Meridian Greens Subdivision irrigation pipe residing on this property.
 3. Key issue(s) of discussion by City Council:
 - a. Concerns with tobacco usage from employees negatively impacting the surrounding residents.
 - b. Council would like to see the irrigation issues resolved with Meridian Greens Subdivision prior to occupancy of the building.
 4. City Council change(s) to Commission recommendation:
 - a. The Applicant shall provide a revised annexation exhibit map prior to Council adopting the ordinance.
 - b. The Applicant shall provide a letter of acceptance from the Meridian Greens Homeowner's Association confirming the agreement regarding the use of irrigation water to meet the needs of both the homeowner's association and the Applicant prior to issuance of CZC.

EXHIBIT A

VIII. EXHIBITS

A. Annexation & Zoning Legal Description and Exhibit Map

May 14, 2024

Overlandhh, LLC

Legal Description

A parcel of land being a portion of the NE 1/4 of the NW 1/4 of Section 19, T.3N., R1E., Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the northwest corner of said Section 19 thence on the north line of said Section 19 N89°43'32"E a distance of 1,498.35 feet to the True Point of Beginning; thence S00°13'32"W a distance of 180.00 feet; thence N89°43'32"E a distance of 250.00 feet; thence N00°13'32"E a distance of 180.00 feet to a point on the said north line of Section 19; thence on last said north line S89°43'32"W a distance of 250.00 feet to the Point of Beginning.

The above described parcel contains 44,998 Square Feet, more or less.



EXHIBIT A

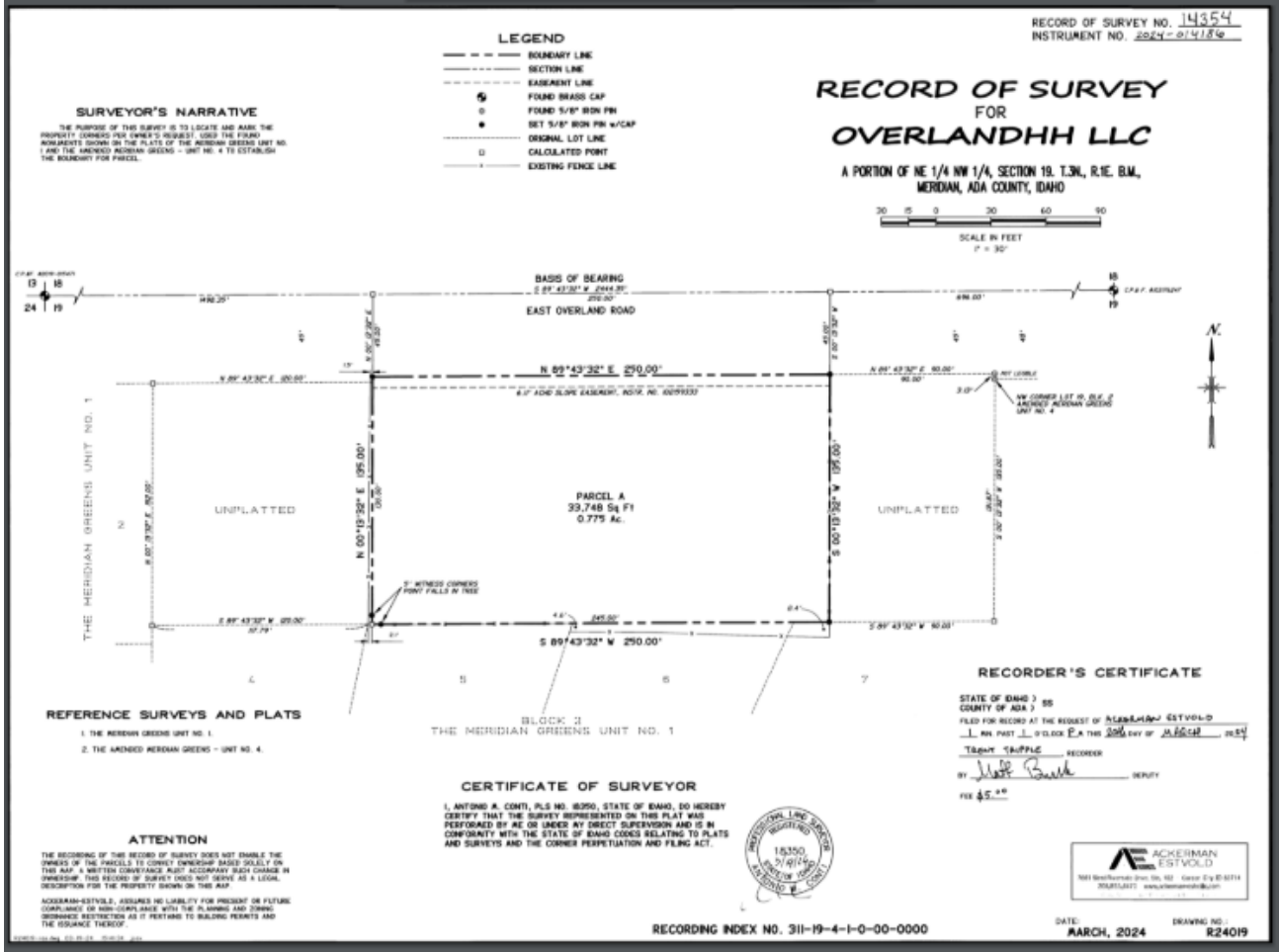
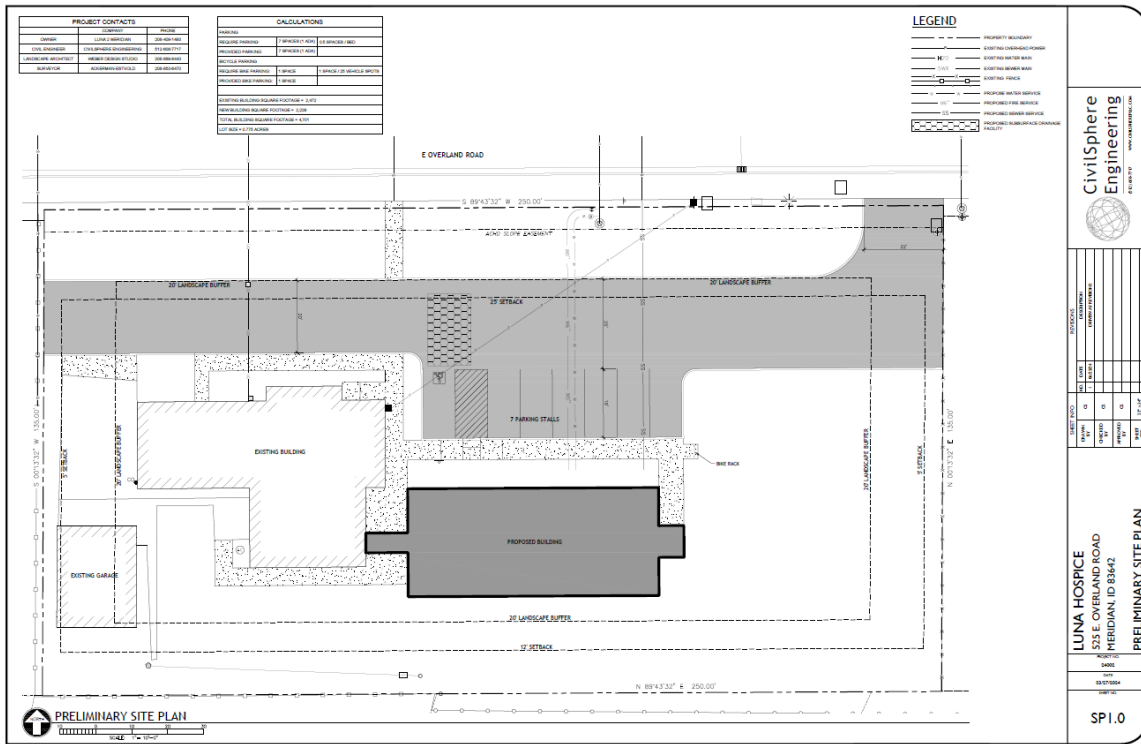


EXHIBIT A

B. Revised Site Plan (dated: 6/25/24)



C. Revised Landscape Plan (dated: 7/24/2024)

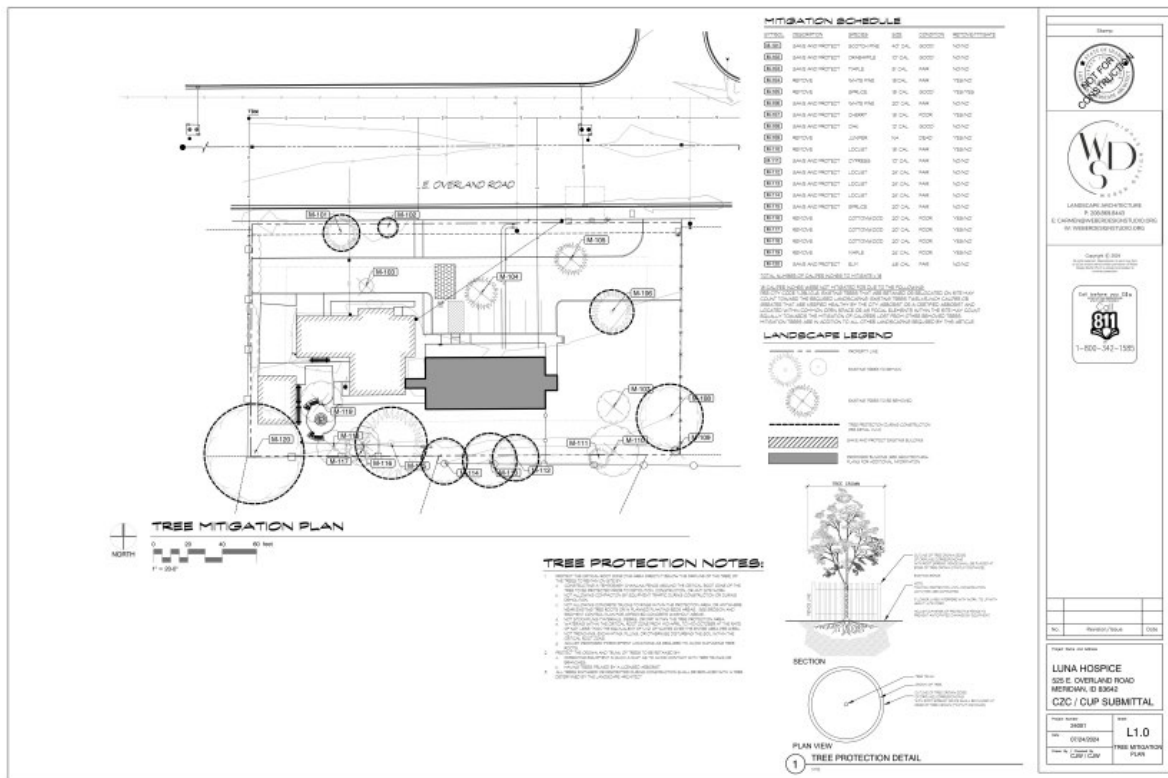
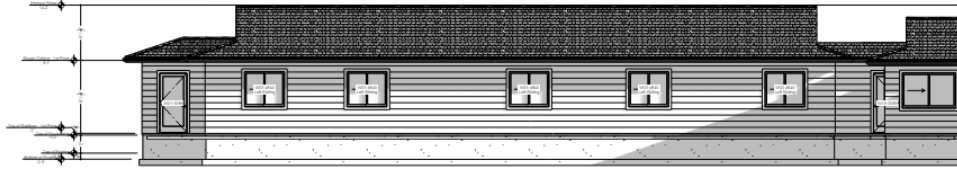


EXHIBIT A



EXHIBIT A

D. Conceptual Building Elevations



East Elevation



Side Elevation

NOT FOR PERMIT USE

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |
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| | | | |



Sunshine Design & Build
 ARCHITECTS & BUILDERS
 1225 E OVERLAND RD
 MERIDIAN, ID 83642

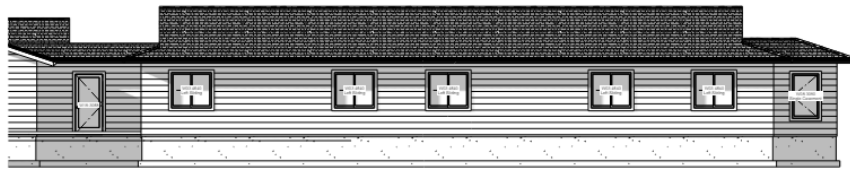
Client:
 Sunshine Design & Build
 1225 E Overland Rd
 Meridan, ID 83642

Sheet Title:
 Elevations 1

Plan Scale:

A-6

Date:
 12/16/2023



West Elevation

NOT FOR PERMIT USE

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |
| | | | |
| | | | |



Sunshine Design & Build
 ARCHITECTS & BUILDERS
 1225 E OVERLAND RD
 MERIDIAN, ID 83642

Client:
 Sunshine Design & Build
 1225 E Overland Rd
 Meridan, ID 83642

Sheet Title:
 Elevations 2

Plan Scale:

A-7

Date:
 12/16/2023

EXHIBIT A

IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Annexation & Zoning

Revise the Exhibit map in Section VIII., Exhibit A to accurately represent the acreage of the annexation boundary 15 days prior to City Council adopting the ordinance. Hearing.

A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the Annexation request. The DA shall, at minimum, incorporate the following provisions:

- a. The existing structure shall connect to City water and sewer service within 60 days of annexation and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
- b. Future development of this site shall be generally consistent with the site plan, landscape plan and conceptual building elevations included in Section VIII and the provisions contained herein.
- c. Future uses on the site are limited to a nursing or residential care facility, other uses are not allowed.
- d. Remove both of the existing U-Shape accesses to Overland Road for this site as required by ACHD and City Staff per UDC 11-3A-3. Provide cross/access to both the properties to the east and west when/if they redevelop with a non-residential use in the future to reduce access points and submit a copy of the recorded easement to the Planning Division with the future Certificate of Zoning Compliance.

2. Conditional Use Permit

2.1 Compliance with the standards listed in UDC [11-4-3-29](#) – Nursing or Residential care facilities, is required.

2.2 Compliance with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district is required.

2.3 The site/landscape plan shall be revised as follows:

- a. Remove both of the existing U-Shape accesses to Overland Road for this site as required by ACHD and City Staff per UDC 11-3A-3. Provide cross/access to both the properties to the east and west when/if they redevelop with a non-residential use in the future to reduce access points and submit a copy of the recorded easement to the Planning Division with the future Certificate of Zoning Compliance.
- b. All sidewalks to and around the building shall be a minimum of 5-feet in width per 11-3A-17A.
- c. Either depict wheel stops in the parking spaces on the northeast side of the building abutting the 5-foot wide section of sidewalk to prevent vehicle overhang *or* widen the

EXHIBIT A

sidewalk to 7 feet to accommodate vehicle overhang as set forth in UDC [11-3C-5B.4](#). *If 7-foot wide sidewalks are provided to accommodate overhang, the length of the parking spaces may be reduced to 17 feet if desired.*

- d. Include evergreen trees within the perimeter buffers to residential uses as set forth in UDC [11-3B-9C.1a](#).
 - e. The Applicant shall install additional landscaping within the 25-foot buffer in place of both of the existing driveways to be removed.
 - f. Apply for Alternative Compliance with the concurrent CZC application to reduce the 25-foot landscape buffer along Overland Road, due to the facilities encroaching within the buffer to the west, and to provide access to the existing garage, in accordance with UDC 11-3B-5.
 - g. Replace the existing U-shape accesses on Overland Road with 7-foot wide attached concrete sidewalks to tie into the existing improvements on either side.
 - h. Construct a 5-foot wide pedestrian walkway from the perimeter sidewalk to the main building entrance; where pedestrian walkways cross vehicular driving surfaces, they're required to be distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks as set forth in UDC 11-3A-19B.4.
 - i. Depict the interior side and rear setbacks on plans submitted with the future CZC application to ensure compliance with the dimension standards for the R-8 zoning district.
 - j. Install a 20-foot wide landscape buffer along the south boundary in accordance with the standards set forth in UDC 11-3B-9C; except in the location where the existing garage will remain.
 - k. A detail of the bicycle rack should be included on the plans submitted with the future CZC application.
 - l. Install fencing around the area where patients will access outdoors in accordance with UDC 11-3A-7 and UDC 11-4-3-29.
 - m. Existing trees retained on the site shall be preserved and protected as outlined in UDC 11-3B-10.
- 2.4 The Applicant shall provide a letter of acceptance from the Meridian Greens Homeowner's Association confirming the agreement regarding the use of irrigation water to meet the needs of both the homeowner's association and the Applicant prior to issuance of CZC.
- 2.5 A Certificate of Zoning Compliance application shall be submitted for the proposed use and site improvements that comply with all UDC conditions and the provisions contained herein.
- 2.6 A Design Review application shall be submitted for the proposed addition to the existing structure that demonstrates compliance with the design standards listed in the Architectural Standards Manual. New construction must share at least three similar accent materials, field materials, or other architectural feature of a building within 150-feet of the property (ASM Goal 1.2B).
- 2.7 The conditional use permit is valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the Applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground as set forth in UDC [11-5B-6](#). A time extension may be

EXHIBIT A

requested as set forth in UDC 11-5B-6F.

B. PUBLIC WORKS DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=348143&dbid=0&repo=MeridianCity>

C. KUNA SCHOOL DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=348150&dbid=0&repo=MeridianCity>

D. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

No comments received.

E. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=348840&dbid=0&repo=MeridianCity>

F. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=350386&dbid=0&repo=MeridianCity>

X. FINDINGS

A. Annexation (UDC 11-5B-3E)

Required Findings: Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
Council finds the Applicant's request to annex the subject property with an R-8 zoning district for a nursing or residential care facility is consistent with the Comprehensive Plan as noted in Section V.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
Council finds the map amendment and associated development is consistent with the regulations outlined for the district and the purpose statement of the residential districts in that it provides for the service needs of the community.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed use should be compatible with adjacent existing residential uses in the vicinity.

EXHIBIT A

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and

Council finds City water and sewer service is available to be extended to this development. The provision of a nursing or residential care facility in this area will assist in providing for the needs of the community in this area of the City.

5. The annexation (as applicable) is in the best interest of city.

Commission finds the proposed annexation is in the best interest of the city.

B. Conditional Use (UDC 11-5B-6)

Findings: The commission shall base its determination on the conditional use permit request upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

Council finds the site is large enough to accommodate the proposed use and meets all dimensional and development regulations of the R-8 zoning district including the buffers to residential uses along the west, east, and south boundaries of the site.

2. That the proposed use will be harmonious with the Meridian comprehensive plan and in accord with the requirements of this title.

Council finds the proposed use will be harmonious with the Comprehensive Plan and in accord with UDC standards.

3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.

Council finds the design, construction, operation and maintenance of the proposed use should be compatible with adjacent residential uses and with the existing and intended character of the vicinity and will not adversely change the essential character of the area if the Applicant complies with the conditions in Section IX.

4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

Council finds the proposed use will not adversely affect other properties in the vicinity if it complies with the conditions in Section IX of this report.

5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.

Council finds the proposed use will be served by essential public facilities and services as required.

6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

Council finds the proposed use will not create additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

EXHIBIT A

7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

Council finds the proposed use will not be detrimental to any persons, property or the general welfare by the reasons noted above.

8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

Council finds the proposed use will not result in the destruction, loss or damage of any such features.

9. Additional findings for the alteration or extension of a nonconforming use:

- a. That the proposed nonconforming use does not encourage or set a precedent for additional nonconforming uses within the area; and,

This finding is not applicable.

- b. That the proposed nonconforming use is developed to a similar or greater level of conformity with the development standards as set forth in this title as compared to the level of development of the surrounding properties.

This finding is not applicable.



AGENDA ITEM

ITEM TOPIC: Task Order Agreement with McCall Studios for Fabrication and Installation of Public Art at Chateau Park for the Not-to-Exceed amount of \$45,000

**TASK ORDER FOR FABRICATION AND INSTALLATION
OF CHATEAU PARK ARTWORK**

This TASK ORDER FOR FABRICATION AND INSTALLATION OF CHATEAU PARK ARTWORK (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Ken McCall, on behalf of McCall Studios LLC, a limited liability company organized under the laws of the state of Idaho (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, City seeks to cultivate park identity and add theming through public art at Chateau Park, located at 2640 W. Chateau Drive, in Meridian, and to that end, requested that Artist submit a proposal for a design of original artwork to be installed at Chateau Park;

WHEREAS, Artist and City have entered into a *Master Agreement for Professional Services: Park Identities Public Art Roster* (“Master Agreement”), which establishes the terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of artwork, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work;

WHEREAS, Artist proposed the fabrication and installation of a composition bench, flower sign, and flower bench, as generally depicted in *Exhibit A* hereto (“Artwork”);

WHEREAS, project stakeholders, including representatives of the Meridian Parks and Recreation Department, the Meridian Parks and Recreation Commission, the Meridian Arts Commission, and neighborhood residents, have evaluated Artist’s proposal and recommend installation of the proposed artworks at Chateau Park;

WHEREAS, on July 11, 2024, the Meridian Arts Commission reviewed the Artist’s proposal, and recommends to the Meridian City Council that Artist’s proposal be commissioned for full design, fabrication, and installation;

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, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall design, fabricate, and deliver one (1) composition bench, one (1) flower sign, and one (1) flower bench, as described and depicted in *Exhibit A* (together, the “Artwork”), and shall install such Artwork at Chateau Park. Artwork design, fabrication, and delivery shall comply in all respects with applicable industry and engineering standards, Idaho Standards for Public Works Construction, policies and ordinances of the City of Meridian, and the direction of the Arts and Culture Coordinator.

II. COMPENSATION.

- A. **Total amount.** The total payment to Artist for the design, fabrication, and installation of the Artwork shall be forty-five thousand dollars (\$45,000.00). This amount shall constitute full compensation for any and all design, engineering, fabrication, delivery, installation, site restoration, and other services; travel; materials; shipping; contingency; commission; artist fee; and any and all other costs of work to be performed or furnished by Artist.
- B. **Method of payment.** Artist shall provide to City invoices for services and/or materials provided pursuant to the payment schedule set forth herein, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.
- C. **Payment schedule.** Artist shall be paid pursuant to the following benchmarks:
1. **City Approval of Proposal, Project's Projected Detailed Timeline, and Detailed Site Plan:** \$5,000.00 shall be paid to Artist within thirty (30) days of the Arts and Culture Coordinator's approval of Artist's detailed proposal for design, fabrication, and installation of the Artwork at Chateau Park a detailed project projected timeline, and a detailed site plan for the location and positioning of installation of the Artwork at Chateau Park.
 2. **Engineering Approval, and Other Items:** \$10,000 shall be paid to Artist within thirty (30) days of the engineering approval; and a building permit application. Engineering Approval and Other Items shall be defined as:
 - a. Engineered, stamped plan for installation of footings and foundations;
 - b. Plan for transportation of artwork to Chateau Park for delivery and installation;
 - c. Plan for any site restoration regarding landscaping and utilities;
 - d. Plan for engaging an independent testing agency to test and inspect construction materials and methods, if necessary;
 - e. Final construction drawings and structural calculations for Artwork, prepared and stamped by an engineer certified in the state of Idaho;
 - f. Proof of application for a building permit from the City of Meridian Community Development Department/Building Division, and for any permits required by from the City of Meridian Community Development Department/Planning Division.
 3. **Fabrication of Artwork, Phase I:** \$10,000 shall be paid to the Artist within thirty (30) days of a meeting between Artist and the Arts and Culture Coordinator, demonstrating at least fifty percent (50%) completion of fabrication of Artwork. The Arts and Culture Coordinator shall approve, or approve as modified, the Fabrication of Artwork at 50% completion within seven (7) days of Artist's notice of such 50% completion. Prior to issuing approval, the Arts and Culture Coordinator shall determine that the Artwork is in keeping with the standards set forth in this Agreement and with Artist's representations as set forth in the proposal set forth in *Exhibit A*, with the limited exception of non-material design refinements and/or improvements.

4. **Fabrication of Artwork, Phase II:** \$10,000 shall be paid to the Artist within thirty (30) days of Artists' completion of fabrication of the Artwork. The Arts and Culture Coordinator shall approve, or approve as modified, the Artwork within seven (7) days of Artist's notice of such completion. Prior to issuing approval, the Arts and Culture Coordinator shall determine that the Artwork is in keeping with the standards set forth in this Agreement and with Artist's representations as set forth in the proposal set forth in *Exhibit A*, with the limited exception of non-material design refinements and/or improvements.
5. **Installation of Artwork:** \$5,000.00 shall be paid to the Artist within thirty (30) days of Installation of Artwork, which shall be defined as:
 - a. Complete installation of the completed Artwork at the Site, in coordination with and as confirmed by the Arts and Culture Coordinator;
 - b. Artist's submission to the Arts and Culture Coordinator of a report from an independent testing agency approving construction materials and methods; if requested
 - c. Final inspection and approval of the installation of Artwork at the Site by the Arts and Culture Coordinator and City Building Official; and
 - d. Full restoration of the Site, including restoration of landscaping and any aboveground or underground facilities, to pre-installation conditions.
6. **Submission of Maintenance Plan and Final Acceptance:** \$5,000.00 shall be paid to the Artist within thirty (30) days of Submission of Maintenance Plan and Final Acceptance. Submission of Maintenance Plan and Final Acceptance shall be defined as:
 - a. Artist's submission to the Arts and Culture Coordinator of a recommended maintenance plan for the Artwork
 - b. Execution of a mutually agreed-upon acceptance agreement to include Artist's indemnification of City; express waiver of Artist's right, title, or interest in the Artwork; and waivers of lien from any and all sub-contractors and major materials suppliers; which agreement shall be prepared by the City Attorney's Office.
 - c. Meridian City Council's approval and execution of the acceptance agreement; and
 - d. City Council's adoption of a resolution indicating that the City accepts the delivery of the Artwork as designed, fabricated, and installed.

III. TIME OF PERFORMANCE.

- A. **Monthly Communication.** In addition to the benchmarks set forth in the timeline prepared by Artist as part of the Detailed Plan, the Artist will communicate monthly with the Arts and Culture Coordinator about project updates.
- B. **By 5:00 p.m., March 3, 2025:** Artist shall be responsible for installation of Artwork at Chateau Park. The Arts and Culture Coordinator may extend the date of installation of Artwork for a reasonable amount of time only if such delay is due to circumstances and events beyond the control of Artist or pursuant to a written agreement by the Parties.
- C. **By 11:59 p.m., April 7, 2025:** Provided that Artist has completed Installation, as provided herein, the Parties shall execute Final Acceptance of the Artwork.

- D. Time of the essence.** The Parties acknowledge that services provided under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- E. Inspection.** Upon the Arts and Culture Coordinator's request, the Artist shall provide the Arts and Culture Coordinator and/or City with reasonable opportunities to review the progress of the Artwork to ensure compliance with the timeline and the proposal as described and depicted in *Exhibit A* hereto or as otherwise mutually agreed by the Parties in writing. If during such inspection, or in the course of the approval processes required herein, the Arts and Culture Coordinator or City concludes that the Artwork or any portion or component thereof do not conform to the timeline or to the proposal as described and depicted in *Exhibit A* hereto or as mutually agreed by the Parties in writing, notice of the specific non-conformity and request for Artist to address the specified non-conformity shall be given to Artist in writing as soon as practicable. Artist shall have fourteen (14) days to address and correct any non-conformity. If, upon Arts and Culture Coordinator's re-inspection, the Arts and Culture Coordinator concludes that the Artwork or the nonconforming portion or component thereof remain nonconforming, termination procedures may commence. City's failure to disapprove in writing shall constitute presumptive approval of the Artwork as inspected.

IV. MAINTENANCE AND REPAIR.

- A. Two years following Final Acceptance.** Artist shall be fully responsible for all parts and workmanship of the Artwork for a period of two (2) years after City's Final Acceptance of the Artwork, and during such time shall replace any defective parts and/or rework any defective craftsmanship in a timely fashion at no cost to City, except that during such period Artist shall not be required to replace or repair any damage to the Artwork caused by City's employees, by vandalism, or by an act of God.
- B. Determination of need for repair.** At all times, including in the first two years following Final Acceptance, City shall make any and all determinations regarding whether the Artwork's parts and/or craftsmanship require maintenance, restoration, or repair. Artist may be asked to provide input regarding such matters, but all decisions regarding the need for maintenance, restoration, or repair shall be made by City.
- C. Maintenance, restoration, and repair.** City shall provide basic maintenance, restoration, and repair of the Artwork at City's cost. In the event that the Artwork is damaged or destroyed, in whole or in part, City may, at its sole election, restore the Artwork, subject to receipt of any insurance proceeds and availability of sufficient funds.

V. CREATION, INTEGRITY, AND OWNERSHIP OF ARTWORK.

- A. Waiver and relinquishment of rights.** Between Artist's Final Completion and City's Final Acceptance, Artist shall expressly waive any and all right, title, or interest in the Artwork. Artist understands that this waiver shall include waivers of the rights of reproduction, adaptation, publication, and display, except as otherwise permitted by this Agreement. Artist agrees to relinquish any and all rights, title, and interest to the Artwork developed in connection

with this Agreement, and hereby expressly waives any rights Artist has to the Artwork, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- B. Originality of Artwork.** Artist also warrants that, unless otherwise stipulated in writing, the Artwork is original, that it is an edition of one (1), and that Artist is the sole creator and owner of all rights in the Artwork and the design thereof. Artist shall not sell, license, perform or reproduce the Artwork or a substantially similar copy of the Artwork without the prior written consent of City. However, nothing contained herein shall prevent the Artist from creating future works in Artist's style and manner of working. The Artist shall not reproduce the Artwork, or any portion thereof, in a way which reflects poorly upon, disparages, or discredits the City or the Artwork.
- C. Ownership.** Upon City's Final Acceptance, the Artwork shall be owned by City. Following Final Acceptance, City may remove the Artwork from the Site and/or move the Artwork to another location, at City's sole election and discretion.
- D. No copyright.** Artist shall not make any claim to the copyright of the Artwork.
- E. Photographs of Artwork by City.** City may photographically reproduce the image of the Artwork and all preliminary studies, models and maquettes thereof, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
- F. Photographs of Artwork by Artist.** Artist may photographically reproduce the image of the Artwork and all preliminary studies, models and maquettes thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
- G. Models of Artwork.** City shall at no time create any model, maquette, replica, copy, or any other three-dimensional reproduction of Artwork or any component thereof for any purpose without first entering into a mutually agreed-upon written agreement with Artist governing the creation, use, and/or sale of such model, maquette, replica, copy, or reproduction. Upon Final Completion, Artist shall not create any new model, maquette, replica, copy, or any other three-dimensional reproduction of Artwork or any component thereof for any purpose without first entering into a mutually agreed-upon written agreement with City governing the creation, use, and/or sale of such model, maquette, replica, copy, or reproduction. This provision shall not

prevent Artist's creation of any model or mock-up for purposes of designing and/or engineering Artwork prior to Final Completion.

- H. Alteration of Artwork.** If any alteration occurs to the Artwork after installation, whether intentional or accidental and whether caused by City or others, upon written request of Artist, such Artwork shall no longer be represented to be the work of Artist, unless otherwise allowed by Artist in writing. Other than as specified herein, Artist specifically waives the right to claim any other remedy concerning the alteration of the Artwork as provided for under Idaho or federal law, whether by statute or otherwise.
- I. Removal from display.** City shall have the right to remove the Artwork from Site and/or from public display. In the event that City determines that the Artwork or any component thereof shall be sold, Artist shall be provided the first right of refusal to purchase the Artwork or such component from City. Should Artist choose to purchase the Artwork pursuant to this provision, the price of the Artwork shall be the fair market value thereof. This provision shall expire upon the death of Artist and shall not be extended to Artist's estate unless City so elects.
- J. Subcontracting or assignment of obligations.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise, including, but not limited to, such obligations as transport and installation of the Artwork, and other obligations as outlined in Artist's proposal as set forth in *Exhibit B*. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or business invitees, occurring before City's Final Acceptance of the Artwork.
- B. Waiver.** Artist waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
- C. Insurance to be obtained by Artist.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, each and all of the following:
 - 1. General liability insurance.** General liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per each occurrence, combined single limit bodily injury and property damage, covering the actions and omissions of Artist and her employees, agents, and/or workers in fabricating, transporting, and installing the Artwork and/or

components or materials thereof, including coverage for owned, non-owned, and hired vehicles, as applicable.

2. **Workers' compensation insurance.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, and throughout the course of this Agreement, workers' compensation insurance, in an amount required by Idaho law, whichever is higher, to cover any and all persons employed by Artist.
 3. **Insurance of Artwork.** Upon completion of the sculptures, through City's Final Acceptance of Artwork, Artist shall procure and maintain, at Artist's own expense, in an all-risk form with limits of not less than fifty thousand (\$50,000), and any deductible not to exceed five hundred dollars (\$500) each loss, with any loss payable to City. Artist agrees to bear all risks of loss of and/or damage to the Artwork until City's Final Acceptance of Artwork.
- D. **Proof of insurance.** Artist shall provide to City, within seven (7) days of the Effective Date of this Agreement, written proof that Artist has obtained all insurance required hereunder. If any change is made to any insurance policy or coverage required under and/or obtained pursuant to this Agreement, Artist or Artist's insurance agent shall notify City immediately.
 - E. **Insurance to be obtained by Artist's subcontractors.** Artist shall require any and all subcontractors employed or utilized in the course and scope of the obligations described in this Agreement to obtain and maintain general liability insurance and workers' compensation insurance in the amounts described herein. Artist shall provide to City, within twenty-four (24) hours of hiring or engaging any subcontractor, written proof that her subcontractors have obtained all insurance required hereunder.
 - F. **Insurance to be obtained by City.** City shall obtain all necessary property and commercial general liability insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Upon City's Final Acceptance of the Artwork, City shall obtain property insurance for the Artwork.
 - G. **No cancellation without notice.** On all insurance policies required under this agreement, such policies shall provide that they may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any cancellation of insurance without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of the contract.

VII. TERMINATION.

- A. **Termination for cause.** If City determines that Artist has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall

specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.

1. **Default by City.** In the event of termination for non-performance or default by City, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any verified additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder.
 2. **Default by Artist.** In the event of termination for non-performance or default by Artist, except that caused by the death or incapacity of Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement shall, at City's option, become City's property. Notwithstanding this provision, Artist shall not be relieved of any liability for damages sustained by City attributable to Artist's default or breach of this Agreement. City may reasonably withhold payments due until such time as the exact amount of damages due to City from Artist is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist of liability to City for damages.
- B. **Termination without cause.** City may terminate this Agreement for any reason at any time by providing fourteen (14) days' notice to Artist.
- C. **Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist. In the event of termination caused by the death or incapacity of Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement shall, at City's option, become its property, and the right to fabricate and/or complete fabrication of the Artwork shall pass to City. Notwithstanding this provision, neither Artist nor Artist's estate shall be relieved of any liability for damages sustained by City attributable to Artist's default. City may reasonably withhold payments due to Artist or to Artist's estate until such time as the exact amount of damages due to City from Artist or Artist's estate is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist or Artist's estate of liability to City for damages.
- D. **Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

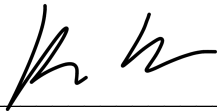
VIII. GENERAL PROVISIONS.

- A. **Master Agreement applies.** All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

- B. **Exhibits.** All exhibits to this Task Order are incorporated by reference and made a part of hereof as if set forth in their entirety herein.
- C. **Entire agreement.** This Task Order constitutes the entire agreement between the Parties regarding the Scope of Services described herein. This Task Order supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether before or after the execution hereof, regarding the Scope of Services described herein. The terms of this Task Order may not be enlarged, modified or altered except upon written amendment signed by both parties hereto.
- D. **City Council approval required.** The validity of this Task Order shall be expressly conditioned upon City Council action approving the Task Order. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the Effective Date first written above.

ARTIST:



 Ken McCall
 Manager, McCall Studios LLC

CITY OF MERIDIAN:

BY: _____
 Robert E. Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

Park Identity and Theming Public Art Project

Chateau Park

Meridian, ID

Final Proposal
Ken McCall

Final Proposal

Mix & Match



CHATEAU PARK FLOWER BENCH




McCALL STUDIOS

Inspired by the idea of a garden theme, this flower bench represents a stylized yellow cone flower while providing the interactive element of being seating.



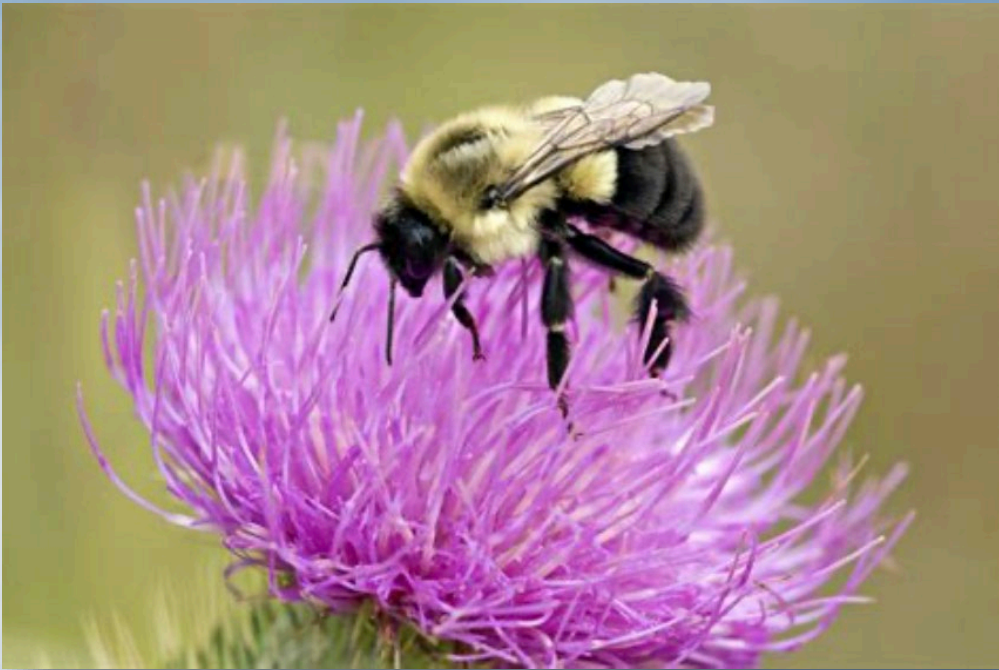
The composition bench will depict sunflowers, provide seating and incorporate an educational aspect by having the scientific name cut out of the front.

CHATEAU PARK FLOWER SIGN




McCALL STUDIOS

The entrance sign will replicate a syringa, a blue camas and a black-eyed susan.



The three sculptures will represent flowers native to Idaho as well as pollinators: each will have a three-dimensional hummingbird, bumble bee or butterfly affixed to the blossom.



CHATEAU PARK FLOWER BENCH



Materials will consist of powder coated steel and painted aluminum.

Maintenance will be minimal – washing with mild detergent and water as desired and checking hardware annually.

CHATEAU PARK BUMBLE BEE





The flower bench will stand approximately 10 – 12 feet tall: the bench will have a circumference of approximately 30” and will be ADA compliant.



The composition bench will stand about 4 feet tall, be approximately 5 feet wide and will be ADA compliant.





The entrance sign will stand approximately 12 feet tall and 10 feet wide. All edges/points will be rounded for safety.



BUTTERFLY
CHATEAU PARK



16"

*APPROXIMATE DIMENSIONS



BUMBLE BEE
CHATEAU PARK

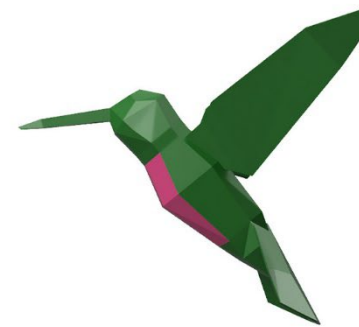


18"

*APPROXIMATE DIMENSIONS



HUMMING BIRD
CHATEAU PARK



16"

*APPROXIMATE DIMENSIONS





Budget

| | |
|-----------------------------|-----------------|
| Engineering | \$2,000 |
| Insurance | \$500 |
| Permits | \$500 |
| Materials | \$10,000 |
| Fabrication | \$22,000 |
| Concrete | \$4,000 |
| Transportation/Installation | \$2,000 |
| Contingency | \$3,000 |
| Artist Fee | \$1,000 |
| Total | \$45,000 |

The sculptures will take approximately 6 months to complete after the contract is signed, engineering is stamped and permits are obtained:

| | |
|-----------------------------|------------|
| Order/Delivery of Materials | 1 month |
| Fabrication | 4.5 months |
| Concrete/Installation | 2 weeks |





AGENDA ITEM

ITEM TOPIC: Agreement between the Idaho State Historic Preservation Office (SHPO) and the City of Meridian to Receive a Grant Award of \$12,000 for Eligible Project Costs on an Updated Historic Preservation Plan for the City of Meridian

IDAHO CERTIFIED LOCAL GOVERNMENT GRANT MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by the Idaho State Historic Preservation Office ("SHPO"), a division of the Idaho State Historical Society, and **Meridian (UEI: 028-451-367)** ("Grantee"), effective as of the date of final signature ("Effective Date") and relates to a project to be undertaken by the Grantee, with financial assistance from a National Park Service ("NPS") matching grant in aid program (Assistance Listing No. 15.904 -- Historic Preservation Fund Grants-In-Aid; Federal Award Identification Number: _____) supporting the Certified Local Government ("CLG") and National Register of Historic Places programs in Idaho, administered by SHPO. The National Register of Historic Places program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior.

The SHPO and the Grantee agree as follows:

1. Application, Project Description and Budget.

Grantee submitted an Application (Attachment A) for **Historic Preservation Plan** ("Project") for FY24. SHPO has reviewed the Application and has determined that SHPO will provide a matching grant in aid from the National Park Service to assist Grantee with a portion of costs related to the Project as described in Attachment B ("Project Description"). Grantee hereby agrees to carry out the Project work as described in Attachment B within the budget set forth in Attachment C ("Project Budget"). All funds provided by SHPO for this Project shall be federal funds from the National Park Service. No state funds shall be used under this Agreement.

2. Period of Performance.

The Idaho Certified Local Government Grant program period shall begin 1 October 2023 and end 30 September 2026. Work under this Project shall commence after the Effective Date and shall be completed no later than 30 September 2026. Prior to the Certified Local Government incurring expenses on this Memorandum of Agreement, a fully executed copy of the MOA must be in place.

3. Allowable Costs.

Allowable Project costs are for items described in Attachment B and are included within the Project Budget set forth on Attachment C. Allowable Project costs must be documented to the satisfaction of SHPO and determined by SHPO to:

- a.** Meet federal requirements as set forth in the Office of Management and Budget Guidance Property Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Rules, 2 C.F.R. Part 200, and any amendments thereto;
- b.** Be allowable under the U.S. Department of the Interior, National Park Service, State,

Tribal, Local Plans & Grants Division, Historic Preservation Fund Grants Manual (June 2007), <https://www.nps.gov/orgs/1623/hpf-grant-manual.htm>;

- c. Be necessary and reasonable for the completion of the Project;
- d. Have been incurred for the Project during the Period of Performance as described in Section 2 of this agreement; and
- e. Meet the Project description outlined in Attachment B.

4. Project Payment.

Upon successful completion of the Project as described in Attachment B, Grantee is awarded **\$12,000** in CLG Grant funds. Grantee agrees to contribute cash or donated services to the Project in the minimum total of **\$12,000** or 50% of eligible Project costs, whichever is less. Upon SHPO's verification of successful completion of the Project by Grantee, Grantee may submit a request for reimbursement by SHPO. With prior approval from SHPO, Grantee may request partial reimbursement from SHPO after the completion and acceptance by SHPO of each completed milestone activity for the Project, as agreed to by SHPO and Grantee. All bills submitted must include supporting fiscal documentation detailing the federal and non-federal share of Project costs. Reimbursements will be made by SHPO for expended funds only. Grantee's final request for reimbursement shall include a comparison of completed activities and budget to those in the approved Project Budget. Grantee agrees to maintain all financial and administrative documents and records pertaining to the full Period of Performance of this grant as described in Section 2 of this agreement for a period of not less than five (5) years after completion of the Project.

5. Procurement of Personnel and Services.

- a. Grantee shall comply with the United States Office of Management and Budget Guidance Property Standards Rules, 2 C.F.R. §§ 200.310 through 200.327, and any amendments thereto, for soliciting supplies, equipment and other services. At a minimum, all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with the requirements of 2 C.F.R. §§ 200.310 through 200.327, and any amendments thereto. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall include, at a minimum, the following procedural requirements:
 - i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured. When necessary, descriptions shall set forth those minimum essential characteristics and standards necessary to satisfy its intended use. Detailed product specifications should be avoided, if possible. When a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equal" description may be used as a means to

define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met shall be clearly stated.

- ii. Clearly set forth all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of the Project.
 - iii. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
 - iv. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. If formal advertising does not result in any acceptable bids, Grantee or subgrantee may negotiate with any available contractor, including the contractor who produced the bid requirements.
- b. Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; or (4) noncompetitive negotiation. Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to SHPO to evidence compliance with federal procurement requirements prior to disbursement of funds;
 - c. Grantee shall include all of the of the terms and conditions of Attachment D ("Required Conditions for CLG Subagreements") of this agreement in any and all agreements between Grantee and any consult or contractor.

6. Project Supervision.

Grantee agrees to ensure that work performed related to the Project conforms to Attachments B and C, to all appropriate guidance documents from SHPO, and to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 Fed. Reg. 44,716 (Sept. 29, 1983), available at <https://www.nps.gov/subjects/historicpreservation/standards.htm>.

7. Interim Reports and Requests for Reimbursement.

Grantee shall submit to SHPO interim fiscal and programmatic reports in compliance with the schedule set forth in the SHPO, Idaho State Historical Society, Idaho Certified Local Government Grant Manual, available at: <https://history.idaho.gov/clg/>. Reimbursement requests can be made for federal funds at the completion of the Project. Within thirty (30) days after the completion of the Project, 100% of the federal grant award must be requested. Grantee shall contact SHPO immediately in writing if any situation arises that will affect the

timely or successful completion of this Project.

8. Indemnification.

To the extent not prohibited by Idaho law, Grantee shall indemnify, defend, and save harmless the State of Idaho, SHPO, and the Idaho State Historical Society, its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of the negligent acts or omissions of Grantee in the performance, act or omission of any term of this Agreement.

9. Amendment.

This Agreement shall not be amended without the parties' prior written agreement. Any major alterations, increases, or decreases in the Project or any changes to the Project Budget must be submitted in writing for review and approval to SHPO at least 30 days in advance of the proposed Project commencement date and in accordance with the requirements detailed in the SHPO, Idaho State Historical Society, Idaho Certified Local Government Grant Manual, available at: <https://history.idaho.gov/clg/>. SHPO will endeavor to respond to requests for review and approval in writing within 15 days of receipt.

10. Attachments.

All attachments referenced herein and attached hereto are incorporated into the terms of this Agreement.

11. Termination.

This Agreement may be terminated by either party upon fifteen (15) days' prior written notice. Should this Agreement be terminated by SHPO, except for reasons of non-compliance by Grantee, SHPO will reimburse Grantee for up to 100% of the eligible costs incurred up to the termination date. Should this Agreement be terminated by Grantee, SHPO, at its sole and absolute discretion, may reimburse Grantee for up to 100% of the eligible costs incurred prior to the termination date, or may require Grantee to return any or all federal funds transferred to Grantee prior to the termination date, depending upon the circumstances of the termination.

12. Special Conditions.

The Idaho State Historical Society reserves the right to include any additional special conditions on this Agreement as outlined below:

- a. Meridian shall provide a copy of any Request for Proposal or other solicitation for consultant services for review and approval by the Idaho State Historic Preservation Office;
- b. Meridian shall provide the Idaho State Historic Preservation Office a copy of an executed contract with a contractor for completion the Meridian Historic Preservation Plan project prior to any work being done, said contractor meeting the Secretary of the Interior’s Professional Qualification Standards: Federal Register Vol. 62, No. 119, p. 33719, 1997 (36 CFR part 61) in at least one (1) of the following fields: Architectural History; Historic Architecture; Historic Preservation; Historic Preservation Planning; or History;
- c. All drafts of the HP Plan shall be submitted to SHPO staff in Word format (no PDFs);
- d. The Meridian Historic Preservation Plan must include an acknowledgement of the National Park Service, as outlined in the Idaho Certified Local Government Grant Manual;
- e. Meridian shall submit an in-progress draft of the HP Plan to SHPO staff on or before 31 January 2026 for review and comment; and
- f. Meridian shall submit a completed draft of the HP Plan to SHPO staff on or before 31 May 2026 for final review and approval.

IDAHO STATE HISTORICAL SOCIETY:

 Janet Gallimore, Executive Director
 Idaho State Historical Society
 Idaho State Historic Preservation Officer

Date

GRANTEE: City of Meridian

Name

Date

Print: _____

Title: _____

Authorized Representative for Grantee

ATTACHMENT A: APPLICATION



**Idaho State Historic Preservation Office
Certified Local Government Subgrant Application
FY2024**

Application Coversheet

Applicant/Local Government

Name: Meridian Historic Preservation Commission (MHPC)
Address: 33 East Broadway Ave.
Address: Meridian, Idaho 83642
Telephone: _____
UEI No.: 028-451-367

City/County Staff Contact

Name: Cassandra Schiffler, Meridian Arts and Culture Coordinator
Address: 33 E Broadway Ave. Ste. 206
Address: Meridian, Idaho 83642
Telephone: _____
E-mail: _____

Grant Coordinator (if different from City/County Staff Contact)

Name: _____
Address: _____
Address: _____
Telephone: _____
E-mail: _____

Budget Summary

Total CLG Grant request: \$15,000
Total Matching share: \$12,500
Total cost of all project(s): \$27,500
Source(s) of match: \$2,500 MHPC cash; \$10,000 in kind staff/volunteer hours
Please provide a more detailed budget breakdown on the attached budget form.

Authorization

The undersigned certifies that he/she is authorized to apply for this subgrant on behalf of the local government, to commit local matching funds to the project, and to enter into a contract if the subgrant is awarded.

Signature: 
City/County Chief Elected Official's signature

Date: 12/6/23

Print: Robert Simison
Title: City of Meridian, Mayor

Part A: Proposed Project

Project Description

Complete a separate Part A: Project Description for **each** proposed project. Please state the objectives, the work to be performed, how the project relates to the goals set forth in the Idaho State Historic Preservation Plan, how the project relates to any local goals or objectives, and how the project will meet the Secretary of the Interior's Standards.

The Meridian Historic Preservation Commission (MHPC) wishes to create an updated Historic Preservation Plan for the City of Meridian.

The City of Meridian has experienced tremendous growth and is now the second largest city in Idaho. In times of rapid growth, historic sites and buildings can often be neglected or demolished. It is important that the history of Meridian continues to be responsibly preserved and protected. The City of Meridian's Comprehensive Plan supports creative opportunities which allow historic resources to remain in active and productive use while maintaining their historic character. Towards that goal, the city has a Historic Preservation Plan. The current Plan was crafted in 2014. As it is coming up on the ten-year-old mark, and as recommended by SHPO, it is now an advantageous time to update the plan and make it more robust.

To accomplish this goal, the MHPC plans to contract with a professional historic research consultant who is trained and experienced in this area. The consultant will work with the City and the Historic Preservation Commission to deliver a complete Historic Preservation Plan that meets all requirements, is within the budget, and is delivered in the agreed to time period. Once those goals are accomplished, the project will be complete.

This project is in direct alignment with the Idaho State Historic Preservation Plan's stated goals. The Plan will create a local preservation plan to help ensure that Meridian decision makers and the general public are informed and knowledgeable about historic preservation issues, practices, and opportunities; it will create an opportunity for people to take an active role in historic preservation efforts; it will help efforts to transition into the 21st century through current best practices and technologies, and it will provide the financial support to ensure historic preservation efforts locally. This plan will follow the Secretary of the Interior's Standards and Guidelines for historic preservation, and will fulfill the MHPC's mission to to preserve the character and fabric of historically-significant areas and structures within the City of Meridian to honor and preserve its rich heritage for future generations.

Final Products

CLG grant projects should result in a tangible product. Provide a detailed and specific list of the expected final products. Typical products include but are not limited to survey reports and forms; published document (e.g. walking tour guide); a National Register nomination; or similar. In some cases, the product may be an activity like a lecture or workshop. A short narrative describing the event must be submitted to the SHPO at the completion of the project. The narrative will describe the number of people attending, who composed the audience, and whether the project was carried out according to the proposal.

The final product of this project is an updated Historic Preservation Plan for the City of Meridian. The final plan will include, at a minimum: an introduction; a history of Meridian; an overview of relevant regulations, codes, laws; an overview of the National Register of Historic Places and a list of locally recognized sites; an overview of the CLG program; a SWOT analysis; a recommendation for Vision, Goals, Objectives, and Strategies for future preservation efforts; an implementation plan; and a community input survey. The plan would be presented and recommended to City Council to approve and adopt.

The MHPC is currently working on an RFP for the plan, and a current version of the draft RFP is attached to this grant.

Project: Historic Preservation Plan for the City of Meridian

Applicant: Meridian HPC

Timetable

Provide an anticipated timetable for carrying out the proposed project. Include significant milestones such as project commencement, issuing of RFPs, public engagement events, any necessary approvals, and projected completion.

March 2024- SHPO notifies applicants of grants awarded or not awarded

April 2024 - RFP for Historic Research Consultant to complete a Meridian Historic Preservation Plan issued

May 2024 - HPC reviews RFP applications, selects historic research consultant

June 2024 - contract negotiated with consultant

September 1, 2024: Project Start date: dependent on SHPO receiving its notice of funding from the National Park Service

September 2024 - July 2025: consultant to create updated Meridian Historic Preservation Plan, monthly in-progress reports will be sent to MHPC. Completed first draft due by July 1, 2025

August 2025: HPC review of draft

September 2025: HPC shall submit a final copy of the Historic Preservation Plan to SHPO

(*September 1, 2026 Final projects and reimbursement request due, as per SHPO guidelines)

Key Staff/Personnel

Provide a list of the key staff or personnel who will be involved in the proposed project, including a brief description of the roles and responsibilities for each member. Any anticipated subcontractors to be hired can simply be identified as such (e.g. - "consultant," "architect," "building contractor," et cetera).

Cassandra Schiffler, Meridian Arts and Culture Coordinator: City Staff - coordinate and manage contracting, marketing, logistics, documentation, ensure all deliverables are met

Meridian Historic Preservation Commission: review and approve work completed by consultant, assist consultant with any volunteer tasks as needed for plan

Patrick Gittings, Meridian Historic Preservation Commissioner: Lead Project Manager for HPC

Historic Research Consultant: research, write, and complete the Historic Preservation Plan

Brian McClure, City of Meridian Long Range Planner: Review plan and answer any questions from the Historic Research Consultant

Attachments (Surveys, A&D, reprinting)

Attach any additional documents in support of this project application. Note: some project types have **required** attachments; please refer to Chapter VII of the Idaho CLG Grants Manual for details on these requirements.

Have you included any/all attachments for the project?

Yes

No

Project: Historic Preservation Plan for the City of Meridian

Applicant: Meridian HPC

Part B: Project Budget

Applicant: Meridian HPC

Project: Historic Preservation Plan for the City of Meridian

Provide a breakdown of the budget items for this specific project. Include hourly or daily rates for professional fees, costs for specific project items, and any associated travel costs. For any cash matches from the Applicant, please include the source of the matching money (e.g. – CDBG, Idaho Heritage Trust, private donation, et cetera).

| Item | Federal Share | Local Match | | Total |
|--------------------------------------------------|---------------|--------------|---------|--------------|
| | | Cash | In-Kind | |
| Cash match from Meridian HPC budget | | 2500 | | 2500 |
| Estimated volunteer time from HPC commissioners | | | 3000 | 3000 |
| Estimated City Staff administrative support time | | | 7000 | 7000 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
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| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| Subtotals | | 2500 | 10000 | |
| Totals | 0 | 12500 | | 12500 |

Meridian Historic Preservation Plan RFP

Draft

1. Introduction

The City of Meridian has experienced tremendous growth and is now the second largest city in Idaho. In times of rapid growth historic sites and buildings can often be neglected or demolished. It is paramount that the history of Meridian continues to be responsibly preserved, protected, and experienced, not just remembered. The City of Meridian's Comprehensive Plan supports creative opportunities which allow historic resources to remain in active and productive use while maintaining their historic character. Towards that goal, the city has a Historic Preservation Plan. The current Plan was crafted in 2014. As it is coming up on the ten-year-old mark it is advantageous to update the plan and make it more robust.

2. Project Description

The city wishes to update the existing Meridian Historic Preservation Plan 2014. The new plan will be effective for 10 years and meet the requirements of the Certified Local Government Program (CLG) as well as other requirements. To accomplish this goal, the city plans to contract with a professional consultant who is trained and experienced in this area.

The consultant will work with the city and the Historic Preservation Commission to deliver a complete Historic Preservation Plan that meets all requirements, is within the budget, and is delivered in the agreed to time period. Once those goals are accomplished, the project will be complete.

3. Project Schedule and Deliverables

The project schedule and deliverables are established by the CLG Grant Program agreement between the City and SHPO. This agreement requires:

| Deliverable | Description/Comment |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Historic Preservation Plan | The consultant will work with the city and the HPC to deliver a complete Historic Preservation Plan per requirements. |
| Monthly progress reports | The consultant will provide HPC with monthly updates including progress against requirements. |
| Schedule | <ul style="list-style-type: none">● <i>The Consultant will begin work on or before September 1, 2024.</i>● <i>The Consultant shall submit a draft of the [Historic Preservation Plan] to HPC on or before July 1, 2025, for review and comment;</i>● <i>The City of Meridian shall submit a final copy of the [Historic Preservation Plan] to SHPO staff on or before September 30, 2025.</i> |
| All related project artifacts | The consultant may produce documents or data related to this project which shall become the property of the city. |
| Summary of all project work products | At the end of the project, the consultant will present a summary report of all work completed to the Historic Preservation Commission. |

Meridian Historic Preservation Plan RFP

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4. Project Area

The project area for the project shall include the City of Meridian, and its area of impact. An area of interest shall also include the Old Town district of the city.

5. Staffing and Budget

The city anticipates an approximately 12-month timeline and a consultant project budget of \$17,500, not including printing cost or in-kind volunteer and staff hours. Per the agreement between the City and SHPO, the financial breakdown of the consultant budget is as follows:

CLG grant: \$15,000
Local cash match: \$ 2,500
Consultant Budget: \$17,500

The consultant budget includes all tasks in the scope of work, deliverables, and consultant travel. The selected consultant will conduct activities identified under the tasks listed below and ultimately produce the preservation plan.

The City is the ultimate client of the consultant. The funding is provided by SHPO's CLG Grant Program, and primary oversight will be provided by the Historic Preservation Commission and City Staff.

Key staff and personnel in this project include:

Meridian Arts and Culture Coordinator: coordinate and manage contracting, marketing, logistics, documentation, ensure all deliverables are met

Meridian Historic Preservation Commission: review and approve work completed by consultant, assist consultant with any volunteer tasks as needed for plan

City of Meridian Long-range Planning: Review plan and answer any questions from the Historic Research Consultant

Historic Research Consultant: research, write, and complete the Historic Preservation Plan

6. Scope of Services

The Historic Preservation Plan shall include:

- I. Introduction – The Purpose of the Preservation Plan
 - a. Meridian's rich history and its contribution to the community
 - b. The importance of historic preservation in maintaining Meridian's character
 - c. The need for an historic preservation plan
- II. Regulations, Programs & Management
 - a. The National Historic Preservation Act of 1966
 - b. Federal government's responsibility to protect historic resources
 - c. Partnership with states, tribes, and local governments

Meridian Historic Preservation Plan RFP

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- III. National Register of Historic Places
 - a. Recognition of historic properties
 - b. Listing on the National Register
- IV. Certified Local Government Program
 - a. Partnership between local, state, and national governments
 - b. Assistance for local historic preservation efforts
- V. History of Meridian
 - a. Settlement and development linked to irrigation
 - b. Establishment of canals and irrigation districts
 - c. Growth of agriculture, fruit orchards, and dairy industry
 - d. Meridian's history with minority groups such as Chinese, Hispanic, and Indigenous populations.
 - e. Transition from rural center to urban community
- VI. Historic Preservation Accomplishments
 - a. Establishment of the Historic Preservation Commission
 - b. Meridian's designation as an Idaho Heritage City
 - c. Certified Local Government status
 - d. Historic resources surveys and documentation
 - e. Use of maps, charts, tables, photographs, and illustrations
- VII. Public Survey and Community Outreach
 - a. Summary of issues and concerns from the public, qualified experts, the HPC, County and City government boards, and Idaho SHPO.
- VIII. Current Historic Preservation Tools and Conditions; SWOT analysis
- IX. Vision, Goals, Objective, and Strategies for future preservation efforts
 - a. Investigate current incentive programs in the City of Meridian and other cities.
 - b. Recommendations for Historic Preservation Districts in Meridian
 - c. Recommendations for educational programs to expand the public's awareness of historic preservation.
- X. Implementation Plan with priorities and resources
- XI. Reference information
- XII. Maps and surveys
- XIII. Survey of National Register of Historic Places Nomination Forms
- XIV. Historic Sites Inventory

7. Required Activities

Research the City of Meridian's current municipal code, zoning regulations, building code, ordinances, design review guidelines and standards, policies, and programs regarding historic preservation. Make recommendations for additions and improvements. Perform a thorough SWOT analysis.

Explore new policies and regulations that will maintain historic neighborhoods as livable, affordable communities.

Research the step-by-step process for restoring a historic building in Meridian.

Meridian Historic Preservation Plan RFP

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Develop recommendations so that the City of Meridian is helping, not hindering the process of preservation and restoration of buildings and sites.

Investigate current incentive programs in the City of Meridian and other cities. Make recommendations about tax incentives, grant programs, and other financial incentives available to maintain and rehabilitate historic structures

Research the process that building owners must go through to restore a historic building. Talk to owners of historic properties to ensure the process is working.

TAG has identified two areas that are potentially eligible for the national historic register. The report should be documented, with recommendations on next steps.

Survey community and other interested stakeholders to ascertain interest in historic preservation.

Develop a step-by-step process for owners of historic buildings. Create an awareness program.

Make recommendations for incentivizing preservation instead of demolition, and develop a realistic, integrated workflow to implement within or modifying the existing development review process.

Interview building owners who preserved or restored a building in the city of Meridian and make recommendations.

8. Contract Type

The selected proposer(s) will be required to execute a professional services agreement with the City of Meridian that includes a not-to-exceed cost. Terms will be negotiated with the successful consultant. The contract period for the services contemplated by this RFP is expected to be through September 30, 2025. The terms of the contract shall commence upon the awarding of the contract. The successful consultant will be required to provide general liability insurance.

9. Qualifications and Evaluation

The selected consultant must meet the minimum qualifications in at least one of the following fields as outlined in the draft revisions to the Secretary of the Interior's Historic Preservation Professional Qualification Standards that were published in 1997 (also referred to as Notice 1997). Additionally, the grant agreement between the City of Meridian and SHPO specifies that a professional in one of the following professions must be selected to prepare the Historic Preservation Plan for Meridian. *Special preference will be given to Historic Preservation Planners.*

- Architectural History
- Historic Architecture
- Historic Preservation Planning
- Historic Preservation
- History

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Standard for Architectural Historian

(a) The applicant, an employee, consultant, or advisor will have a graduate degree in Architectural History or a closely related field of study (see Academic Background for Architectural History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Architectural Historians);

or

(b) An undergraduate degree in Architectural History or a closely related field of study (see Academic Background for Architectural History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians).

Standard for Historical Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Architecture, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or

(b) A Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Background for Historic Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or

(c) A Bachelors of Architecture degree with at least one year of graduate study in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Experience for Historic Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and

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products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects).

Standard for Historic Preservation Planner

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized certification or license in Land-use Planning, plus, minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or* * *.

(b) A graduate degree in Planning with demonstrable course work in Historic Preservation, or a graduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation Planning), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or* * *.

(c) An undergraduate degree in Planning with demonstrable course work in Historic Preservation or an undergraduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation Planning), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner).

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Standard for Historic Preservationist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists); or * * *.

(b) An undergraduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists).

Standard for Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians); or* * *

(b) An undergraduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians).

See full details in the proposed Professional Qualification Standards document (Notice 1997), which is available online at: <https://www.ncptt.nps.gov/articles/c2a/soi-professional-qualification-standards/>

It is important to note that, as per the definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

Meridian Historic Preservation Plan RFP

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10. Evaluation and Selection

Proposals should demonstrate a clear understanding of the project and provide a summary of the team's qualifications, examples of successful projects, and proposed deliverables. Proposals should not exceed 20 pages and must include the following items:

1. Provide a cover letter, including a brief history of your firm, key personnel, and background experience, as well as a narrative addressing your interest in the project and your understanding of the anticipated work identified in this proposal. **(20 points)**
2. Please provide a detailed scope of work incorporating the tasks identified in the RFP, as well as a timeline for deliverables. **(20 points)**
3. Provide a detailed resume for all individual professionals you will have available for this project, if selected - including education, expertise, and experience. Please identify any partners, consultants or sub-contractors. **(20 points)**
4. Please list relevant and similar studies you have completed. Include the following:
 - . Project description
 - a. Conclusions and recommendations
 - b. Start and completion dates
 - c. Names of project personnel involved
 - d. Project owner contacts – name, title and current phone numbers **(20 points)**
5. Please provide three (3) references from recent historic preservation planning engagements of similar size and scope, with name, title and current contact information. **(10 points)**
6. Please provide an itemized budget not to exceed \$17,500. **(10 points)**

The Historic Preservation Plan Subcommittee of the HPC and City Staff will perform the RFP evaluation.

11. Directions for Submission

To be completed by Purchasing. Applicants will submit via BONFIRE application.

ATTACHMENT B: PROJECT DESCRIPTION

The following Projects have been approved for Idaho Certified Local Government Grant funding for FY24:

Project #1: Historic Preservation Plan

**ATTACHMENT C:
PROJECT BUDGET(S)**

Project #1: Historic Preservation Plan

| ITEM | FEDERAL \$ | LOCAL \$ | TOTAL \$ |
|-----------------|-------------------|-----------------|-----------------|
| Consultant Fees | 12,000 | 2500 | 14,500 |
| In Kind Match | | 10,000 | 10,000 |
| TOTAL | \$12,000 | \$12,500 | \$24,500 |

**ATTACHMENT D:
REQUIRED CONDITIONS FOR CLG SUBAGREEMENTS**

The following conditions must be included in any subagreement between the Certified Local Government and any consultant or contractor:

1. Consultant shall complete all work related to this project in accordance with the most recent version(s) of all applicable United States Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;
2. All billable costs from the Consultant for reimbursement to the Certified Local Government shall be allowable under the most recent version of the United States National Park Service Historic Preservation Grants Manual;
3. Consultant shall complete all work related to this project in accordance with the most recent version(s) of all applicable guidance documents from the Idaho State Historic Preservation Office, including, but not limited to: Consulting with the Idaho SHPO; IHSI Manual of Instruction for Data Entry; ASI Manual of Instruction for Data Entry; the Idaho Certified Local Government Grants Manual; and any other appropriate guidance documents as identified by the Idaho State Historic Preservation Office;
4. Consultant shall complete all work related to the project in accordance with the Grant Agreement between the Certified Local Government and the Idaho State Historic Preservation Office;
5. Consultant shall make all revisions or modifications to submitted project materials as required by the Idaho State Historic Preservation Office.



AGENDA ITEM

ITEM TOPIC: Nondisclosure and Confidentiality Agreement between the City of Meridian and Idaho Power Company



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Emily Kane, Deputy City Attorney **Meeting Date:** August 27, 2024
Presenter: Brian McClure, Long Range Planning **Estimated Time:** 0.5 minutes
Supervisor
Topic: Nondisclosure and Confidentiality Agreement with Idaho Power Company

Recommended Council Action:

Council please approve and Mayor please sign the agreement.

Background:

The City seeks GIS data owned by Idaho Power Company pertaining to the Eastern Treasure Valley Electrical Plan, including existing transmission lines (138-500kV), all of the preferred and alternate 138 and 230 kV lines, and the existing, preferred, and alternate source and distribution substations. for City of Meridian internal planning purposes. This agreement establishes terms and conditions of the transfer of the data, and governs public disclosure of the data to the extent that data shared with City by IPC may include non-public, confidential, or proprietary in nature.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into to be effective as of the 11th day of July, 2024 (“Effective Date”) between the **City of Meridian, Idaho** (“Recipient”), in favor of **Idaho Power Company** (“IPC”).

BACKGROUND

In connection with GIS data owned by IPC pertaining to the Eastern Treasure Valley Electrical Plan, 2023-24 Update, including existing transmission lines (138-500kV), all of the preferred and alternate 138 and 230 kV lines, and the existing, preferred, and alternate source and distribution substations for City of Meridian internal planning purposes only (the “Purpose”), Recipient desires to receive certain information from IPC that is non-public, confidential, or proprietary in nature.

Some or all of the non-public, confidential, or proprietary information IPC may disclose may contain non-public information about IPC’s transmission or generation system that may be considered CEII (as defined below). IPC generally does not make such information available, consistent with certain regulatory and security requirements.

IPC desires to disclose such non-public, confidential, or proprietary information to the Recipient, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual obligations and undertakings in this Agreement, the sufficiency of which is acknowledged, IPC and Recipient agree as follows:

1. **Confidential Information.** Except as set forth in Section 2 below, “**Confidential Information**” means:
 - (a) All non-public, confidential, or proprietary information disclosed by IPC to Recipient or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, shareholders, agents, attorneys, accountants or advisors (collectively, “Representatives”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (in such cases where not so marked or designated, where it would reasonably be expected in the industry that such information would be deemed confidential), which may include (i) all information concerning IPC’s and its affiliates’, and their customers’, suppliers’ and other third parties’ past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (ii) IPC’s unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (iii) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (iv) any third-party confidential information included with, or incorporated in, any information provided by IPC to Recipient or its Representatives; and (v) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the “Notes”) prepared by or for Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing; and
 - (b) All Critical Energy/Electric Infrastructure Information (“CEII”), as defined by the Code of Federal Regulations, Title 18, Section 388. CEII includes both Critical Energy Infrastructure Information and Critical Electric Infrastructure Information. As used in this Agreement, Critical Energy Infrastructure Information means specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates to detail about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and (iv) does not simply give the general location of the critical infrastructure. As used in this Agreement, Critical Electric Infrastructure Information means information related to critical electric infrastructure, or proposed

critical electrical infrastructure, generated by or provided to the Federal Energy Regulatory Commission (“FERC”) or other Federal agency other than classified national security information, that is designated as critical electric infrastructure information by FERC or the Secretary of the Department of Energy pursuant to section 215A(d) of the Federal Power Act.

CEII includes but is not limited to: transmission conductor details, transmission structure design details, planned or expected transmission outages critical to the power system, substation design details, control center locations or design details, power plant facility design details, geographic coordinates more specific than line routes and natural gas line locations or design details.

2. **Exclusions from Confidential Information.** Except as required by applicable federal, state or local law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that:
 - (a) At the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by Recipient or any of its Representatives;
 - (b) At the time of disclosure is, or thereafter becomes, available to Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Recipient by a legal, fiduciary or contractual obligation to IPC;
 - (c) Was known by or in the possession of Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of IPC pursuant to this Agreement; or
 - (d) Was or is independently developed by Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of IPC’s Confidential Information.
3. **Recipient Obligations.** Recipient shall:
 - (a) Protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - (b) Not use IPC’s Confidential Information, or permit it to be accessed or used, for any purpose other than directly for the review and verification of the Purpose;
 - (c) Not disclose any such Confidential Information to any person or entity, except to Recipient’s Representatives to the extent such Representatives (i) need to know the Confidential Information to assist Recipient, or act on its behalf, to review and verify the Purpose or to exercise its rights under the Agreement; (ii) are informed by Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement;
 - (d) Promptly notify IPC of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by Recipient or its Representatives of which Recipient has knowledge;
 - (e) Fully cooperate with IPC in any effort undertaken by IPC to enforce its rights related to any such unauthorized disclosure; and
 - (f) Be responsible for any breach of this Agreement caused by any of its Representatives.
4. **Additional Confidentiality Obligations.** Except as otherwise permitted by this Agreement or required by applicable federal, state or local law or regulation, Recipient shall not, nor permit any of its Representatives to, disclose to any person:
 - (a) That the Confidential Information has been made available to Recipient or its Representatives, or that it has inspected any portion of the Confidential Information;
 - (b) That discussions or negotiations may be, or are, underway between IPC and Recipient regarding the Confidential Information or the Purpose, including the status thereof; or

- (c) Any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

5. **Recipient Representations and Warranties.** Recipient represents and warrants that:
- (a) It will comply, and will require its Representatives to comply, with all applicable federal, state and local laws and regulations, including without limitation, all data protection laws and regulations in the maintenance, disclosure and use of all Personal Information contained in any Confidential Information that is disclosed to Recipient or its Representatives. For purposes of this Agreement, "**Personal Information**" means information that: (i) relates to an individual person and; (ii) identifies or can be used to identify, locate or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual;
 - (b) The performance of its obligations herein does not and will not violate any other contract or obligation to which Recipient is a party, including covenants not to compete and confidentiality agreements;
 - (c) It is not legally or contractually prohibited from: (i) discussing a potential relationship with IPC; (ii) receiving information about a potential relationship with IPC; or (iii) entering into a principal agreement with IPC; and
 - (d) It has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in Recipient's or its Representatives' possession or control.
6. **Required Disclosure.** Any disclosure by Recipient or its Representatives of any of IPC's Confidential Information pursuant to (i) applicable federal, state or local law or regulation, (ii) a valid order or other legally supported data request issued by a court or governmental agency, or (iii) a valid discovery or data request submitted by a party to a court or governmental proceeding (each of the foregoing, a "**Legal Order**"), shall be subject to the terms of this Section 6 (Required Disclosure). Prior to making any such disclosure, Recipient shall provide IPC with:
- (a) To the extent reasonably possible and not prohibited by law, prompt written notice of such requirement so that IPC may seek, at its sole cost and expense, a protective order, confidential submission treatment, or other remedy; and
 - (b) Reasonable assistance, at IPC's sole cost and expense, in opposing such disclosure or seeking a protective order, confidential submission treatment, or other limitations on disclosure.
- If, after providing such notice and assistance, Recipient remains subject to a Legal Order to disclose any Confidential Information, Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which such Legal Order specifically requires Recipient to disclose and shall take all authorized measures to submit the Confidential Information in confidential or restricted form. Recipient shall not be in breach of this Agreement or liable to IPC for any disclosure made pursuant to this Section 6 (Required Disclosure).
7. **No Transfer of Rights, Title or Interest.** IPC hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Recipient or any of its Representatives.
8. **Return or Destruction of Confidential Information.** At any time during or after the duration of the Disclosure Period (defined in Section 1.1) under this Agreement, upon the written request of IPC, and within five (5) business days of the request, Recipient and its Representatives shall promptly return to IPC all copies, whether in written, electronic or other form or media, of IPC's Confidential Information, or, in the sole discretion of IPC, destroy all such copies and certify in writing to IPC that such Confidential Information has been destroyed; provided, however, that Recipient may keep copies of the Confidential Information solely for legal compliance, systematic backup or archival purposes, and will hold such copies subject to the terms of this Agreement. In addition, Recipient shall also destroy all copies of any Notes created by Recipient or its Representatives and certify in writing to IPC that such copies have been destroyed; provided, however, that Recipient may keep copies of the Notes solely for legal compliance, systematic backup or archival purposes, and will hold such copies subject to the terms of this Agreement.
9. **Injunctive Relief.** Recipient acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Agreement by Recipient or its Representatives. Recipient therefore agrees that IPC will have the right, in addition to its other rights and remedies available at law (which IPC does not waive by the exercise of any rights hereunder), to seek

and obtain specific performance and injunctive and other relief as a remedy against Recipient and its Representatives for any violation or threatened breach of this Agreement, and Recipient hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

10. **No Representations or Warranties.** By providing the Confidential Information hereunder, neither IPC nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to Recipient hereunder. Neither IPC nor any of its Representatives shall be liable to Recipient or any of its Representatives relating to or resulting from Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
11. **Duration of Disclosure Period; Survival of Obligations.** This Agreement governs disclosures of Confidential Information by IPC for a period of three years from the Effective Date ("**Disclosure Period**"). Notwithstanding, and regardless that the Confidential Information may have been returned or copies destroyed prior to the expiration of the Disclosure Period, the obligations of confidentiality and nondisclosure imposed by this Agreement shall survive any termination or expiration of the Disclosure Period and shall be in effect in perpetuity.
12. Intentionally Deleted.
13. **Attorney Fees.** In the event that IPC institutes any legal suit, action or proceeding, against Recipient to enforce the covenants contained in this Agreement, IPC shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by IPC in conducting the suit, action or proceeding, including reasonable and actual attorneys' fees and expenses and court costs.
14. **No Other Obligation.** Recipient agrees that:
 - (a) This Agreement does not require or compel IPC to disclose any Confidential Information to Recipient; and
 - (b) IPC shall not be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein; and
 - (c) This Agreement does not create a joint venture, partnership or any other formal or informal business relationship or entity of any kind.
15. **Cumulative Obligations.** Recipient's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to IPC, whether express or implied, in fact or in law.
16. **Waivers.** No waiver by IPC of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by IPC. No waiver by IPC shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
17. **No Assignment.** Recipient may not assign all or any part of this Agreement, by operation of law or otherwise, without IPC's prior written consent, which consent shall not be unreasonably withheld or denied. This Agreement shall be binding on and inure to the benefit of Recipient's successors and assigns.
18. **Governing Law, Etc.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Idaho, without reference to its choice of law rules, and may be executed in several counterparts. The exclusive venue of any action shall be Ada County, Idaho. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law.

19. **No Waiver of Privilege.** Unless agreed upon in writing by IPC, IPC does not intend to waive the attorney-client, attorney work product, or other applicable privilege of IPC or any of its subsidiaries, affiliates, or joint ventures ("Privilege") by providing any information subject to a Privilege. Accordingly, Recipient agrees that a production to Recipient by IPC of Confidential Information protected by a Privilege shall not constitute a waiver of any such Privilege by IPC, and Recipient agrees that, upon request by IPC, Recipient will immediately return and/or destroy such inadvertently produced information.
20. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given:
- (a) When delivered by hand (with written confirmation of receipt);
 - (b) When received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
 - (c) On the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the Recipient, and on the next business day if sent after normal business hours of the Recipient; or
 - (d) On the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or to such other address that may be designated by IPC or Recipient from time to time in accordance with this Section):

Idaho Power Company

Attention: Enterprise Contracting
1221 W. Idaho St.
Boise, ID USA 83702

City Of Meridian, Idaho

33 E. Broadway Ave.
Meridian, Idaho 83642

21. **Entire Agreement and Amendment.** This Agreement expresses the entire agreement with respect to the disclosure, delivery and use of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements, whether written or oral, express or implied, with respect to such subject matter. This Agreement may not be modified except by a writing duly signed by both Recipient and IPC.

AGREED AND ACCEPTED to be effective as of the Effective Date.

CITY OF MERIDIAN, IDAHO

By: _____

Name: Robert E. Simison

Title: Mayor



AGENDA ITEM

ITEM TOPIC: License Agreement with Valley Regional Transit for Use of Parking Stalls



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Emily Kane, Deputy City Attorney **Meeting Date:** August 27, 2024
Presenter: David Miles, Chief of Staff **Estimated Time:** 0.5 minutes
Topic: License Agreement with Valley Regional Transit for Use of Parking Stalls

Recommended Council Action:

Council please approve and Mayor please sign the agreement.

Background:

VRT is in need of an area to park vehicles temporarily, and City has four (4) parking stalls that it can make temporarily available for this purpose at 489 N. Meridian Road. This agreement establishes terms and conditions of VRT's use of these stalls.

**LICENSE AGREEMENT WITH VALLEY REGIONAL TRANSIT
FOR USE OF PARKING STALLS**

This LICENSE AGREEMENT WITH VALLEY REGIONAL TRANSIT FOR USE OF PARKING STALLS (“Agreement”) is made and entered into this 27 day of August, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Valley Regional Transit, a regional public transportation authority organized under the laws of the State of Idaho (“VRT”).

WHEREAS, City owns property and facilities, including garages, at 489 N. Meridian Road, in Meridian, Idaho, Ada County parcel no. R8342000355 (“Property”);

WHEREAS, VRT is in need of an area to park vehicles temporarily, and City has four (4) parking stalls at the Property that it is willing to allow VRT to use temporarily;

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, City and VRT agree as follows:

- I. License granted.** City, for and in consideration of the covenants and conditions set forth in this Agreement, and agreed to be kept and performed by VRT, does hereby provide to VRT a license to use the four (4) parking stalls on the Property, as identified on *Exhibit A* hereto, for the purpose of temporarily parking and accessing four (4) passenger vans. The portion of the Property utilized for this purpose shall be referenced hereinafter as “Licensed Area.” VRT shall not use the Licensed Area for any other purpose without the express written consent of City.
- II. Term.** The term of this Agreement shall be deemed to have commenced on the Effective Date and shall terminate on October 31, 2024, unless earlier terminated by either Party by the method established herein.
- III. Day-to-day communication.**
 - A. Primary Source of Contact for VRT.** VRT shall provide City the name, e-mail address, and office and mobile telephone numbers of specific personnel (“VRT Contact”) who shall serve as VRT’s primary contact between VRT and City for all day-to-day matters regarding VRT’s use of Licensed Area.
 - B. Primary Source of Contact for City.** City shall provide VRT the name, e-mail address, and office and mobile telephone numbers of specific City personnel (“City Contact”) who shall serve as City’s primary contact between City and VRT for all day-to-day matters regarding VRT’s use of Licensed Area.

- IV. Rights and responsibilities of VRT.** With regard to VRT's use and occupancy of the Licensed Area under this Agreement, VRT shall be responsible for each and all of the following.
- A. **Gate security.** The gate to the Property may be open and unlocked between 8:00 a.m. and 5:00 p.m., Monday through Friday, and closed and locked at all other times. VRT shall close and lock the gate each time it or its agents, employees, guests or invitees enter or leave the Property before 8:00 a.m. or after 5:00 p.m., Monday through Friday, or at any time on Saturday or Sunday. VRT Contact shall obtain the gate code from the City Contact.
 - B. **Good repair.** VRT shall be solely responsible for ensuring that its use of Property does not damage or interfere with or degrade City's facilities or operations, or present any threat to the health and safety of VRT's invitees and volunteers, or that of the public.
 - C. **Repair of Licensed Area.** VRT shall be responsible for all costs related to restoration or repair of the Licensed Area necessitated by damage caused by VRT's use thereof under this Agreement. Following City's restoration or repair of Licensed Area necessitated by damage caused by VRT's use thereof under this Agreement, City shall invoice VRT for City's actual costs of such work. VRT shall pay such invoice in full within thirty (30) days of City's invoice. This provision shall survive for one (1) year following expiration or termination of this Agreement.
 - D. **Assumption of risk.** VRT acknowledges that activities undertaken pursuant to this Agreement carry risks, some of which are unknown, and accepts any and all such risks. Other than tortious act by City, no circumstance shall obligate City to repair or replace VRT's property at City's expense.
 - E. **Acceptance as is.** VRT acknowledges that VRT has inspected the Licensed Area and does hereby accept same as being in good and satisfactory order, condition, and repair. It is understood and agreed that City makes no warranty or promise as to the condition, safety, usefulness or habitability of the Licensed Area. VRT accepts the Licensed Area "as is."
 - F. **Indemnification.** VRT specifically indemnifies City and holds City harmless from any loss, liability, claim, judgment, or action for damages or injury to VRT, to VRT's personal property or equipment, and to VRT's employees, agents, guests or invitees arising out of or resulting from the condition of City property or any lack of maintenance or repair thereon and not caused by or arising out of the tortious conduct of City or its employees. VRT further agrees to indemnify and hold City harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use and occupancy of the Licensed Area by VRT or by VRT's agents, employees, guests or invitees and not caused by or arising out of the tortious conduct of City or its employees. If any claim, suit or action is filed against City for any loss or claim described in this

paragraph, VRT, at City's option, shall defend City and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify City for all such costs and fees incurred by City in the defense or resolution thereof.

G. Liability insurance. VRT acknowledges and understands that City shall not provide insurance or benefit coverage of any kind for property damage, injury, death, or illness related to VRT's use of the Licensed Premises. VRT shall submit to City proof of an insurance policy, issued by an insurance company licensed to do business in Idaho, protecting VRT, VRT's employees, and VRT's agents from all claims for damages to property and bodily injury, including death, which may arise during or in connection with services and work provided under this Agreement. Such insurance shall name City as additional insured, and shall afford at least one million dollars (\$1,000,000.00) per person bodily injury, one million dollars (\$1,000,000.00) per occurrence bodily injury, and one million dollars (\$1,000,000.00) per occurrence property damage. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits herein provided, VRT covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. VRT shall provide City with a certificate of insurance or other proof of insurance evidencing VRT's compliance with the requirements of this paragraph. In the event the insurance minimums are changed, VRT shall immediately submit proof of compliance with the changed limits.

H. Property insurance. VRT may; at VRT's option, maintain property insurance for property placed or stored in Licensed Area. City shall not maintain property insurance on VRT's behalf.

V. Rights and responsibilities of City. With regard to VRT's use and occupancy of the Licensed Area under this Agreement, City shall be responsible for the following.

A. Right of entry. City and City's contractors, employees, agents, and invitees, shall be authorized, at all times, to inspect the Licensed Area and personal property located thereon, for the purposes of inspection for compliance with the terms of this License Agreement, for the exercise of City's rights hereunder, and for all other lawful purposes.

B. No utilities. City shall not provide utilities or infrastructure of any kind related to VRT's use and occupancy of the Licensed Area. Specifically, without limitation, City shall not provide water services, sewer services, trash collection, heat, air conditioning, or security.

VI. General provisions.

A. Termination. Either party may terminate this Agreement for convenience or for cause. Termination shall be effective fourteen (14) days following mailing of written

notice. Upon termination or expiration of this License Agreement, City may remove all of VRT's equipment and personal property from the Licensed Area and notify VRT that VRT may claim its equipment from City Contact during business hours. VRT agrees to surrender possession and occupancy of the Licensed Area peaceably at the termination of this Agreement and any renewal or extension thereof.

- B. **Notices.** Communication between the VRT Contact and the City Contact regarding day-to-day matters (e.g., installation, maintenance, and access to Licensed Area) shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed by U.S. mail, postage prepaid. Notices shall be addressed as follows:

VRT:

Chief Executive Officer
Valley Regional Transit
700 NE 2nd St, Ste. 100
Meridian ID 83642

Meridian:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian ID 83642

- C. **Limitation of liability.** Notwithstanding anything in this agreement to the contrary, City shall not be liable or obligated, and VRT shall hold City harmless, with respect to any subject matter of this agreement or under contract, negligence, strict liability or any other legal or equitable theory, for the following:

1. Any special, punitive, incidental or consequential damages (including, without limitation, for any lost profits, cost of procurement of substitute goods, technology, services or rights);
2. Interruption of use of VRT's equipment or access to personal property;
3. Security breach, including theft, vandalism, or other crime; or
4. Any other matter beyond City's reasonable control.

This provision shall survive termination of this Agreement.

- D. **No agency.** It is further understood and agreed VRT shall not be considered an agent of City in any manner or for any purpose whatsoever in VRT's use and occupancy of the Licensed Area.

- E. **No waiver.** City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by VRT.

- F. **No assignment.** VRT shall not assign, sublicense or transfer the Licensed Area, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this Agreement, without the express written consent of City. Any assignee, sublicensee, or transferee shall be bound by all terms of this Agreement.

G. **Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, leases, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

VALLEY REGIONAL TRANSIT:

BY: Elaine Clegg
Elaine Clegg (Aug 21, 2024 13:31 MDT)
Elaine Clegg, Chief Executive Officer

CITY OF MERIDIAN:

Attest:

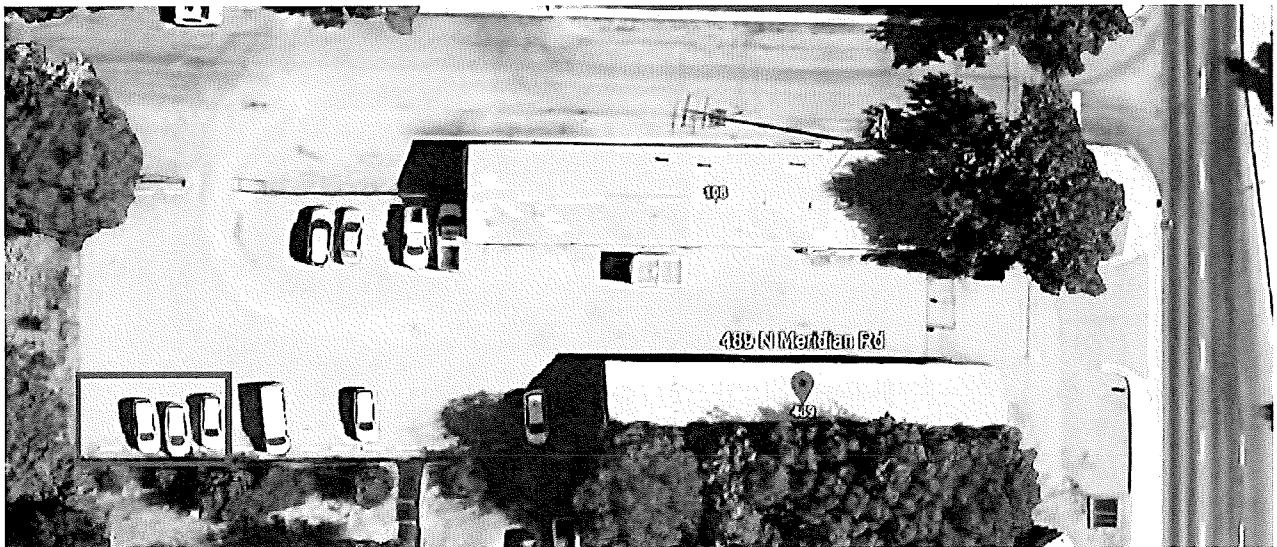
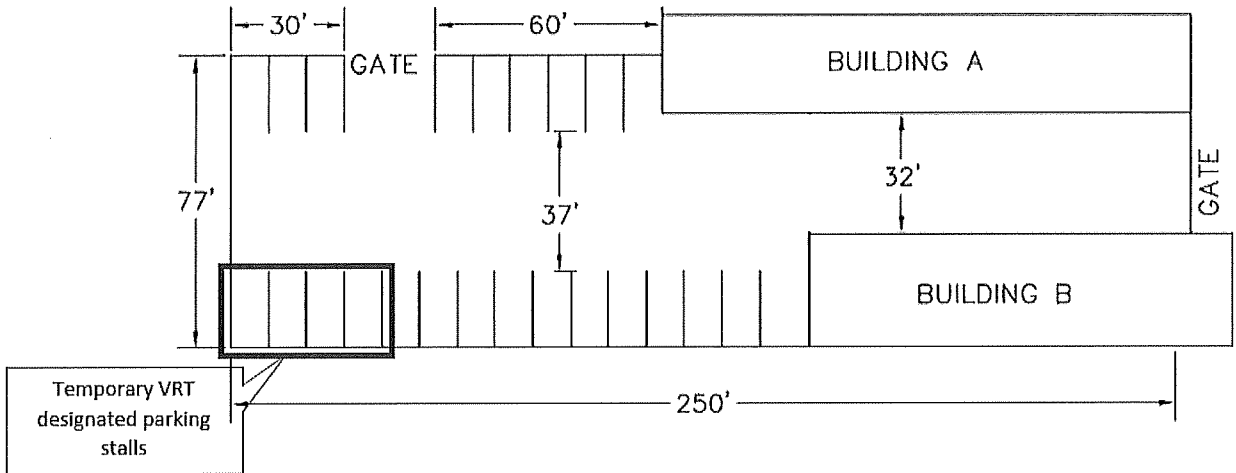
BY: _____
Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT A
LICENSED AREA**

FLEET VEHICLES – 24 SPACES

- SURFACE OPTION 1: ASPHALT
- SURFACE OPTION 2: RECYCLED ASPHALT








2024-CGO-LETA-N-AC0830-CITY OF MERIDIAN- BOWER PARKING LOT- PARKING STALLS

Final Audit Report

2024-08-21

| | |
|-----------------|--------------------------------------------|
| Created: | 2024-08-21 |
| By: | Kevin Womack (kwomack@ridevrt.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABA9vHR6eWe5QYK0sus8-Pe80t1qGDIEGj |

"2024-CGO-LETA-N-AC0830-CITY OF MERIDIAN- BOWER PARKING LOT- PARKING STALLS" History

-  Document created by Kevin Womack (kwomack@ridevrt.org)
2024-08-21 - 5:50:28 PM GMT- IP address: 208.98.167.66
-  Document emailed to Elaine Clegg (eclegg@ridevrt.org) for signature
2024-08-21 - 5:50:53 PM GMT
-  Email viewed by Elaine Clegg (eclegg@ridevrt.org)
2024-08-21 - 7:30:41 PM GMT- IP address: 208.98.167.66
-  Document e-signed by Elaine Clegg (eclegg@ridevrt.org)
Signature Date: 2024-08-21 - 7:31:04 PM GMT - Time Source: server- IP address: 208.98.167.66
-  Agreement completed.
2024-08-21 - 7:31:04 PM GMT



AGENDA ITEM

ITEM TOPIC: Animal Welfare and Enforcement Agreement by and between the City of Meridian and The Idaho Humane Society



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Emily Kane, Deputy City Attorney **Meeting Date:** August 27, 2024
Presenter: Bill Nary, City Attorney **Estimated Time:** .1 minutes
Topic: Animal Welfare and Enforcement Agreement by and between the City of Meridian
and The Idaho Humane Society

Recommended Council Action:

Approve the agreement and authorize the Mayor's signature.

Background:

Pursuant to presentation by the Idaho Humane Society at City Council's June 18, 2024 meeting, this agreement establishes IHS's duties and commitments for the provision of animal control, shelter services, animal code enforcement, animal welfare, fee collection, reporting, and dog licensing, in fiscal year 2025 (October 1, 2024 – September 30, 2025).

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
BY AND BETWEEN THE CITY OF MERIDIAN
AND THE IDAHO HUMANE SOCIETY**

This Animal Welfare and Enforcement Agreement (“Agreement”) is entered into on this ____ day of August, 2024, by the Idaho Humane Society, Incorporated, a non-profit corporation organized under the laws of the state of Idaho (“IHS”) and the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“Meridian”) (collectively, “Parties”).

WHEREAS, pursuant to Idaho Code sections 50-302, 50-319, 25-2803 and Title 6, Chapter 2, Meridian City Code, Meridian is authorized to provide animal welfare and enforcement services to further the public health, safety, and welfare; and

WHEREAS, Meridian requires the assistance of a third-party independent contractor to provide such services;

WHEREAS, IHS is uniquely qualified and able to provide such services within Meridian safely and humanely, pursuant to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

I. SCOPE OF WORK; GRANT OF AUTHORITY.

IHS shall serve as Meridian’s animal welfare and enforcement authority and shall act as a limited agent for Meridian in the enforcement of all animal-related provisions of Meridian City Code and Idaho Code. IHS shall enforce Meridian City Code, Title 6, Chapter 2, and carry out the duties of the animal control officer as set forth therein, including, without limitation: seizing and impounding animals that are at large and unattended in city limits; seizing, impounding, and euthanizing animals in accordance with IHS policies and the provisions of Meridian City Code; removing and properly disposing of the carcass of any dead animal found in any public place; declaring that an animal is abandoned; deciding whether an abandoned animal shall be euthanized or made available for adoption; declaring that a dog is a vicious dog; issuing uniform citations for violations of Meridian City Code; and providing the Meridian City animal shelter, to include adequate physical accommodations, materials, and staffing to provide basic housing, feeding, watering, vaccination, and supervision of animals impounded therein. IHS shall provide animal code enforcement, emergency services, animal welfare services, field services, shelter services, responsible animal ownership services, and other services as described in *Exhibit A*. Meridian may contract separately with IHS for the provision of any additional services.

II. COMPENSATION; FEES.

A. Payment amount and method. For IHS’s performance of services as contemplated by this Agreement, Meridian agrees to pay IHS the sum of seven hundred seventeen thousand, two hundred fifty-one dollars (\$717,251.00). Meridian shall pay this amount to

IHS in twelve (12) equal monthly installments, each installment payable on or before the 15th of each month during the term of this Agreement.

- B. FY26 increase.** If IHS seeks to increase the amount due for services to be provided to Meridian in fiscal year 2026, IHS shall provide to Meridian the proposed increased amount no later than May 1, 2025, and shall provide a presentation to Meridian City Council explaining the proposed increase by June 1, 2025.
- C. Impound fees; boarding and veterinary fees.** IHS shall collect, and shall remit to Meridian within thirty (30) days of collection, 100% of all animal impound fees, as set forth in Meridian's fee schedule, as set forth in *Exhibit C*, or as may be amended by Meridian, after consulting IHS, in accordance with Idaho Code section 63-1311A. IHS shall be authorized to establish, collect, and retain reasonable and necessary fees for boarding and veterinary services.
- D. Dog license fees.** IHS shall issue dog licenses and collect applicable license fees on behalf of Meridian. IHS shall remit to Meridian a portion of animal licensing fees as set forth in *Exhibit D*.

III. GENERAL TERMS AND CONDITIONS.

- A. Term.** The term of this Agreement is from October 1, 2024 through September 30, 2025.
- B. Independent contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between Meridian and IHS shall be that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of Meridian. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of Meridian, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of Meridian, which limited agency granted herein shall be strictly limited to performance under this Agreement, as expressly set forth herein, and shall not extend to any other purpose.
- C. Audits.** At any time during normal business hours and as often as Meridian may deem necessary, there shall be made available to Meridian for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit Meridian to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At its own expense, Meridian may conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by Meridian must use generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow an auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.

D. Compliance with laws. In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and local laws, regulations, and ordinances in effect or promulgated during the term of this Agreement. This obligation shall include timely payment of all taxes and license fees.

E. Non-waiver. Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.

F. Indemnification. IHS shall indemnify, save, hold harmless, and defend Meridian from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of any of Meridian or their respective officers, officials, employees, agents, servants, and volunteers, or Meridian's code that is deemed unconstitutional or in conflict with state or federal law. Notwithstanding anything to the contrary in this Agreement, the liability of Meridian is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to Meridian as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.

G. Insurance.

1. Standard Insurance Coverages and Limits of Liability Required:

a. Worker's Compensation Insurance. Where required by law, IHS shall have and maintain during the term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

| | |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

If any work is sublet, IHS shall require its subcontractors to provide proof of Worker's Compensation and Employer's Liability Insurance.

b. Commercial General Liability. IHS shall have and maintain throughout the Agreement term, Commercial General Liability Insurance, with the following minimum limits of liability:

| | |
|-----------------------------------------|-------------|
| General Aggregate | \$2,000,000 |
| Product/Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury Liability | \$1,000,000 |
| Per Occurrence | \$1,000,000 |
| Fire Legal Liability | \$ 50,000 |

c. Automobile Liability Insurance. For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Agreement term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars (\$1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.

2. Additional Insured. IHS shall include Meridian as an additional insured party to all of the insurance coverage listed above.

3. No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement’s requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS’s insurers. IHS’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. IHS’s insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes Meridian from coverage or asserting a claim under IHS’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of Meridian, shall serve as grounds for Meridian to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the payment due from Meridian to IHS.

4. Evidence of insurance. IHS shall provide the following as evidence of insurance:

- a.** A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the “Certificate Holder” field of the certification of insurance, the City of Meridian shall be written in; and
- b.** An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names each of Meridian.

At any time upon Meridian's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If Meridian tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to Meridian.

5. **Notice of cancellation or modification; renewal.** IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

G. Termination.

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the expiration of this Agreement.
2. This Agreement shall terminate between Meridian and IHS upon the following events:
 - a. Meridian or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least ninety (90) calendar days after delivery of such notice of termination;
 - b. Meridian fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case Meridian shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation; or
 - c. Meridian and IHS agree, in writing, to terminate this Agreement.

H. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

I. Amendment. This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party.

J. Notices. Each Party shall deliver all communications in writing either in person, by U.S. mail, postage prepaid, by email, addressed to the other Party as set forth below:

Idaho Humane Society
ATTN: Chief Executive Officer
1300 S. Bird St.
Boise, Idaho 83709
jrosenthal@idahohumanesociety.org


City of Meridian
ATTN: City Clerk
33 E. Broadway Avenue
Meridian, Idaho 83642
cityclerk@meridiacity.org

Either Party may change its notice address by notifying the other Party as described in this section.

- K. Attorneys' Fees.** In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.
- L. Assignment; Subcontract.** Neither IHS nor Meridian may assign or subcontract any of their rights or obligations under this Agreement without first obtaining the written consent of the other.
- M. Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.
- N. Non-Discrimination.** In performing the services required herein, neither IHS nor its subcontractors shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or disability.
- O. Severability.** Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.
- P. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

IN WITNESS WHEREOF, the authorized agent or representatives of Meridian and IHS execute this Agreement and make it effective on the date first written above.

IDAHO HUMANE SOCIETY:

By: 

Dr. Jeff Rosenthal, Chief Executive Officer

CITY OF MERIDIAN:

By: _____
Robert E. Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

EXHIBIT A
SCOPE OF SERVICES

I. SERVICES. IHS shall be responsible for selecting and training adequate and qualified staff to carry out all of the following services in a professional manner:

A. Animal Code Enforcement. IHS shall provide animal code enforcement services seven (7) days per week, from 8:00 a.m. to 7:00 p.m. In performing animal code enforcement duties, IHS shall:

1. Timely and thoroughly investigate all complaints and calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense. For any cases involving dangerous animals or nuisance violations (*e.g.*, bites, barking, aggressive behavior, vicious dog, etc.) search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
2. Collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
3. Timely file all citations and reports with the Court and/or prosecutor, as appropriate.
4. Upon request, timely provide to Meridian copies of the citation, reports, or evidence.
5. Appear on time for all court hearings and trials and shall be fully prepared to testify, including reviewing all relevant reports, photographs, audio recordings, video recordings, and other records and evidence.
6. Comply with subpoenas and notify the prosecutor at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
7. Provide to Meridian an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, Director of Animal Control, and Dispatch. IHS shall provide Meridian updated contact lists within thirty (30) days of any changes.
8. Return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.

B. Emergency Services. IHS shall provide emergency services twenty-four (24) hours per day, seven (7) days per week. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:

1. Injured stray dog or cat;
2. Dog bite or cat bite with animal still at-large;
3. Dog bite requiring quarantine of the animal;
4. Vicious or dangerous dog with the dog still at-large, constituting a threat to persons or domesticated animals;
5. Animal caught in a trap that is making a disturbance, or that is injuring itself;
6. Dog, cat, or livestock causing traffic safety issue;
7. Animal cruelty violations;
8. Dangerous animal at-large;

9. Exotic animals and wildlife;
10. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
11. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

C. Animal Welfare Services. IHS shall provide animal welfare services in Meridian, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators, following through on such citations by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, and picking up small dead domesticated or wild animals within public areas. Large wild animals will be referred to Fish and Game. Animal Welfare Services shall also include:

1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents.
2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
3. Quarantine of disease-suspect and bite case animals.
4. Participation in local disaster planning to address animal-related issues.
5. Enforcing animal cruelty statutes and codes.
6. Transporting injured animals to IHS's veterinary hospital or other critical care facilities.
7. Removing and disposing of dead animals, whether wild or domesticated, from public areas.
8. Referral to appropriate governmental agencies, private entities, and volunteer service groups who respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities.

D. Field Services. The provision of field services include, without limitation, responding to the following complaints and calls for service:

1. Dog at large.
2. Trapped dog.
3. Livestock at large.
4. Excessive dog barking.
5. Unlicensed dog.
6. Dog or cat without rabies vaccination.
7. Dogs threatening a person or domestic animal.
8. Dog or cat bite.
9. Injured or sick stray dog, cat, or other domesticated animals.
10. Abandoned or mistreated animal.
11. Negligently confined animal.
12. Animal cruelty or neglect.
13. Dead dog, cat, or other animals (including wild animals).
14. Prohibited or dangerous mammal or reptile investigation.
15. Unsanitary premises (*e.g.*, excessive animal waste) inspection.

E. Shelter Services. IHS shelter services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m. For purposes of this Agreement, “Shelter Services” shall include:

1. Maintaining a lost and found program for animals.
2. Holding stray or lost animals in accordance with the applicable Meridian ordinance.
3. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
4. Coordinating with IHS’s veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.

F. Responsible Animal Ownership Services. IHS shall provide services to support the goal of responsible animal ownership in the respective territorial limits of Meridian, including public information and education, making recommendations to Meridian regarding needed changes in policies, fees, and ordinances, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. Further, IHS shall:

1. Provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
2. Promote animal adoptions.
3. Continually educate the public regarding the benefits of spaying or neutering pets.
4. Issue Meridian dog licenses in accordance with this Agreement.
5. Promote citizen compliance with dog license requirements.

II. RECORDKEEPING, ACCOUNTING, AND REPORTING.

A. Operations records. IHS shall prepare and maintain complete and accurate records regarding its performance of Scope of Services, including, without limitation, records of the disposition of any animal picked up by IHS, by a Meridian employee, or by a private citizen and then delivered to IHS (“Impounded Animal”).

B. Separate accounting. IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. IHS shall account for services provided under this Agreement separately from other functions to the extent administratively feasible, and shall establish a reasonable basis for allocated costs.

C. Records of fees. IHS shall maintain accurate and complete records of the fees it collects on behalf of each of Meridian.

D. Annual Report. IHS shall provide a written annual report, no later than January 31 of each year to each of Meridian. The annual report shall include the information provided in *Exhibit B*, and:

1. Documentation showing the current service levels in Meridian in comparison to a three-year average baseline.

2. Projected target service levels for the next twelve (12) months.
3. Number of field calls within the jurisdictions of Meridian, sorted by call category.
4. Average response times to calls for service within Meridian.
5. Number of citations issued for animal code violations.
6. Number of Impounded Animals.
7. Number of days Impounded Animals were boarded.
8. Number of Impounded Animals returned to the owner.
9. Number of animals adopted.
10. Number of Meridian dog licenses issued by IHS.

E. In-person presentation. Meridian may request that IHS present the annual report to Meridian City Council. IHS shall provide such presentation within thirty (30) days of the request.

F. Requested reports. Meridian may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist Meridian in its budgeting process. IHS shall timely respond to all Meridian requests for reports and documents.

G. Standard Operating Procedures. IHS shall develop internal standard operating procedures and policies (“SOPs”) related to the services provided under this Agreement. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of such SOPs.

**EXHIBIT C
CITY OF MERIDIAN IMPOUND FEES**

| Fee Name | Description | Amount |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Impound Fee – Dog | Cost of services necessary to capture a dog at large in Meridian and impound it at the IHS facility. | \$50.00 |
| Impound Fee – Dog bite case or vicious dog | Cost of services necessary to capture a dog at large in Meridian and impound it at the IHS facility, where the dog has bitten a person or another animal, and/or is reported to be vicious. | \$75.00 |
| Impound Fee – Cat | Cost of services necessary to process cat into shelter, where animal is captured in Meridian is dropped off at the IHS facility. | \$15.00 |
| Impound Fee – Livestock or large animal | Cost of services necessary to capture livestock or large animal in Meridian and impound it at the IHS facility. | \$150.00 |

EXHIBIT D
DOG LICENSING DESIGNEE AGREEMENT

The City of Meridian hereby authorizes and empowers IHS to issue dog licenses on behalf of Meridian in accordance with all applicable provisions of Meridian City Code and the following terms:

- A. Issuance of dog licenses:** IHS shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), or any subsequent iteration thereof, including, but not limited to:
 - 1. Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed.
 - 2. Collection of appropriate license fee.

- B. Rabies education.** IHS shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.

- C. Official log:** IHS shall keep an official, monthly, written log of all dog licenses issued by IHS on the form provided by City and shall keep such written log complete and current at all times.

- D. Administrative fee:** City hereby authorizes IHS to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.

- E. Monthly submission to City Clerk:** City shall provide dog license tags to IHS. At the end of each month during the term of this Agreement, IHS shall submit to the Meridian City Clerk:
 - 1. All dog license fees collected by IHS on City's behalf; and
 - 2. A true and correct copy of the IHS's monthly log, completed in full. Such fees and log shall be submitted to the Meridian City Clerk no later than the tenth (10th) day of the month following the month for which the fees were collected and the monthly log completed.

- F. Remission of discrepancy:** If, following the Meridian City Clerk's review and accounting of IHS's issuance of dog licenses, the Meridian City Clerk notifies IHS of a discrepancy in fees collected and data reported by IHS in the log or quantity of unissued tags, IHS shall remit to City funds in the amount of such discrepancy. IHS's obligation to remit to City funds in an amount corresponding to the number and type of dog licenses issued and the number of unissued dog license tags returned to City shall not be excused for any reason, regardless of IHS's assertion of loss, theft, misplacement, mistake, or mismanagement of fees, tags, and/or data.

EXHIBIT E
CERTIFICATIONS

1. Pursuant to Idaho Code § 67-2346, as applicable, IHS certifies that IHS is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
2. Pursuant to Idaho Code § 18-8703, as applicable, IHS certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*
3. Pursuant to Idaho Code § 67-2359, as applicable, IHS certifies that IHS is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.
4. IHS certifies that: (i) as of the Effective Date, it is not engaged in a "Boycott," as defined in Idaho Code §67-2347A, of any individual or company because that individual or company engages in or supports (a) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or (b) the manufacture, distribution, sale, or use of any "Firearm," as defined in Idaho Code §18-3302(2)(d); and (ii) it will not engage in any such boycott during the term of this Agreement.



AGENDA ITEM

ITEM TOPIC: City of Meridian Financial Report - June 2024

City of Meridian

Monthly Financial Report

FY2024

Jun-24

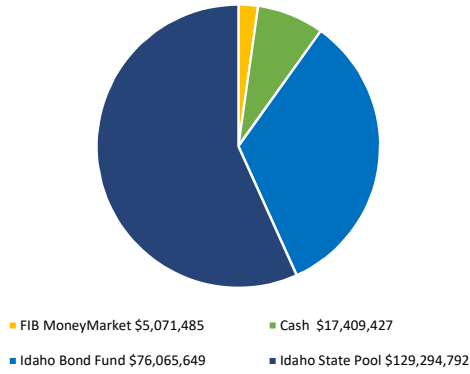
Table of Contents

| Report Name | Page Number |
|-------------------|-------------|
| Investment Graphs | 2 |
| Fund Balance | 3 |

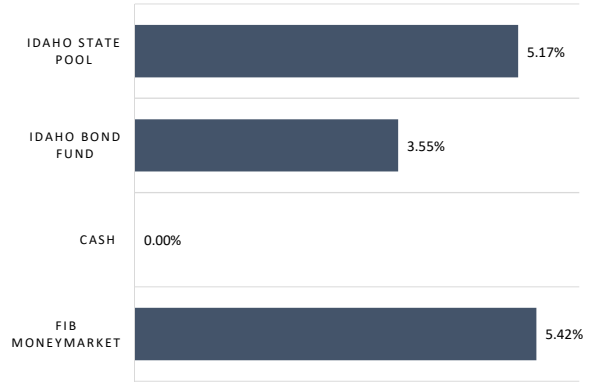




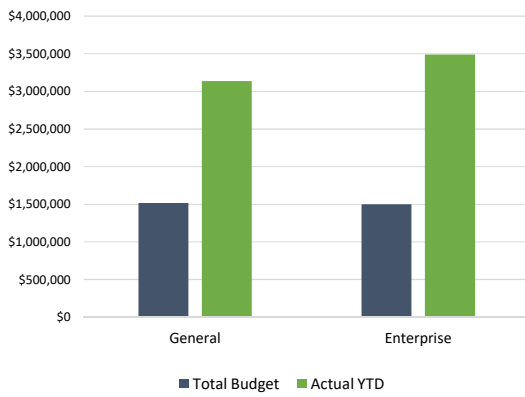
City of Meridian Investment Portfolio



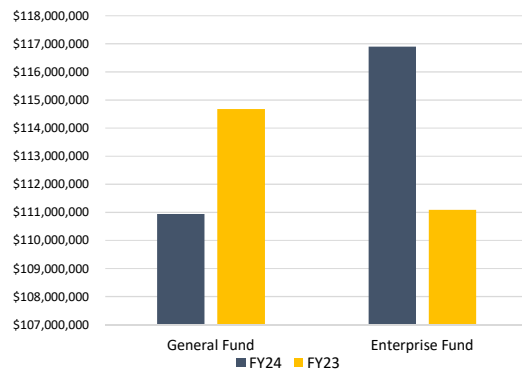
Yield by Investment Type



City of Meridian Interest/Investment Income
 by Major Fund



City of Meridian Cash/Investments Balance
 by Major Fund



Monthly Financial Report

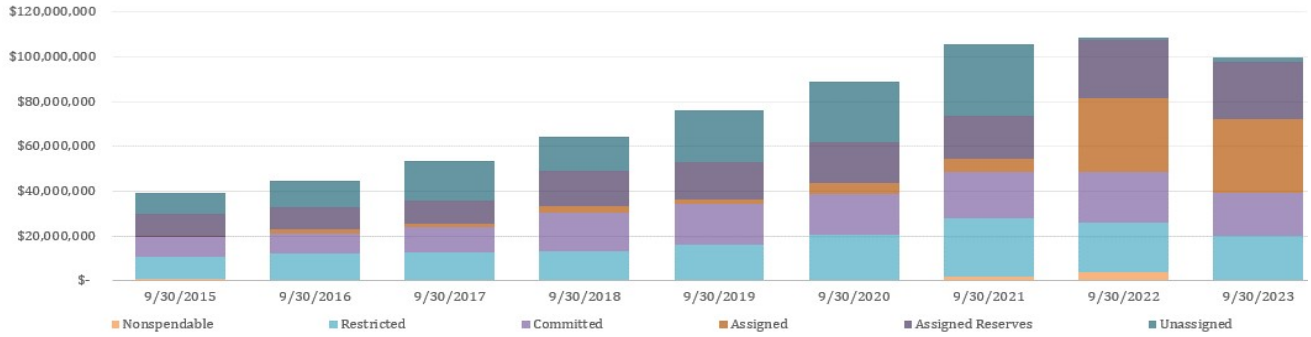
FY2024

Jun-24

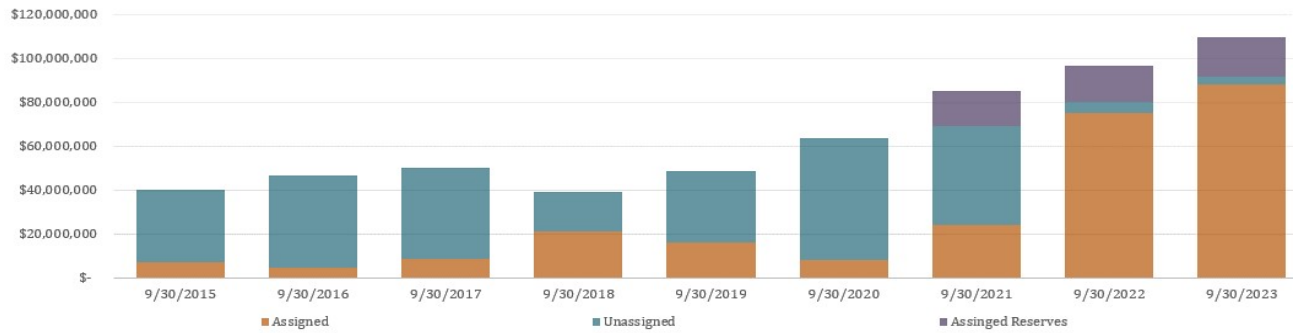
6/1/2024



GENERAL FUND BALANCE ALLOCATIONS



ENTERPRISE FUND BALANCE ALLOCATIONS





AGENDA ITEM

ITEM TOPIC: City of Meridian Financial Report - July 2024

City of Meridian

Monthly Financial Report

FY2024

Jul-24

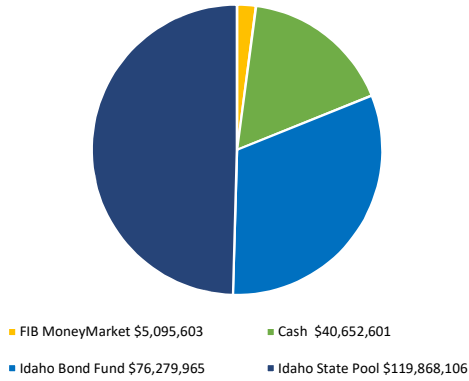
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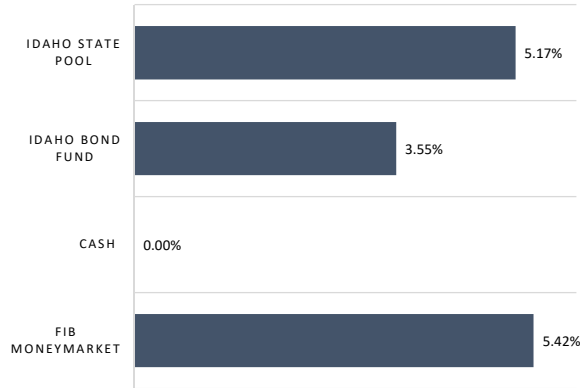




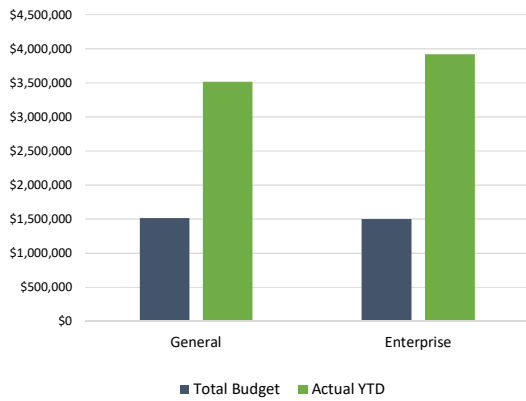
City of Meridian Investment Portfolio



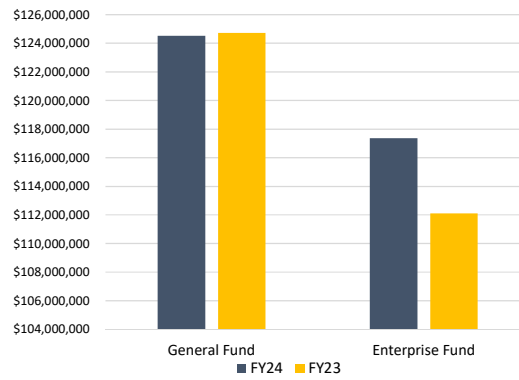
Yield by Investment Type



City of Meridian Interest/Investment Income by Major Fund

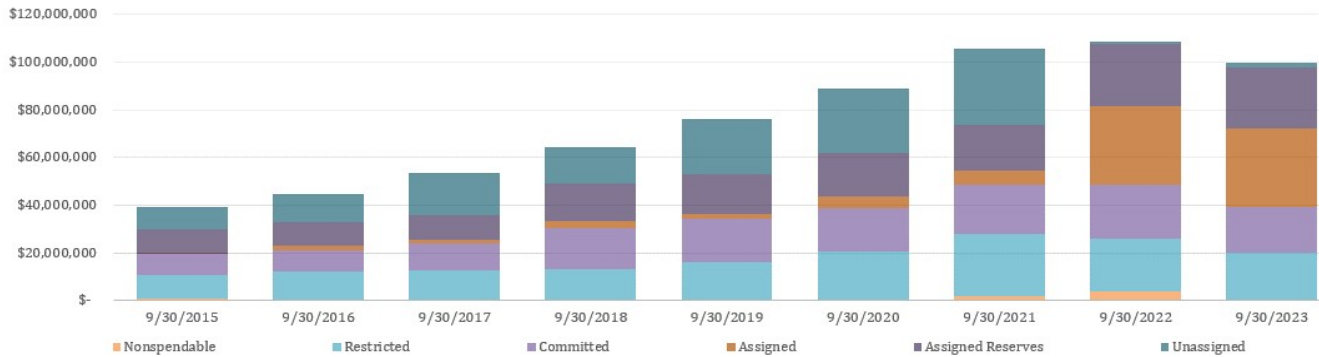


City of Meridian Cash/Investments Balance by Major Fund

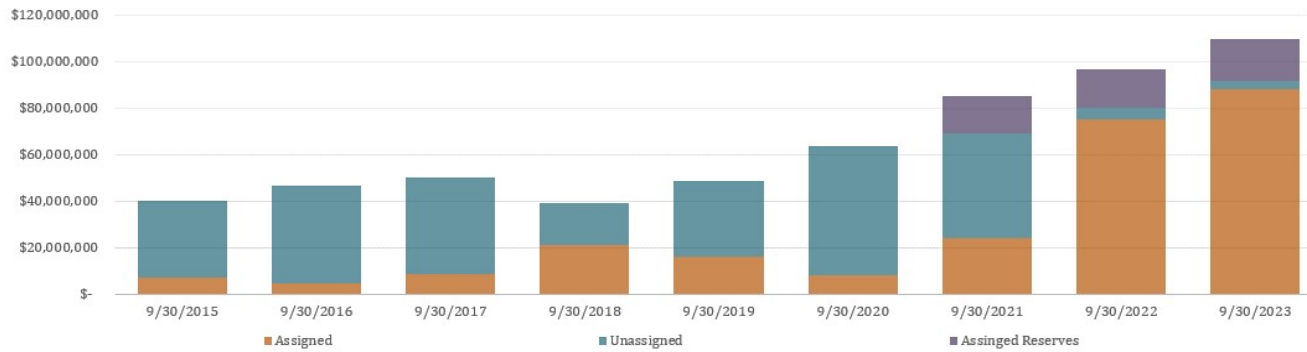




GENERAL FUND BALANCE ALLOCATIONS



ENTERPRISE FUND BALANCE ALLOCATIONS





AGENDA ITEM

ITEM TOPIC: Public Hearing for Firenze Plaza (H-2024-0007) by Aaron Zuzack, Browman Development Company, Inc., located at 3182 E. Mount Etna Dr.
Application Materials: <https://bit.ly/H-2024-0007>

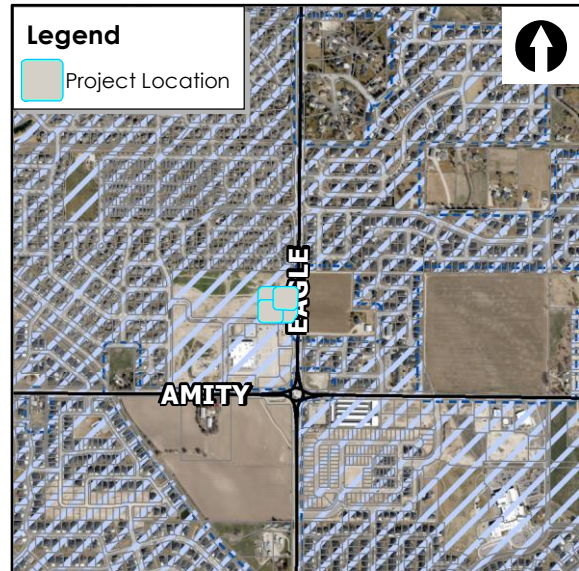
A. Request: Modified Development Agreement to modify the existing development agreement (DA) (Inst.#2017-041827) to include new owner's information and revised concept plan for the four (4) commercial lots north of E. Mount Etna Dr.

B. Request: Conditional Use Permit for a 3,320 sq. ft. bank with a drive-through for an automatic teller machine (ATM).

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 8/27/2024
 TO: Mayor & City Council
 FROM: Linda Ritter, Associate Planner
 208-884-5533
 SUBJECT: H-2024-0007 Firenze Plaza – MDA, CUP
 LOCATION: 3182 E Mount Etna Drive in the SE ¼ of the SE ¼ Section 29, Township 3N., Range 1E.



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (DA) (Inst. #2017-041827) to include new owners’ information and revised concept plans for the four (4) commercial lots north of E. Mount Etna Drive. A Conditional Use Permit is being requested for a 3,320 square foot bank with drive-through for an automatic teller machine (ATM).

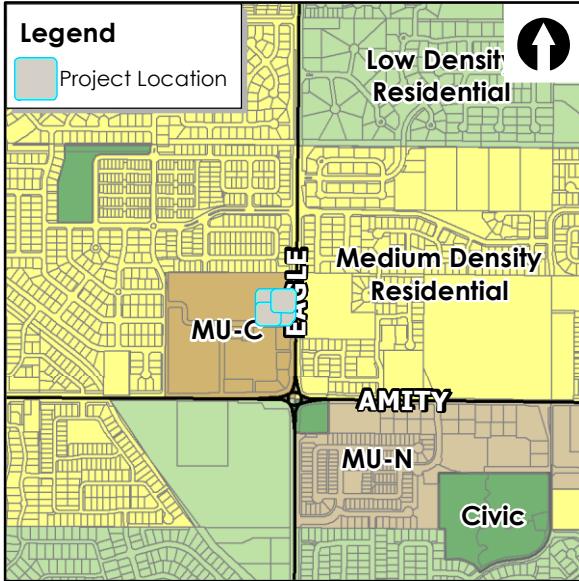
II. SUMMARY OF REPORT

A. Project Summary

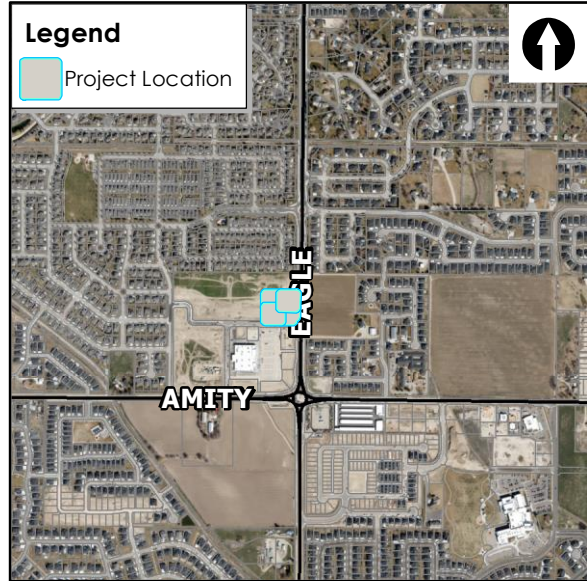
| Description | Details |
|---------------------------------------------------------------|--------------------------------------------------------------------|
| Acreage | 1.933 acres |
| Future Land Use Designation | Mixed-Use Community (MU-C) |
| Existing Land Use | Commercial |
| Proposed Land Use(s) | Commercial |
| Current Zoning | Community Business District (C-C) |
| Physical Features (waterways, hazards, flood plain, hillside) | NA |
| Neighborhood meeting date; # of attendees: | 12/12/2023 |
| History (previous approvals) | AZ, CPAM, PP (H-2016-0102); DA Instr. #2017-041827; FP (2019-0067) |

B. Project Maps

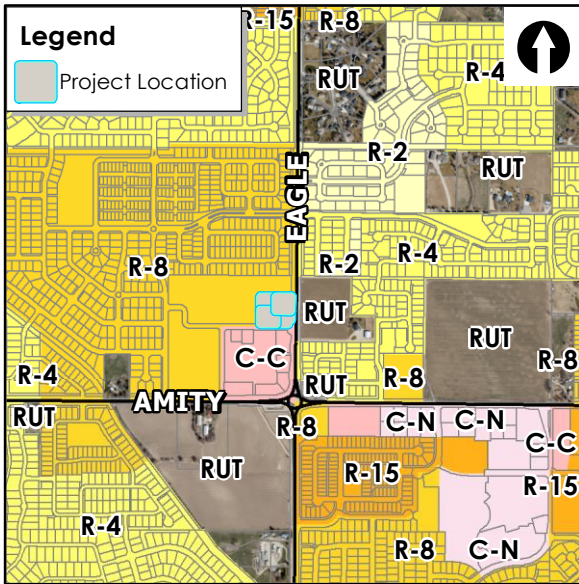
Future Land Use Map



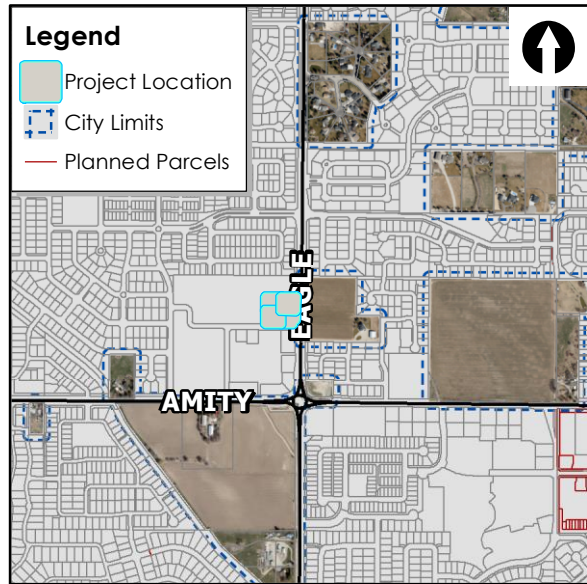
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant:

Aaron Zuzack, Browman Development Company, Inc. – 1556 Parkside Drive, Walnut Creek, CA 94596

B. Owner:

Same as Applicant

C. Agent/Representative:

Same as Applicant

IV. NOTICING

| | Planning & Zoning Posting Date | City Council Posting Date |
|----------------------------------------------------------|-------------------------------------------|----------------------------------|
| Newspaper Notification | 07/02/2024 | 8/6/2024 |
| Radius notification mailed to properties within 500 feet | 6/25/2024 | 8/5/2024 |
| Public hearing notice sign posted on site | 7/8/2024 | 8/9/2024 |
| Nextdoor posting | 6/25/2024 | 8/6/2024 |

V. COMPREHENSIVE PLAN ([HTTPS://WWW.MERIDIANCITY.ORG/COMPPLAN](https://www.meridiancity.org/compplan)):

A. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

This property is designated Mixed Use Community on the Future Land Use Map (FLUM).

The purpose of this designation is to allocate areas where community-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to integrate a variety of uses, including residential, and to avoid mainly single-use and strip commercial type buildings. Non-residential buildings in these areas have a tendency to be larger than in Mixed Use Neighborhood areas, but not as large as in Mixed Use — Regional areas. Goods and services in these areas tend to be of the variety that people will mainly travel by car to, but also walk or bike to (up to three or four miles). Employment opportunities for those living in and around the neighborhood are encouraged. Sample zoning include: R-15, R-40, TN-R, C-C and L-O.

No changes to the FLUM designation or zoning is proposed with this application.

B. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)
Existing city water and sewer service are available at this location.
- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

A bank with a automatic teller machine and retail building does not conflict with the existing land uses in the area.

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

With development a twenty-five (25) foot landscaped street buffer will be required along the northern property line to buffer the commercial property from the residential zoning district in accord with UDC 11-3B-9 standards. Staff is also requiring a six (6) foot privacy fence be placed along the northern boundary adjacent to the residential property.

- “Require appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.)” (3.07.01C)

A 25-foot wide landscape buffer and fence will be required to be provided with development along the property boundaries adjacent to the residential property. Landscaping along S. Eagle Road was installed with the development of the the plat. The developer will be required to protect the existing landscaping during development of the properties. Landscaping shall be installed per UDC Table 11-2B-3 and 11-3B-9.

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)

Access to the property is via E. Mount Etna Drive, a local road. There is no direct access to S. Eagle Road from the property.

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

Curb, gutter and sidewalk was constructed with the development of the Firenze Plaza subdivision (FP-2019-0067). Hook-up to City water and sewer service was a requirement of the approved plat.

- “Support beautiful and high quality development that reinforces neighborhood character and sustainability.” (5.01.02)

The design of the building fits in with the surrounding area and neighborhood character. Staff reviewed and approved the design of the building proposed for Chase Bank to be located on the parcel addressed as 3182 N. Mount Etna Drive.

VI. STAFF ANALYSIS

The applicant is requesting a Conditional Use Permit and modification of the existing Development Agreement to reflect the change in ownership and change the layout of the parcels to include a bank with a drive through ATM and a retail tenant building with or without a drive through use. Instead of the property lay out with 4 buildings comprising of 20,000 square feet, the applicant is proposing two buildings (3,320 square foot bank with drive through ATM and a 4,900 square foot multi-tenant commercial building with a drive-through or a 7,600 square foot multi-tenant commercial building without a drive through). A maximum total of 11,000 square feet of retail/commercial uses which is a reduction of more than 9,000 square feet of allowable buildable area. A Conditional Use Permit is require

for the ATM drive through. All uses shall be required to meet the UDC standards for the C-C zoning district.

The proposed bank ATM drive through is subject to the following Specific Use Standards (UDC 11-4-3-11) – Drive-Through Establishment: (*Staff analysis in italics*)

- A. A drive-through establishment shall be an accessory use where the drive-through facility (including stacking lanes, speaker and/or order area, pick up windows, and exit lanes) is:
 - 1. Not within three hundred three hundred (300) feet of another drive-through facility, a residential district, or an existing residence: or
 - 2. Separated by an arterial street from any other drive-through facility, residential district or existing residence; or
 - 3. Not within the O-T zoning district.

Otherwise a conditional use permit is required.

- B. All establishments providing drive-through service shall identify the stacking lane, menu and speaker location (if applicable), and window location on the certificate of zoning compliance or the conditional use permit. Speakers are prohibited in the O-T zoning district.

The site plan shown in Exhibits B provide the location of the stacking lane for the proposed ATM. Speakers and menu boards are not being proposed.

- C. A site plan shall be submitted that demonstrates safe pedestrian and vehicular access and circulation on the site and between adjacent properties. At a minimum the plan shall demonstrate compliance with the following standards:
 - 1. Stacking lanes shall have sufficient capacity to prevent obstruction of driveways, drive aisles, and the public right-of-way by patrons.
 - 2. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking, except stacking lanes may provide access to designated employee parking.
 - 3. The stacking lane shall not be located within ten (10) feet of any residential district or existing residence.
 - 4. Any stacking lane greater than one hundred 100 feet in length shall provide for an escape lane.
 - 5. The site should be designed so that the drive-through is visible from a public street for surveillance purposes.

The drive through is visible from S. Eagle Road.

- D. The applicant shall provide a six-foot sight obscuring fence where a stacking lane or window location adjoins a residential district or an existing residence.

Dimensional Standards (UDC [11-2](#)):

The proposal would meet the dimensional standards for setbacks, landscape buffers, parking and height requirements.

Staff finds the proposed bank with an ATM drive through if approved at this location would be compatible with the existing surroundings and integrate into the community.

Hours of Operations (UDC 11-2B-3B):

The UDC (11-2B-3B) limits business hours of operation in the C-C zoning district from 6:00 a.m. to 11:00 p.m. when the property abuts a residential use or district; extended hours may be

requested through a CUP. These restrictions apply to all business operations occurring outside an enclosed structure, including, but not limited to, customer or client visits, trash compacting, and deliveries. These restrictions do not apply to business operations occurring within an enclosed structure, including, but not limited to, cleaning, bookkeeping, and after hours work by a limited number of employees.

The bank hours are within the required operating hours; however, the drive-through and walk-up ATM will be available twenty-four (24) hours/seven (7) days a weeks.

Self-Service Uses (UDC 11-3A-16)

Any unattended, self-service uses, including, but not limited to, laundromats, automatic teller machines (ATMs), vehicle washing facilities, fuel sales facilities, and storage facilities, shall comply with the following requirements. The Meridian Police Chief or designee may approve alternative standards where it is determined that a similar or greater level of security is provided.

- A. Entrance or view of the self-service facility shall be open to the public street or to adjoining businesses and shall have low impact security lighting.
- B. Financial transaction areas shall be oriented to and visible from an area that receives a high volume of traffic, such as a collector or arterial street.
- C. Landscape shrubbery shall be limited to no more than three (3) feet in height between entrances and financial transaction areas and the public street.

Staff finds the proposed bank with an ATM drive through if approved at this location meets the above requirements.

Access (UDC [11-3A-3](#), [11-3H-4](#)):

Access to the site is from E. Mt. Etna Drive via S. Eagle Road. There is no direct access to the property from S. Eagle Road. The applicant is requesting to relocate the entrance to the property further west. ACHD has approved the applicant's request to relocate the existing entrance to the property. However; staff is not in support of this proposal as the improvements have been installed and it interferes with the cross access that was approved with the recorded plat. Utilities have already been installed and would need to be relocated. Staff recommends the concept plan be revised to keep the access in its current location.

Parking (UDC [11-3C](#)):

A minimum of one (1) off-street parking space is required for every 500 square feet (s.f.) of gross floor area of the office space. Based on 3,182 s.f., a minimum of six (6) parking spaces is required. A total of thirty-two (32) parking spaces are proposed, exceeding UDC the minimum standards.

A minimum of one (1) bicycle parking space is required for every 25 vehicle parking spaces per UDC 11-3C-6G. Based on thirty-two (32) vehicle parking spaces, a minimum of two (2) bicycle parking spaces is required. A bicycle rack has been depicted on the landscape plan.

Sidewalks (UDC [11-3A-17](#)):

Sidewalks were installed with the approved Firenze Plaza subdivision along Eagle Road and E. Mt. Etna Drive. The applicant is proposing to relocated the entrance further west on E. Mt. Etna Drive.

Landscaping (UDC [11-3B](#)):

There is an existing twenty-five (25) foot landscape buffer with a ten (10) foot detached sidewalk along N. Eagle Road an arterial street. The applicant is proposing a sixteen (16) foot landscape

buffer along E. Mt. Edna Drive with a five (5) foot detached sidewalk when they relocate the entrance to the property further to the west. The applicant is also proposing a twenty-five (25) foot landscape buffer along the west property line as a buffer to the residential uses with a seven (7) foot sidewalk. Landscaping shall be installed per the standards listed in UDC 11-3B-7, UDC 11-3B-8 and UDC 11-3B-9C. The applicant shall protect the existing landscaping during construction.

Fencing (UDC [11-3A-6](#), [11-3A-7](#)):

The applicant is proposing a privacy fence along the boundary to the west and north of the properties. The fence shall meet the requirements of UDC 11-3A-7.

Outdoor Lighting (UDC [11-3A-11](#))

All outdoor lighting is required to comply with the standards listed in UDC 11-3A-11C. Light fixtures that have a maximum output of 1,800 lumens or more are required to have an opaque top to prevent up-lighting; the bulb shall not be visible and shall have a full cutoff shield in accord with Figure 1 in UDC 11-3A-11C.

Utilities (UDC [11-3A-21](#)):

Water and sewer services were installed with the development of the Firenze Plaza subdivision. Any stubs not used should be abandoned per City requirements. Location of water meter should not be in a drive or walking path and should be in a landscaping area. The City requires twenty (20) feet easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and ten (10) feet beyond it. Current water stub easement does not meet City's current standards and should be updated. No trees or permeant structures are allowed in utility easements.

Structure and Design Standards (UDC [11-3A-19](#) | [Architectural Standards Manual](#)):

Building elevations were submitted for the proposed Chase Bank as shown in Section VIII(F). Building materials consist of smooth face CMU panels, glass, and fiber cement. Staff has reviewed the design which complies with the design standards in the [Architectural Standards Manual](#) (ASM). Upon approval of the Conditional Use Permit approval of the Design Review shall be issued.

Conceptual design was submitted for the retail building as part of the Development Agreement Modification. Final plans will be submitted for review and approval prior to building permit submittal.

DEVELOPMENT AGREEMENT MODIFICATION (MDA)

The Applicant is requesting a modification to the existing Development Agreement Inst. # 2017-041827 to update the owner's information and revise the concept plan, elevations, site and landscape plans north of Mt. Edna Drive to reduce the commercial square footage from 20,000 square feet to 11,000 square feet, a reduction of 9,000 square feet.

The applicant submitted two concept plans with the DA modification. The concurrent CUP is only approving the drive-through on the southern portion of the development for the proposed bank. Staff is not in support of another drive-through on the northern property and therefore does not support Concept Plan A.

The applicant has provide a legal description for the boundary of the new DA. Staff recommends the following DA provision be included in the new DA:

1. Revision of the concept plan to show the entrance to the property at its current location.
2. Eliminate the concept plan showing the drive through on the northern property.

EXISTING SITE PHOTOS





VII. DECISION

A. Staff:

Approval:

Staff recommends *approval* of the proposed modification to the Development Agreement and Conditional Use Permit per the DA provisions and conditions in Sections IX and the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on July 18, 2024. At the public hearing, the Commission moved to recommend approval of the subject Conditional Use Permit and Development Agreement Modification requests.

1. Summary of Commission public hearing:

- a. In favor: Aaron Zuzack, Tamara Thompson
- b. In opposition: Romeo Gervais, Andrea Covolo, Joy Livingston
- c. Commenting: Romeo Gervais
- d. Written testimony: Andrea Covolo, Joy Livingston
- e. Staff presenting application: Linda Ritter, Associate Planner
- f. Other Staff commenting on application: Bill Parson, Planning Supervisor

2. Key issue(s) of public testimony:

- a. Drive-through next to residential parcel, relocation of the existing access point

3. Key issue(s) of discussion by Commission:

- a. Entrance location and drive-through on the north property

4. Commission change(s) to Staff recommendation:

D. New DA Legal Description



March 4, 2024
Project No.: 123143

LEGAL DESCRIPTION Exhibit "A"

DEVELOPMENT AGREEMENT MODIFICATION FIRST MERIDIAN LP

An area of land being Lots 1, 2, 3 & 4, Block 2 of Firenze Plaza Subdivision, as same is shown in the official plat thereon, recorded in Book 124, Page 19867, Ada County records, located in the Southeast one quarter of the Southeast one quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the South One Sixteenth corner of said Section 29, (from which point the Southeast corner of said Section 29, bears South 00° 37' 07" West, 1321.29 feet distant); thence North 89° 39' 52" West, 48.00 feet, to a point on the westerly right of way line of South Eagle Road; thence on said westerly right of way line, South 00° 37' 07" West, 230.27 feet, to a point common to the northeast corner of said Lot 4, Block 2 and the northeasterly corner of said Firenze Plaza Subdivision AND the **POINT OF BEGINNING**:

Thence continuing of said westerly right of way line, South 00° 37' 07" West, 7.76 feet;
Thence South 04° 22' 57" West, 144.71 feet;
Thence South 00° 37' 07" West, 81.76 feet;
Thence South 51° 56' 30" West, 34.58 feet;
Thence South 00° 37' 07" West, 19.09 feet;
Thence North 89° 22' 53" West, 6.00 feet;
Thence South 00° 37' 07" West, 1.00 feet, to a point common with the northerly right of way line of East Mount Etna Drive;
Thence on said northerly right of way line, North 89° 22' 53" West, 273.80 feet;
Thence leaving said northerly right of way line, North 00° 37' 07" East, 274.02 feet;
Thence South 89° 40' 14" East, 316.30 feet, to the **POINT OF BEGINNING**.

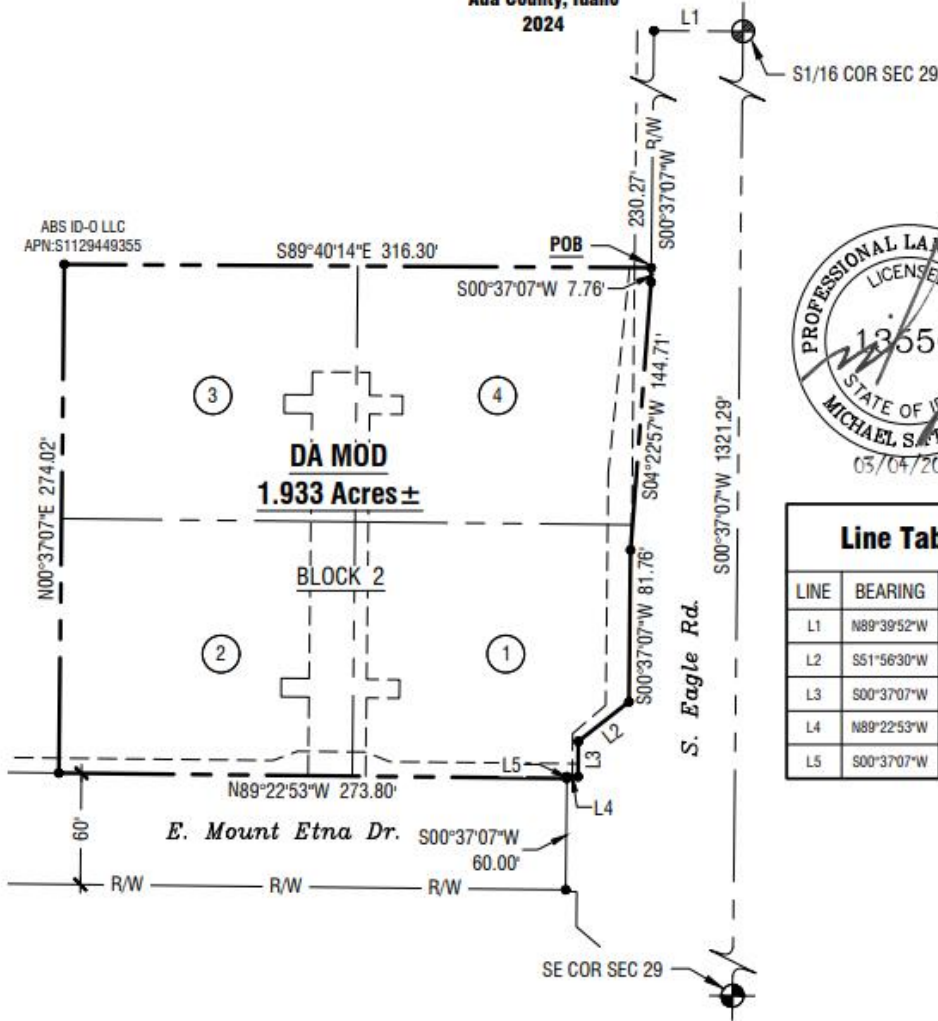
The above-described area of land contains 1.933 acres (84,225 Ft²), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



D.A. Modification
for
First Meridian LP

Situate in a portion of the SE 1/4 of the SE 1/4 of Section 29,
Township 3 North, Range 1 East, Boise Meridian, City of Meridian,
Ada County, Idaho
2024

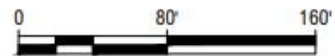


| Line Table | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N89°39'52"W | 48.00' |
| L2 | S51°56'30"W | 34.58' |
| L3 | S00°37'07"W | 19.09' |
| L4 | N89°22'53"W | 6.00' |
| L5 | S00°37'07"W | 1.00' |



Exhibit "B"

Horizontal Scale: 1"=80'



Project No.: 123143
Date of Issuance: March 4, 2024

File Location: D:\00591251\Survey\123143\123143.dwg
 User: P:\00591251\Survey\123143\123143.dwg
 Date: 03/04/2024 11:56 AM



Development Agreement Modification
First Meridian LP
Firenze 2

I. Building Elevations Concept B (3/06/2024)



IX. CITY/AGENCY COMMENTS

A. PLANNING DIVISION

1. Development Agreement Modification

~~Fifteen (15) days prior to the City Council hearing, the applicant shall provide the revised concept plan that shows the property access in the existing location.~~

- 1.1 The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council approval of the Findings. The DA shall, at minimum, incorporate the following provisions:
 - a. Future development of this site shall be generally consistent with the Concept Plan A or B and conceptual building elevations included in Section VIII and the provisions contained herein.

2. Conditional Use Permit

- 2.1 The Applicant shall comply with the specific use standards listed in UDC [11-4-3-11](#) – Drive-Through Establishment.
- 2.2 The Applicant shall comply with the specific use standards listed in UDC [11-3A-16](#) – Self - Service Uses.
- 2.3 Outdoor lighting shall comply with the standards listed in UDC [11-3A-11](#). Lighting details shall be submitted with the Certificate of Zoning Compliance application that demonstrate compliance with these standards.
- 2.4 The applicant shall install the privacy fence as shown on the approved site and landscape plans that is adjacent to the residential parcel to mitigate noise and glare from headlights of vehicles utilizing the proposed drive-through per UDC [11-3A-7](#).
- 2.5 Protect the existing landscaping on the site during construction, per UDC [11-3B-10](#).
- 2.6 The facility hours of public operation shall be limited to 6:00 a.m. to 11:00 p.m. because the property abuts a residential zoning district per UDC [11-2B-3B](#).
- 2.7 Prior to building permit submittal, the Applicant shall obtain Certificate of Zoning Compliance (CZC) and Design Review approval.
- 2.8 ~~The site and landscape plans submitted with the Certificate of Zoning Compliance application shall depict the following:~~
 - a. ~~The access to the property in it's current location.~~
- 2.8 The conditional use permit is valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the Applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground as set forth in UDC 11-5B-6. A time extension may be requested as set forth in UDC 11-5B-6F.

B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=349838&dbid=0&repo=MeridianCity>

C. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=354401&dbid=0&repo=MeridianCity>

D. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=352867&dbid=0&repo=MeridianCity>

E. BOISE PROJECT BOARD OF CONTROL (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=352034&dbid=0&repo=MeridianCity>

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=353876&dbid=0&repo=MeridianCity>

G. KUNA SCHOOLS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=349955&dbid=0&repo=MeridianCity>

X. FINDINGS

Conditional Use (UDC 11-5B-6)

Findings: The commission shall base its determination on the conditional use permit request upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

Commission finds the site is large enough to accommodate the proposed use (i.e drive-through establishment) and can meet all of the dimensional and development regulations of the C-C zoning district.

2. That the proposed use will be harmonious with the Meridian comprehensive plan and in accord with the requirements of this title.

Commission finds the proposed use (i.e. drive-through establishment) will be harmonious with the Meridian Comprehensive Plan.

3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.

Commission finds the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use (i.e. drive-through establishment) will not adversely change the essential character of the same area with the addition of a 25 foot landscape buffer and the addition of a privacy fence or wall.

4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

Commission finds that the proposed use (i.e. drive-through establishment) will not adversely affect other property in the vicinity.

5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.

Commission finds the proposed use can be served by essential public facilities and services as required; the proposed use (i.e. drive-through establishment) will not have an impact to the provision of services.

6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

Commission finds the proposed use (i.e. drive-through establishment) will not create additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

Commission finds the proposed use (i.e. drive-through establishment), will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

Commission finds the proposed use (i.e. drive-through establishment) will not result in the destruction, loss or damage of any such features.

9. Additional findings for the alteration or extension of a nonconforming use:

- a. That the proposed nonconforming use does not encourage or set a precedent for additional nonconforming uses within the area; and,

This finding is not applicable.

- b. That the proposed nonconforming use is developed to a similar or greater level of conformity with the development standards as set forth in this title as compared to the level of development of the surrounding properties.

This finding is not applicable.

6. Public Hearing for Firenze Plaza (H-2024-0007) by Aaron Zuzack, Browman Development Company, Inc., located at 3182 E. Mount Etna Dr.

- A. Request: Modified Development Agreement to modify the existing development agreement (DA) (Inst.#2017-041827) to include new owner's information and revised concept plan for the four (4) commercial lots north of E. Mount Etna Dr.
- B. Request: Conditional Use Permit for a 3,320 sq. ft. bank with a drive-through for an automatic teller machine (ATM).

Seal: All right. And with that does anybody need a bio break or do you want to go ahead and keep going on this? Okay. I would like to open File No. H-2024-0007, for Firenze Plaza. We will begin with the staff report. You are back, Linda.

Ritter: Good evening again. So, this application is for a development agreement modification for a new DA and a conditional use permit. So, this is for the property located at 3182 East Mount Etna Drive and it's located in the C-C zone and it's 1.933 acres. So, the applicant is requesting a modification to the existing development agreement to update the owner's information and revise the concept plan's elevation, site and landscape plans to reduce the commercial square footage from 20,000 square feet to 11,000 square feet, a reduction of 9,000 square feet. The applicant submitted two concept plans with the DA modification. The current CUP is only approving the drive through on the southern portion of the property for the proposed bank. Staff is not in support of the other drive through, which would be this one on the northern property and, therefore, does not support Concept Plan A. So, the applicant did provide a legal description for the boundary of the new DA and staff did recommend some revisions for this. One of the revisions of the concept plan is to show the entrance to the property at the location that is currently there, because the utilities are already installed. The current entrance to the property is along here along Mount Aetna. The applicant did receive approval from the highway district to relocate that further west, but staff is not in support of that, because the utilities have already been installed and, then, the -- we asked them to -- again, we don't want that drive through on the northern property right next to the proposed residential units that will be there. It was something that we talked about at our pre-application meetings, but the applicant is allowed to submit what they feel they would like to see for their proposal. So, the hours of operations for this bank ATM will be -- it's 24 hours a day, seven days a week, because it is just an ATM where people drive up to it to get money from the bank. Again, utility services were installed with this development with the Firenze Plaza Subdivision. As with anything -- any stubs not used shall be abandoned per the city requirements. Access, again, is from Mount Etna via South Eagle Road. There is no direct access to the property from Eagle Road and, again, the applicant is requesting to relocate the entrance to the property further west. Again staff is not in support of that proposal. Parking for this required -- for this proposed bank is one space for every 500 square feet of gross floor area. Based on the 3,182 square feet for the bank

a minimum of six parking spaces is required. A total of 32 parking spaces are being proposed, which exceeds the UDC standards and a minimum of one bicycle parking space is required for every 25 vehicles. So, therefore, we are requiring two bicycle spaces for this and they have depicted a bicycle rack on the landscape plan. There is existing landscaping along North Eagle Road, which is an arterial. The applicant is proposing a 16 foot landscape buffer along Mount Etna and a -- with a five foot detached sidewalk and the applicant also is proposing a 25 foot landscape buffer along the west property line as a buffer to the residential uses with a seven foot sidewalk. The applicant is also proposing a fence along the boundary to the west and north of the properties. This is a perimeter fence that they are proposing for the property and, again, building elevations were submitted for this -- the proposed Chase Bank. The building materials consist of smooth face CMU panels, glass and fiber cement. Staff has -- we did review the design, which complies with -- they appear to comply with the design standards, but they will be required to submit a certificate of zoning compliance, as well as a design review to be reviewed and approved administratively by the city. We did receive written testimony on this. We received two comments that were not in support of the bank at this location and so with this we ask that -- our recommendation is approval of the modification and the conditional use permit per the conditions and findings of our staff report, which is for the DA to not recommend Concept A and to leave the entrance to the property in its existing location. The applicant is here and they do have a presentation, so --

Seal: All right. Thank you very much. Would the applicant like to come forward? Either one will work I have been told. I don't speak from there very often, so -- need your name and address for the record, please.

Thompson: Absolutely. Mr. Chair, Tamara Thompson. I'm with The Land Group. Our address is at 462 East Shore Drive in Eagle and we do have a PowerPoint if we can pull that up. With me here is Aaron Zuzack. He is with Browman Development. They are the property owner and the developer of this. So, we are going to tag team this if you -- if you will allow us, and I have -- I have some history on the project. I have been working on this site since 2016. So, I thought I would just kind of give you a brief history and, then, I will turn it over to Aaron to give the rest to you. So, our applications before you tonight is a development agreement modification and a conditional use permit and we will go into those in more detail and thank you to staff and Linda for her -- for her report. I just wanted to give you a bit of history. So, this was the original application for the property. It was the 40 acres on that -- on that corner of Eagle and Ustick. We annexed and zoned that with a preliminary plat in 2017. I'm sorry. Our applications were 2016. They were approved in February of 2017. But this is how that ended up. So, of the 40 acres, 24 of that, which is roughly 60 percent, was zoned R-8 and, then, the C-C zone for this -- for the -- the 16 acres, which is in the blue. So, what we are talking about and -- well, let me just continue. So, then, what we have here is this was our concept plan when we first did our annexation and preliminary plat and you can see the way it has developed is -- is consistent with that. With our final plat we did all of the improvements, so -- does this work? I don't know if that works. Good. So, you can see the -- the sidewalks along this road Montague here, all of the sidewalks -- both sides of Mount Etna and, then, Cubola. So, all of the sidewalks and street trees were installed for the entire 40 acres. All the

public improvements. And, then, the large landscape setbacks along Eagle Road and Mount Etna and this -- these four lots are the lots that we are talking about tonight. So, of the total, the property is -- that we are looking at is roughly five percent. Of the commercial area it's 12.5 percent. So, just to give you that -- that context there. The preliminary plat was approved, again, in February of 2017. The development agreement was recorded in May of 2017. Albertson's opened in June of 2022 and all of these improvements were done with that and the final plat, then, with all those improvements was recorded in October of 2022. Let's see here. Here is just a few of the existing site photos that you can see. This one on the left is looking north on Eagle Road and the one on the right is looking west on Mount Etna and that is in your staff report. And here, again, is just the area in green is -- is what we are here for tonight, that 12.5 percent of the commercial property and, then, just to show you the preliminary plat and, then, the final plat. So, just wanted to give you some context of -- of where we have been and where we are going. During the entitlement process we did do a layout on the residential. The residential has -- has never been submitted, other than just zoning the property. It's currently still owned by Albertson's. The balance of the commercial has been purchased by Browman and Aaron will discuss that, but we just wanted to show you on that north property line -- if you can see here -- the -- one of the conditions was to line those up, so when a preliminary plat does come in for the residential those need to be lined up one to one, so that those northern -- the -- the existing homes and the new homes will be comparable and so what I -- what -- the main thing I wanted to show you here is what that does on that end for the cul-de-sac is it really doesn't lend itself to have any houses there with the way that that cul-de-sac needs to go with having those lots the same size on the one to one for the existing and the new and, then, again, that's that side. So, I will turn it over to Aaron here.

Zuzack: Excuse me. Good evening, Mr. Chair and Commission. My name is Aaron Zuzack. I'm the vice-president of Browman Development Company. Browman Development Company is a family-owned, long-term owner and operator of retail properties. We take pride in our developments. We are not a merchant builder or developer that is looking to build and sell our properties. We manage everything in house. You know, we are here to invest in the community and to provide the best in class, grocery anchored, neighborhood shopping center. Chase Bank will not only provide essential financial services, but also generate employment opportunities for the community. The bank is synergistic with the existing development and our goal is to complement the bank with an adjacent development on that northern parcel as well. You know, we started our journey in involvement in Firenze Plaza over three years ago. We purchased the property from Albertson's in early 2022 and since, then, we have constructed and helped construct and finish the Albertson's and open it in June of '22. We have also constructed four additional high quality retail and commercial buildings on site. We worked very hard to enhance the quality of the development by bringing best in class tenants and setting a new standard by enhancing the architectural design of the development. I have personally spent a great deal of time ensuring that the design theme of a shopping center, the architectural standards throughout the shopping center, are of the highest quality. We are excited to deliver to the community great tenants and public spaces that can be enjoyed by the neighborhood and the community. The DA modification process has really

been a long road for us. We have been working on this for well over 250 days. We -- we first had our pre-app meeting in early November with the city last year and we have been fortunate to work with staff and appreciate staff's thoughtful analysis of the application and we are in agreement with all of the conditions, except for two concerns raised by staff during -- regarding certain aspects of our proposal and, you know, first I would like to address the concern regarding the location of the driveway. We are requesting -- oh. Thank you. We are requesting the relocation of the driveway for a couple of reasons. Number one, we believe that the relocation of this driveway will help divert traffic away from the building entrances in the proposed development minimizing potential conflict between customers' vehicles and pedestrians directly in front of these buildings and businesses. This driveway is our only access to both properties. We have no other access to the property, other than from Mount Etna, and it's currently 219 feet from Eagle Road. We are requesting to move it an additional 89 feet, which will be a total of 308 feet from Eagle Road. The relocation of the driveway is actually going to provide an additional 89 feet of additional site distance for vehicles leaving the property, so that they could see how -- better visibility of vehicles coming on to Mount Etna from Eagle. In our experience, you know, direct cross-access driveways on public streets can at times be challenging for drivers to navigate the crossroad to access one site to the other, trying to get across multiple lanes of traffic. So, having an offsetting opposing driveway can at times be easier to navigate. In addition, the driveway relocation has been approved by ACHD and the relocation meets all of ACHD's policies and development standards. ACHD stated in their Findings and Consideration 3.1C that the applicant's proposal meets district policy and should be approved as proposed. We respectfully request to modify Condition A1, 2.8 and 2.8A to allow the development to proceed with the relocated driveway. The second concern I want to address is city staff has expressed disapproval of the second drive through use as shown on site Plan A for the north parcel and our development agreement modification application proposal. While we respect their concerns, we are really only requesting to modify the development agreement document to provide flexibility for multiple site configurations and allow uses under the C-C zoning designation. The city will retain full discretionary approval through the existing conditional use permit process for any future drive through use on that north parcel. So, we respectfully request to modify Condition A1.1A to keep both Concept Plan A and B in the development agreement modification. In conclusion, I respectfully request that the Planning and Zoning Commission's approval of our development agreement modification and conditional use permit application for Chase Bank with the minor changes as I presented. I'm available here to answer any questions and thank you for your time and consideration.

Seal: Commissioners, any questions? I -- I do have a question real quick. Sorry.

Lorcher: No. You're good.

Seal: Okay. Thank you. On the -- the Chase Bank and having the two different drive throughs, I tend to agree to having too many drive throughs in one location is not a good idea. If anybody wants to partake in Costco you will see why. The -- and -- and I have been to several Chase Bank locations that don't have a drive through. Is that a possibility here or are they just -- is that what they want in that location?

Zuzack: It is what they want in the location. I think, you know, the world has changed since the pandemic and I think that it's imperative to have that amenity -- to have a drive through ATM. It's a -- you know, drive throughs are challenging. You know, there is so many different types of drive throughs. You can -- it's hard to fit every drive through in one bucket; right? And in one box and -- and -- and that's why there is a conditional use permit process; right? Because not every drive through can fit in the same category. You can have, you know, de minimis drive throughs, like ATM's where there is not a lot of stacking or you can also have drive throughs that are extreme stacking situations. We don't know what the user is going to be on that northern parcel, but we want to avoid going through the development agreement modification process again, because it is a 250 day process when you start -- from start to finish between drafting plans up and -- and going to the pre-application meetings and, then, actually submitting, it's a very lengthy process that -- that is challenging, whereas, the city already has a mechanism in their hand to use the conditional use permit process to have a discretionary approval of, you know, accepting or denying a drive through.

Seal: Okay.

Thompson: If I could just add there, it really is just being transparent that we don't know what that north parcel is going to be and just adding that flexibility there. It's not tying the city's hands that -- that -- that they have to approve a conditional use permit for that, it's just being transparent that we may ask for one in the future and we didn't want to have to go through the development agreement modification process. So, that was -- that was the -- the intent behind that.

Seal: Okay. Thank you. Anything else, Commissioners?

Lorcher: Mr. Chair? So, the northern -- or the southern parcel is going to be the bank, Chase Bank, and so you don't have a tenant for the one that's closer to Albertson's: that's what you are saying; correct?

Zuzack: We do not. So, we don't have a tenant for the northern building --

Lorcher: Building.

Zuzack: Yeah. Partial. And, you know, we -- we vision that to be either be a multi-tenant retail style building, but, honestly, today we don't know.

Lorcher: Right. I mean your concept works as long as it's not like an In-N-Out.

Zuzack: Right.

Lorcher: Because, then, you have got so much things going around in circles you are not going to be able to handle anything. As far as the expenses are concerned to move the utilities, is that something your organization is willing to take on?

Zuzack: Absolutely. Absolutely. It's part of the development process. So, it's something that we fully know going into this process that all the costs are borne on the development.

Lorcher: And ACHD gave you -- gave that -- gave you their blessing to move the entrance to your commercial parcel 89 feet further back?

Zuzack: Correct. Yeah. The standard I believe for offsetting opposing driveways is 75 feet from each other and we exceed that at 89 feet.

Lorcher: And there will be a center turn lane in between or there will just be two lanes?

Zuzack: There is a center turn lane in between.

Lorcher: Okay. I'm good. Thanks.

Thompson: I'm sorry, I just have to say something. So, to the utilities -- the pipes are in the ground, but they have never been used, so I just -- I think that's important that, you know, there is -- there is pipes in the ground, but they have not been connected to anything at this point.

Seal: Okay. Commissioner Smith.

Smith: Thank you, Mr. Chair. I guess there is a question for staff regarding the -- if they -- if they are willing to -- to pay for the -- the utilities and -- and the -- the moving of that, that I'm fine with that. My only remaining question is that cross-access that was discussed and I was wondering if you could speak to that.

Ritter: Yes, Commission. So, the cross-access was put in -- it was part of the approved preliminary plat and final plat for Firenze Plaza Subdivision. So, that was something that was required with that. We do require cross-access when we do plats in commercial developments, that we get that cross-access for -- for people to not have to go back out onto the main roads and that's why we require the cross-access and that was the location that was approved with that development and that's why staff does not want it to move, because there are -- even though things may not be hooked up yet, but there are easement -- city easements there. The utilities are in there, so that is why we didn't want it -- the access point moved.

Lorcher: Mr. Chair?

Seal: Commissioner Lorcher, go ahead.

Lorcher: For staff again. So, would they -- for the development agreement would they ask for a variance to not have it directly across, so that it's more like an S turn? So, if I'm coming out of Albertson's you are suggesting that I want to go straight across whatever the -- the annex road is to get to Chase Bank, as opposed to coming out turning left and,

then, turning right again, is that what you are saying? Okay. I guess it's not a question. It's more of a statement. A clarification if you will.

Smith: Mr. Chair?

Seal: Commissioner Smith, go ahead.

Smith: Looking at -- sorry. I'm trying to find the right page in the -- if I'm -- if I'm looking at kind of this map -- if I'm going from Albertson's and I'm trying to go to Chase -- this is a question for staff. I don't really want to cross that close to Eagle, to be honest. I would prefer going -- is it Cubola -- is the -- the road parallel with Eagle to the west. Is the lower road -- is there a possibility for us to act -- like I guess my question is has there been some analysis done on the thought of letting them move this and, then, when whatever is developed to their immediate west you are creating not a stub, but an ability to cross-access with that development. So, someone coming from Albertsons could go northbound into Cubola into whatever the parking lot is for that development that would be there and, then, come in to Chase without having to cross immediately next to Eagle, because that's -- I -- I -- I think that's just -- my issue is -- is I understand the cross-access aspect, but I don't know that I would want to be going that -- straight across that close to potential impact point.

Ritter: Commission, the access straight across there goes into the residential area. That's the R-8 residential area there.

Smith: That is R-8 immediately to the west of the development?

Ritter: Yes.

Smith: Got it. I got it. Okay. Never mind. I retract. Sorry.

Thompson: Sorry, I -- I'm not following. So, the -- the area in red on here is the -- the property that we are talking about, that -- can you see that? That red up --

Smith: Yeah. I was -- I was floating an idea that now I see doesn't make sense, so --

Thompson: So -- and I -- and I also want to say I'm not sure what the cross-access has anything to do, because these are public roads, which ACHD has jurisdiction of, so -- so, I -- I wasn't following your --

Smith: Yeah. I guess I -- so, with the -- the caveat that it doesn't look like it's feasible, my thought was allowing this movement and, then, for ability to kind of navigate a little bit better from Albertson's, being able to go north on Cubola and, then, if there were an ability to turn, then, right into that parking lot from whatever is developed there in the future. Not feasible I see now. But that was -- that's kind of where my head was at, so --

Zuzack: If you don't mind, you know, I actually think moving the driveway is going to be easier for -- for -- for vehicles to -- to maneuver there and the reason I say that is because if you are coming out of the Albertson's Center, you know, there is a lot -- a lot happening right there at that intersection coming off Eagle Road and cars are coming off of Eagle and you have to, then, try to jump two lanes of traffic, plus the -- the -- the -- you know, the -- the turn lane in the middle while all these vehicles are moving, whereas, you can come out of -- out of the driveway into that center turn lane and wait for vehicles to pass that are coming off of Eagle and, then, take a right into our proposed Chase development. So, I think, you know, moving this actually is safer for a number of reasons and that's one of them. The other is that if you are leaving the Chase development, having that extra 90 feet of vision -- of sight vision you can see vehicles, you know, that are coming on to Mount Etna easier and the third thing I would say is that there are a lot of ways to access the site. You know, there is -- there is -- you can exit out of Albertson's a little bit further west in front of one of our other multi-tenant shop buildings that we just built and, then, make a right and, then, you would be able to make a left into the Chase site. So, there is a number of different ways to access it and -- and so at the end I think moving it actually provides a safer configuration.

Smith: Thank you.

Seal: Commissioner Lorcher, anything?

Lorcher: So, the proposal is for the DA modification, which goes to City Council, is to offer both options; is that what I'm hearing? Is that what we are voting on tonight?

Seal: Correct.

Lorcher: And, then, the --

Seal: Essentially we would need to modify -- we would need a modification to the motion in order to allow for that. Staff has said that they do not want Option A included. They -- or Concept A included. They would like that stricken. So, if we would like to give them the opportunity to have Concept A and Concept B go to City Council we will need to make sure that that's mentioned in --

Lorcher: The motion.

Seal: -- the motion. Uh-huh.

Lorcher: And as -- and it's your wish that both concepts be presented to City Council and you will accept whichever one they decide on; correct?

Zuzack: That's correct. And -- and that in addition to modifying the conditions to allow us to move the driveway, because Condition A1 had stated that within 15 days prior to the City Council hearing the applicant shall provide a revised concept plan that shows the property access in the existing location. We would -- we would request to strike that from

the conditions of approval, so that we have -- so, that we can move the driveway as proposed on the site plan.

Lorcher: Yeah. I think it's -- that's probably City Council's decision. And, then, the second part is to allow the development agreement to offer two drive throughs; correct? Isn't that the second thing we are kind of voting on? That's not -- that's not the CUP, is it?

Seal: No. That's the -- I mean, essentially, the two things in contention right now are either the Concept A or Concept B.

Lorcher: Uh-huh.

Seal: Concept A is the drive through or not a drive through.

Lorcher: Oh. Okay.

Seal: On the northern bound property and, then, the second piece is the -- moving the -
- the entrance.

Lorcher: Okay. All right. Thank you. Just needed to clarify.

Thompson: So, just to clarify, it's not Option A or B, it's Option A and B. So, in the future whatever that ends up being, we don't have to come back for a modification.

Zuzack: A DA modification.

Thompson: Yeah.

Zuzack: Because there is already the conditional use permit process which will, you know, vet the drive-through use.

Seal: Commissioner Sandoval, do you have anything to add or any questions?

Sandoval: No questions.

Seal: Okay.

Ritter: Commissioner?

Seal: Go right ahead.

Ritter: I noticed that in the red line strike through for the modification you -- the applicant had stricken through the R-8 zoning and I think that was a mistake. Your red line strikethrough version that you sent in to staff. So, I think that was a mistake that you guys struck out that the R-8 zoning on that document -- I just wanted to make sure that -- that is left in the DA, that you are not trying to take that out.

Zuzack: We are not trying to make any changes to the residential zoning.

Ritter: Okay. So, the only thing that we are -- is just updating the owners and just the four lots here.

Zuzack: Yeah. And frank -- I mean, frankly, all -- the only thing we were trying to update exactly on this entire development agreement modification was just this -- this two acre piece of the entire development. We didn't really -- we are not proposing to make any other changes other than just the two acres.

Ritter: Okay.

Seal: Anything from the Commissioners? Really quick. Do we have anybody signed up to testify?

Lomeli: Thank you, Mr. Chair. We do.

Seal: Okay. Thank you.

Lomeli: We do have Joy Livingston that signed up online. I don't see her name on Zoom.

Seal: Do we have anybody online that would like to testify? If so, please, hit the raise hand button. Quite a few people online tonight. Anybody in Chambers want to testify at all?

Lomeli: Mr. Chair, Romeo Gervais.

Seal: Good evening, sir. Need your name and address for the record, please.

Gervais: Perfect. My name is Romeo Gervais. I live at 3019 East Fratello Street, the residential immediately north of this project. As Tamara said, I guess I would like to start with a little history, too. So, when I moved into this area there was goose hunting in my backyard and geese falling out of the -- it was the county line. So -- so, it's changed quite a bit in the years and -- and certainly to be expected I think with development and growth of the city. As staff had mentioned -- and I think both staff and the applicant had kind of addressed -- one of my big concerns with the DA modification was the red line proposal in the documents online. I think -- I think it's been pretty well put on the record here that the intention is not to change some of the requirements, but if you look in the records on the file on page three and four of the DA redline modification, the applicant strick -- had stricken conditions 5-D, H, I, J and L and I'm not in support of that modification. So, it sounds like everybody is in agreement that that's not really part of the proposal, but just putting that on the record that those conditions are tied to that R-8 zoning and, then, the interfaces between the existing residential and the development, so -- the -- the other thing I guess I would mention is I do support staff's comments with the removal of the second drive through or C-1 if you will. Plan sheet C-1. That drive through -- when we initially came in with this subdivision it wasn't intended to be a -- kind of a neighborhood

office if you will. It was kind of proposed as doctor's offices, things like that. Kind of a lower use, 8:00 to 5:00, Monday through Friday kind of use. Not necessarily opposed to injecting some of the retail or even the bank. The bank maintains those same hours. Not really that opposed to a drive through ATM. I think, once again, low usage, but as that site plan to the north -- or to the north would potentially propose that additional drive through, I think there is some use conflict that it creates or could create that I don't think was intended with the initial development, if you will, with an office use. So, going from, you know, cornfield, estate residential kind of in the comp plan when I bought my lot, to now a mixed-use -- at least compatible R-8 with office now going to some mixed-use retail -- okay. But going all the way to an In-N-Out probably not supported. Or definitely not supported by me. So, that -- that would be a couple of different things there. Do support staff's comments with regards to the access location. I have no opinion. So, whatever you guys so decide with that I don't know that it's a big deal. The other component with the DA site plan that I guess I would ask for is it's currently showing three different dumpster locations, two kind of on the merge joint lot line, one up on the north closer to the residential. Being so close -- it's 250 feet or so to existing residential I get worried about dumping and things like that, so -- and I apologize, I'm probably going over my time, but I have a lot of -- I do agree or appreciate the landscaping and the 25 foot buffer yards. But as they did with the final plat, I would ask that they continue that or put in that entire fencing around the whole lot now, as this -- when the Chase Bank comes in it's going to create that use and, once again, I think is pertinent to the CUP for the Chase Bank where it's impacting the residences right now. So, I would ask that that landscaping be added there. And with that I guess I would stand for any questions.

Seal: No questions. But there are going to be empty seats on the Commission. I invite you to apply with that. Thank you. I really do appreciate citizenry that pays attention to the finer details and that was very detailed.

Gervais: Maybe part of my day job, Commissioner.

Seal: That's -- that's okay.

Gervais: Thank you.

Seal: Thank you. Madam Clerk, anyone else?

Lomeli: We have a Mark -- I apologize, I don't want to mess his name up. Blocovich?

Seal: No? Anyone else? No? Anyone else want to testify? Going once. Going twice. Anybody online? Haven't seen anybody hit the raise hand button. All right. With that would the applicant would like to come back up for any rebuttals?

Zuzack: Yes, Mr. Chair. I think I would like to potentially explain I think the confusion on the DA red lines. When we applied for this there was some confusion on whether or not this should be a new development agreement, because, you know, we are one owner inside of a master plan per se of Albertson's still retains ownership of the residential, we

have ownership of the retail shopping center and so when I red line to the document I was trying to create -- I mean I provided our -- my comments, our comments, to the city staff and I was trying to create it -- cater it more towards just the two acres, because that's all we were trying to do is modify the two acres. So, I just wanted to clarify that component to it of the confusion.

Seal: Okay. Thank you. Appreciate the clarification. Commissioner Smith, do you have something on that?

Smith: Yeah. I did have one question regarding the dumpsters that was brought up. I figured since we are doing this might as well just see if there is an opportunity to clean anything up. Regarding -- there is fencing proposed, et cetera, but regarding the proximity on the -- the northernmost dumpster location, but also considering the fact that west of this there would be additional residential property. Are -- are those set in stone or are we envisioning potentially moving them away from residential properties? Is that -- would that be kosher for us to -- would that be amenable for us to include some language around that?

Zuzack: So, I think -- well, the dumpster for the southern half, the Chase Bank side, is something that -- that's the location that fits very well and complementary to the circulation of their facility. It's also, you know, relatively de minimis in terms of what's being, you know, used there. You know, we also -- you know, to address the concerns about illegal dumping, we -- you know, we manage everything in house. We have -- property managers are very diligent and that's something that we don't accept and if it -- you know, if there is illegal dumping we get rid of it as quickly as possible. It's something we don't -- you know, there is a few things in our company that are really important to us and that is one of them. As it relates to the site plan and the location of the dumpsters on the northern half, that's something that I envision would be vetted through the conditional use permit process when and -- when that does come forward those locations would be heavily, you know, looked at in compatibility to the development that we are proposing at that time. So, to answer your question, I think, yes, there is some flexibility. We don't know who the user is. It's definitely not In-N-Out, you know, so -- but we are -- we are -- you know, we are -- we don't -- we don't have a user today and -- and at that -- when we do -- when we have that user that's when we would, you know, present a site plan, you know, through that process and we could work on it then.

Smith: Thank you.

Seal: Quick -- one final -- oh. Kurt, go ahead. I just had a question on the -- is -- as I'm conceptualizing the -- the property in general is would -- would you consider moving Chase Bank north?

Zuzack: No. I think that's a -- that's something that they feel very strongly about that they want to be at that location. It's -- it's predicated on the -- the deal moving forward, to be honest with you.

Seal: Okay. That just would solve a lot of the issues that we are talking about immediately, so -- just had to ask.

Zuzack: Understood. Understood.

Seal: Kurt, you had something to add?

Starman: With your permission I had a quick clarifying question for the applicant and -- you had a screen -- you had one of your screens up just a moment ago that showed your proposed changes to the DA language. Can you pull it up one more time real quick? Perfect. I just want to clarify with the applicant. The -- near the top third of the page where it inserts Plan A and B, that -- that's your proposed change; correct?

Zuzack: Yes, sir.

Starman: I just want to -- I just want to confirm I think -- and I think your colleague mentioned this, but I think would that make sense to have Plan A or B? I agree that you can't do both. It's one or the other; correct?

Zuzack: That -- that is correct. It's one or the other. But we would respectfully request to have both plans included in the DA modification, so that we have flexibility to, you know, have multiple options when it comes to the future development of that northern parcel.

Starman: Yeah. Thank you. I appreciate that. I understand that one hundred percent. I'm just saying from a grammatical and technical perspective to accomplish the goal you just mentioned I think that language needs to say that consistent with the -- with Concept Plan A or B. That gives you the possibility of one or the other, but you can't -- it's not possible to do both; right? It's one or the other.

Zuzack: That's correct.

Starman: Okay. So, we will -- we will collaborate with you between now and City Council.

Zuzack: Perfect.

Starman: Thank you.

Parsons: Mr. Chair, if I could just add -- at least give Aaron some assurances, since he's bringing up the DA process. It really isn't that complicated and I'm sorry that it's taken this long to get you here. But in my experience with DA modifications the City Attorney's Office will prepare that document and if you are successful in achieving it and/or concept plan, then, those will be -- both those concept plans would be attached to the new DA that would be subject to the two acre parcel. So, we will have you covered either way, Aaron, so it really should say or -- but, again, we can -- if the Commission feels like they want to make that recommendation tonight we will certainly change that as we transition to City Council.

Zuzack: Thank you for the clarification.

Seal: Okay. Commissioners, anything further? No? All right. Thank you very much. Appreciate your time. And with that I will take a motion to close the public hearing for File No. H-2024-0007 for Firenze Plaza.

Smith: So moved.

Lorcher: Second.

Seal: It's been moved and seconded to close the public hearing for File No. H-2024-0007. All in favor, please, say aye. Public hearing is closed.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

Seal: I will jump in real quick on this one. So, as -- as far as the Concept A and B, I understand the reasoning behind keeping both of those in there. I understand the desire to not have that, but I don't think that we want to cut them off at the -- at the knees on that one at this point in time. There might be something that goes in there. God forbid it actually be an In-N-Out. But I -- I -- you know, there -- there may be a use case that goes in there that, you know, nobody's thought of yet that we all go, wow, I really wish that could go in there. We just can't do it, because of, you know, something that was excluded. So, I don't know what that might be, but I hope it comes to Meridian. On moving the drives -- the -- the drive aisle there -- the drive -- the entrance, I understand the idea that if we offset it that it becomes easier. That is one side of the argument. But the -- kind of the reasoning behind having that direct access is you have eye contact. So, when I'm going out and I'm coming in I have got eye contact with somebody. I know what they are doing across the street for me. They know what my intentions are as well. Where if you have three offsets in a very very short amount of time, you are just going to have everybody going to the same place all at the same time. So, I think that that is a consideration that we need to make. Generally speaking I'm kind of supportive of staff as I have been educated over the years. I have my own opinions and as I'm educated on things I learned that there is a lot of good reasons for some of the regulations that we have that we haven't always thought of. So, that's a consideration for me on that. As far as getting to that, following Commissioner Smith's logic, to be honest, if I had to go to the bank over there that's exactly the route I would take. I would go behind Albertson's or to the -- to the west and I would come around the other way, just so I didn't have to cut all the way across in order to get there, so -- I mean, unfortunately -- fortunately or unfortunately, Albertson's put their entrances and exits -- exits where they are. We do have, you know, specifics in the code that kind of regulate that. So, I would -- I would be more apt to support staff in that decision. Other than that, wish you all the luck in the world on this. Glad to see more development for businesses coming into Meridian.

Smith: Mr. Chair?

Seal: Go right ahead.

Smith: Again for the second time tonight, I think I'm -- I'm exactly flipped of where you are at, although I don't -- you know, I don't feel so strongly about it that it needs to be some certain way. I do tend to support the moving of the -- of the -- of the entry -- entry - - of that entrance to the property. I think that that makes sense to me. Again, with the understanding that I'm more of a layman and I haven't probably had many of those conversations. Just intuitively that kind of makes a little more sense to my head. But I - - my thought around Concept A versus B -- my only thought is there is something that were to go in there, they still could approach it with another DA mod, if I'm -- if I'm not mistaken and I almost am wondering if the intention is to probably have something that's not a drive through in there, if it's worth adding an extra step of scrutiny with a DA mod, if they were to put another drive through in there. So, again, I don't feel super strongly in either of these. I'm generally in support of the application either way, but those are just some thoughts that kind of where my head's at at the moment.

Seal: Commissioner Lorcher? Commissioner Sandoval?

Lorcher: Mr. Chair?

Seal: Go right ahead.

Lorcher: Not knowing who the north client is going to be, I feel like is a hindrance to make a good choice as far as whether or not to offer two drive throughs or not. I mean one could be a dry cleaner, you know, or it could be -- I think there was a Jersey Mike's, but it -- it could be a Subway. It could be -- you know, it could be anything; right? It could be something high volume. It could be something very low volume. And I -- and I -- that's the challenge that I have. But also understanding and acknowledging your comments since the pandemic the way we manage our business and whether we eat or we dine or we bank or whatever we do is -- is definitely more in our cars and I don't see that going away anytime soon. So, I don't know, I'm -- I'm kind of torn on this one as well. I think the best thing to do at this point is to provide City Council with as many options as possible and I -- you know, I understand staff's concern for the -- the drive through or the drive across the -- where it connects, but I also see the value of it being staggered. So, I would be more -- I would be in favor of what the DA modification to say plan A or B to go -- to recommend for City Council.

Seal: Okay. Commissioner Sandoval, anything to add?

Sandoval: Mr. Chair, so to me it -- it actually makes sense to have the off -- offset, so people aren't trying to jet across both lanes at the same time quickly. Again, I think that's a good option to -- to move forward and as far as the north end of the site, you know, it looks like it's going to be residential and if it is right now at least be the open space, they will probably put, you know, adequate screening. It will be a consideration if there is a drive through there. So, I think we should leave both Options A and B -- or B, however you want to word it, to City Council.

Seal: All right. Thank you very much.

Smith: Mr. Chair?

Seal: Are you ready to make a motion?

Smith: I more have a question for Commissioner Lorcher just to make sure I'm on the same page. Commissioner Lorcher, did you -- was your intention to keep -- so A or B, but keep staff's recommendation to leave the drive aisle where it is or did you have --

Lorcher: I actually don't have a preference, so -- I mean if it's -- if it's a rule, then, we should follow those rules. But, you know, grocery -- grocery store parking lots can get a little crazy, especially with all the retail that they have around here, personally I would do what you would do, I would go around the back and kind of come around, because I -- I personally wouldn't want to shoot across. But that's -- that's me. And I don't like turning left either, so -- or driving at night. So, you know, don't count me as like a normal driver. But I mean I would -- if it was me I would probably like it staggered just because that was more of a sight line away from Eagle Road. But if it's a rule in the city that says we want that cross-access then -- and this is the only exception in the city, then, we should follow that rule. So, I -- I don't know if there is other exceptions to it or not, but --

Seal: Bill?

Parsons: Mr. Chair, Members of the Commission, in this particular case there isn't a rule for that -- well, there is a rule for that access is that they take access from a local street, which they are doing. So, them keeping the curb cut where it is or moving it is not violating any rule and in our world and as you mentioned, Chairman, it's just best practice to have driveways align. That's what we are trying to do. And since the utilities are already there, you know, we want to be cognizant of our Public Works partners that we are not putting - - making sure no one's encroaching or impacting those utilities that are underground. That's why we are having the discussion with you on keeping the curb cut. But there is no zoning ordinance rule that says he can't move that, because he is still taking access from a local street. Now, on the cross-access issue, the applicant owns the property, so, technically, there is no cross-access. He can't grant himself access. He owns both properties. But when looking at the recorded plat, there are CC&Rs in place that speak to how that cross-access is to occur in the development and we don't get copies of the CC&Rs. So, I'm only bringing this up just to let the developer know that if it does get sold in the future that's something that may have to be addressed, if one of those parcel sells off and someone comes to the city and ask us about cross-access we are going to be like you need to pull the CC&Rs and see how it's spelled out. Just for the records and make it clear on that. So, long story short, is if you want them to -- if you support their -- their request to remove that and the applicant's provided you the guidance to do that. If you want to side with staff, again, they are in front of you as a body tonight, so Council will have another bite at the apple to discuss relocation and the two concept plans as you have already discussed.

Seal: Okay. Thank you. Appreciate the clarification on that. If there is no more questions I'm more than happy to take --

Smith: Mr. Chair?

Seal: Commissioner Smith, go ahead.

Smith: I got one. I think it's just some context, I think, because this is more of a recommendation and City Council can -- can take it or modify it or -- I think I will go with kind of where -- it seems like the -- the room is at at the moment. So, with that being said, after considering all staff, applicant, and public testimony I move to recommend approval to the City Council File No. H-2024-0007 as presented in the staff report for the hearing date of July 18th, 2024, with a modification to allow Concept Plan A or B -- or A and B or whatever that language is and to allow the applicant to go forward with the offsetting of the driveway per their request.

Seal: Do I have a second?

Lorcher: Second.

Seal: It's been moved and seconded to recommend approval of File No. H-2024-0007 for Firenze Plaza with the aforementioned modifications. All in favor, please, say aye. Opposed nay? Motion passes. Thank you very much. Appreciate all the time on this.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

7. Planning and Zoning Commission Elections

Seal: And with that we will go back to Item No. 3, which is the Planning and Zoning Commission elections. I will be stepping down as chair and so we need to elect a new chair and if that happens to be Maria, then, we will also elect a vice-chair and I'm not -- and I'm not it.

Lorcher: Not a lot of people here tonight.

Seal: Yeah. Yeah. I mean I have, you know, put thought into this and Commissioner Sandoval is brand -- brand new and -- and still learning the ropes. You know, we have some folks that have indicated that their time is going to be tough to fulfill on Planning and Zoning as well. Some of those folks are not with us tonight as well. So, if I'm making a recommendation or a motion, then, likely, I will go with the experience of the Commission so far and that would be with Commissioner Lorcher as president and I mean with that my next recommendation would be Commissioner Smith be the assistant chair. That's kind of where I'm at with things and I'm more than welcome to discuss all of that.

Lorcher: Are you nodding that that would be in agreement with you?

Smith: Yeah. I think that's totally fair. I'm anticipating being on this Commission for the foreseeable future, so --

Seal: Good.

Lorcher: So, what do we do next? Do I get to make the motion for this? Do I get to make a motion, Kurt?

Starman: Mr. Chairman, Commissioners, any of the Commissioners can make a motion, including the chair. So, whoever would like to make the motion -- I know somewhat awkward if you are part of the motion. You can do that as well. There is no prohibition against that. So, whoever -- whichever Commissioner would like to make a motion that would be appropriate or would be fine and -- whether that's you, Mr. Chairman, or someone else.

Seal: Okay. I will -- I would love to do this. It's -- then it's not all about me. I move that Commissioner Lorcher is the next chair of the Commission.

Smith: Second.

Seal: It's been moved and seconded to elect Commissioner Lorcher as chair of Planning and Zoning Commission. All in favor, please, say aye. Opposed nay? Congratulations.

Lorcher: Thank you.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

Seal: With that I will -- I also make a motion to elect Commissioner Smith as the vice-chair for the Planning and Zoning Commission.

Lorcher: I second that.

Seal: It's been moved and seconded to elect Commissioner Smith as the vice-chair of Planning and Zoning. All in favor, please, say aye. Opposed nay? Welcome to the -- welcome to the assistant chair position.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

Seal: So, good deal. And I don't know if there is anything that the two of you officially need to do. Maria's already well versed in what needs to happen in pre-meetings and things like that and so I will let her pass that education on to you in your -- your new duties. Kurt, was there something you want to add?

Starman: No.

Seal: Okay. I saw you hit the button, so I'm quick draw on this one. With that I will take one more motion.

Lorcher: Mr. Chair, I motion we adjourn.

Smith: Second.

Seal: It's been moved and seconded that we adjourn. All in favor, please, say aye. We are adjourned. Thanks everyone.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

MEETING ADJOURNED AT 8:52 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS.)

APPROVED

ANDREW SEAL - CHAIRMAN

_____|_____|_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Public Hearing for McKay Farm Subdivision (TECC-2024-0001) by Sam Johnson, Scentsy, Inc., located at 5875 S. Eagle Rd.

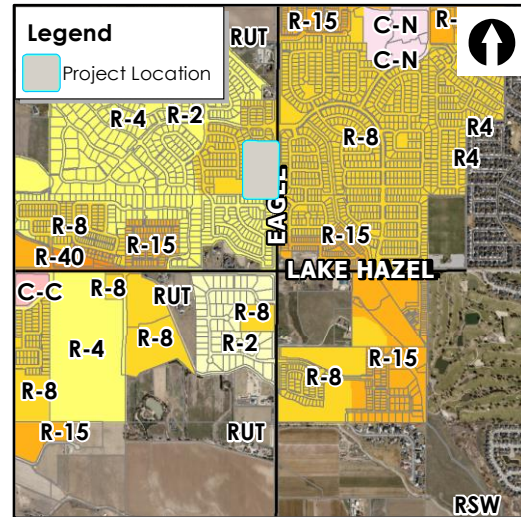
Application Materials: <https://bit.ly/TECC-2024-0001>

A. Request: for a second time extension for the preliminary plat of McKay Farm Subdivision

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 8/27/2024
 TO: Mayor & City Council
 FROM: Linda Ritter, Associate Planner
 208-884-5533
 SUBJECT: TECC-2024-0001
 McKay Farm Subdivision
 LOCATION: 5875 S. Eagle Road, on the west side of S. Eagle Road between E. Amity Road and E. Lake Hazel Road, in the NE ¼ of the SE ¼ of Section 32, Township 3N., Range 1E.



I. PROJECT DESCRIPTION

Request for a two-year time extension on the preliminary plat in order to obtain the City Engineer's signature on a final plat.

II. SUMMARY OF REPORT

A. Project Summary

| Description | Details | Page |
|--------------------------------------------|------------------------------------------------------------|------|
| Acreage | 10.5 | |
| Existing/Proposed Zoning | R-8 | |
| Future Land Use Designation | Medium Density Residential (MDR) | |
| Existing Land Use(s) | Residential and Agricultural | |
| Proposed Land Use(s) | Residential | |
| Neighborhood meeting date; # of attendees: | 03/07/2024 | |
| History (previous approvals) | H-2020-0030 (AZ, PP); DA Inst. #2020-095243; TED-2022-0002 | |

III. APPLICANT INFORMATION

A. Applicant:

Sam Johnson – Scentsy Inc, 2701 E. Pine Ave, Meridian, ID 83642

B. Owner:

Sam Johnson - HBU Investments LLC, 2701 E. Pine Ave, Meridian, ID 83642

C. Representative:

Sam Johnson - Fairbourne Development LLC, 2701 E. Pine Ave, Meridian, ID 83642

IV. NOTICING

| | City Council Posting Date |
|--------------------------------------------------------|----------------------------------|
| Notification published in newspaper | 8/6/2024 |
| Notification mailed to property owners within 300 feet | 8/5/2024 |
| Applicant posted public hearing notice on site | 8/15/2024 |
| Nextdoor posting | 8/6/2024 |

V. UNIFIED DEVELOPMENT CODE ANALYSIS ([UDC](#))

Per UDC 11-6B-7C, “Upon written request and filing by the applicant prior to the termination of the period in accord with subsections A and B of this section, the director may authorize a single extension of time to obtain the city engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the director or city council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of this title.”

VI. STAFF ANALYSIS

The Applicant requests approval of a 2-year time extension on the preliminary plat in order to obtain the City Engineer’s signature on a final plat. The previous time extension approval was set to expire on June 23, 2024; however, the subject time extension application was submitted prior to the expiration date as required.

The preliminary plat (H-2020-0030) for this project consists of 42 building lots, 9 common lots, and approximately 11% qualified open space on 10.5 acres of land in the R-8 zoning district and was approved by City Council on June 23, 2020. A 2-year time extension (TED-2022-0002) was approved by the Director to extend the period of time to June 23, 2024 in which the City Engineer is required to sign a final plat. The reason for the previous time extension request was due to the adjacent subdivision not yet being constructed which is the utility and vehicular access for this subdivision. No new conditions were placed on the application with the time extension.

The reason for this time extension is that the applicant states they have been waiting for the neighboring developer, Boise Hunter Homes, to bring the underground infrastructure through their project and to their property. The applicant also states, the rule of bringing infrastructure to and through is not being upheld by the neighboring developer nor the City of Meridian in this scenario. The developer states, to date, Boise Hunter Homes has intentionally not developed their final phase to keep them from developing their plat.

Since the preliminary plat was approved, an amendment to the common open space and site amenity standards listed in UDC [11-3G](#) changed. The provisions for common open space increased from 10% to 15% and require compliance with the quality standards in UDC 11-3G-3A.2 and the qualifications in UDC 11-3G-3B. The provisions for site amenities changed from one (1) required amenity to a point system based on the area of the development per the point values listed in UDC Table [11-3G-4](#).

A total of 10.9% (or 1.15 acres) of qualified open space is depicted on the preliminary plat consisting of a large common lot with open space, a smaller common lot that holds the irrigation pump station, parkways along all proposed local streets, and half of the arterial street buffer to S. Eagle Rd. **Under the current standard (i.e. 15%), a minimum of 1.58 acres is required for the 10.5-acres. In order to comply with the current open space standards, the applicant will be required to meet the current open space requirement.**

A total of one (1) site amenity was proposed with the preliminary plat consisting of a picnic area with shade structures located in the large open grassy area for easy access by all residents in the development. The open grassy area proposed with this development is not large enough by UDC standards to count as qualified open space and a site amenity but Staff finds that it will still be used as if it were an amenity due to its location and its relative size to the size of the proposed project.

The current standard requires one (1) point of site amenity for each five (5) acres. Per the approved Development Agreement (DA), the applicant was required to provide an additional site amenity per UDC 11-3G-4. Adding more open space to the development might result in losing some of the originally planned lots.

The applicant needs to update the final plat to comply with the DA stipulations as follows:

- The DA limits the number of lots that can be accessed via a single common driveway to two (2) lots.
- There are currently four (4) common driveways, each serving more than two (2) lots. This setup does not meet the DA requirements.

To comply with the DA, the applicant will need to either redesign the layout to ensure that no more than two (2) lots are served by each common driveway or potentially lose additional lots to meet this requirement.

Approval of the subject time extension will allow the Applicant to obtain the City Engineer's signature on a final plat and proceed with development of the property. If City Council does *not* approve the requested time extension, the preliminary plat will expire and a new preliminary plat application will be required.

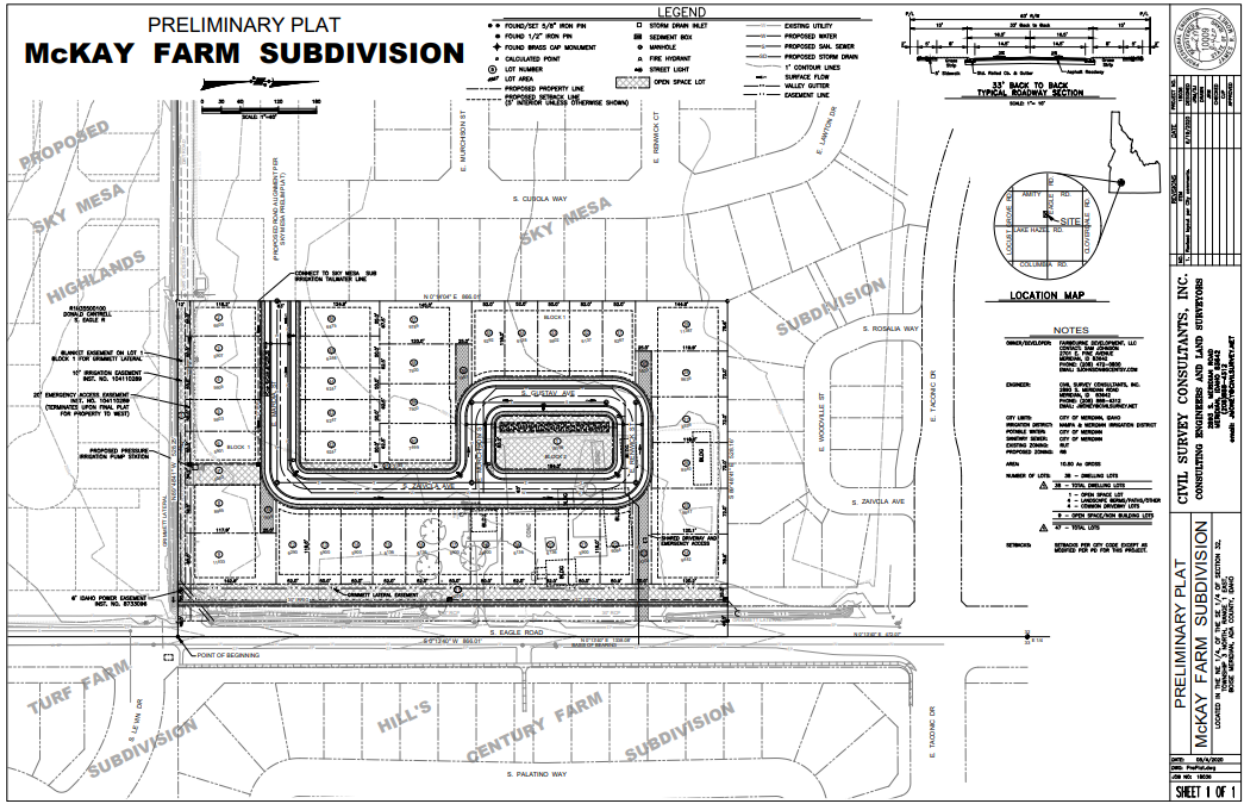
VII. DECISION

A. Staff:

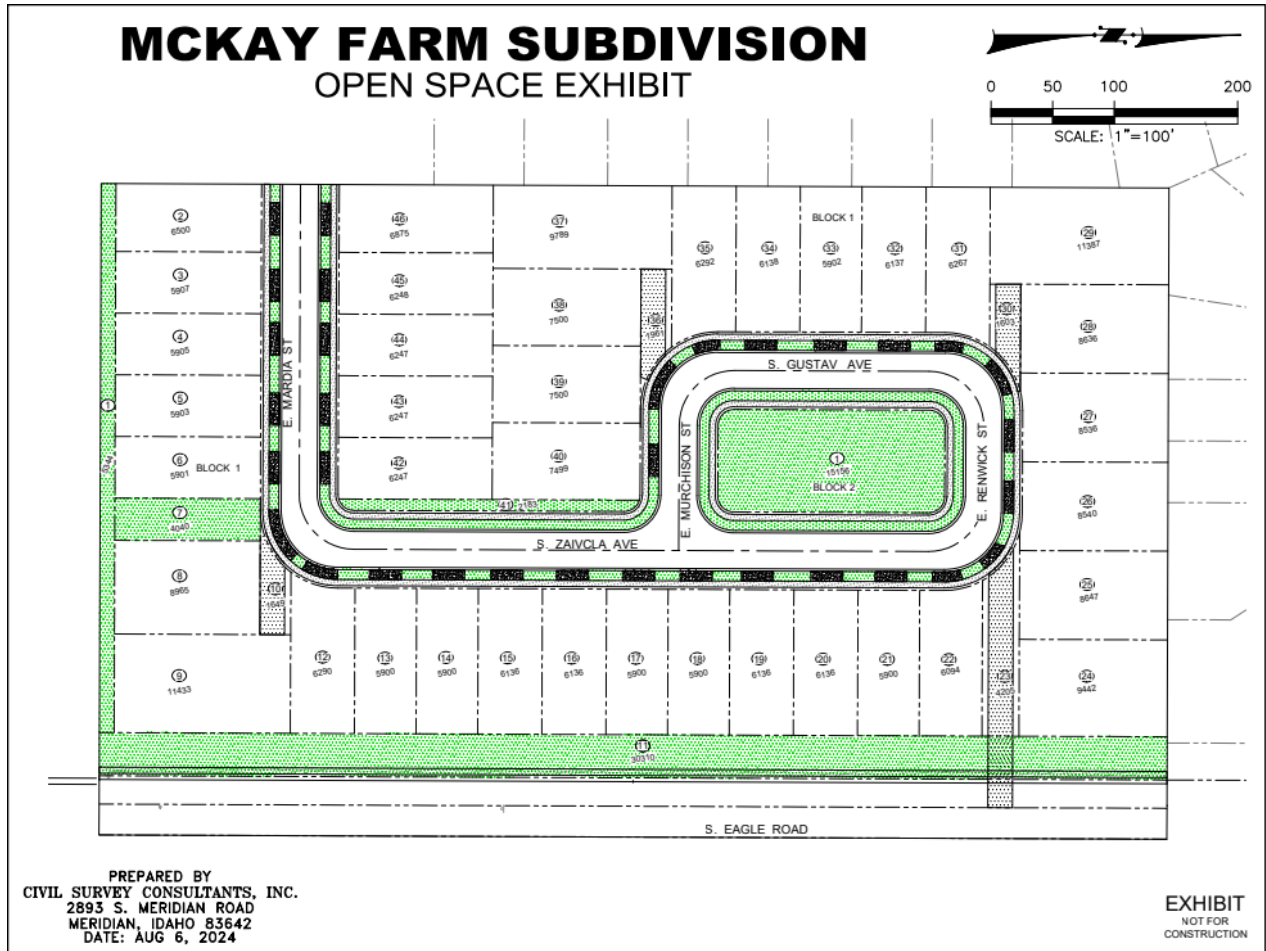
Staff recommends approval of the proposed time extension for a time period of 2 years as requested for the application to expire June 23, 2026.

VIII. EXHIBITS

A. Preliminary Plat (date: 1/31/2020)



D. Open Space Exhibit (date: 8/6/2024)



McKay Farm Subdivision

Open Space Calculation

Prepared By:
Civil Survey Consultants, Inc.
2893 S. Meridian Road
Meridian, Idaho 83642
Date: August 6, 2024

$$\text{Open Space Percentage} = \left(\frac{\text{Total Open Space}}{\text{Total Sub Area}} \right) \times 100 \%$$

| Open Space Lots | | | |
|-----------------|--------------|-------------|-----------------|
| Lot # | Area (Sf) | Acres (Ac) | Additional Info |
| Lot 1 Block 1 | 5344 | 0.12 | - |
| Lot 7 Block 1 | 4040 | 0.09 | - |
| Lot 11 Block 1 | 30310 | 0.70 | - |
| Lot 1 Block 41 | 2183 | 0.05 | - |
| Lot 1 Block 2 | 15156 | 0.35 | - |
| Total | 57033 | 1.31 | |

| Parkway Calculations | | | |
|------------------------------|-------------|-------------|-----------------|
| Category | Area (Sf) | Acres (Ac) | Additional Info |
| Gross Parkway Area (8' Wide) | 15727 | 0.36 | - |
| Number Building Lots | - | - | 38 Lots |
| Typ. Driveway Width | - | - | 26 ft |
| Driveway Area | 7904 | 0.18 | - |
| Net Parkway Area | 7823 | 0.18 | |

Total Given Sub Area¹: 415813 Sf or 9.55 Acres

$$\text{Final Open Space Percentage} = \left(\frac{57033 + (15727 - 7904)}{415813} \right) = 15.6\%$$

¹ NOTE: The S. Eagle Road right-of-way was not considered for the open space square footage calculation.

IX. CONDITIONS OF APPROVAL

1. Provide an additional .43-acre of common open space that complies with the quality standards listed in UDC 11-3G-3A.2, the qualifications listed in UDC 11-3G-3B and the general standards listed in UDC 11-3G-5.
2. Provide an additional site amenity for a total of two (2) amenity points that comply with the qualifications listed in UDC 11-3G-4 and the general standards listed in UDC 11-3G-5 per the recorded DA.
3. Comply with all previous conditions of approval for this development H-2020-0030 (AZ, PP); DA Inst. #2020-095243; TED-2022-0002.



AGENDA ITEM

ITEM TOPIC: Resolution No. 24-2468: A Resolution of the City Council of the City of Meridian Certifying the Levy of \$504,546 of Forgone Property Taxes in Fiscal Year 2025 for the Specific Purpose of Funding Firefighter Personnel Expenses and Providing an Effective Date

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON,
STRADER, TAYLOR, WHITLOCK**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDIAN CERTIFYING THE LEVY OF \$504,546 OF FORGONE PROPERTY TAXES IN FISCAL YEAR 2025 FOR THE SPECIFIC PURPOSE OF FUNDING FIREFIGHTER PERSONNEL EXPENSES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code section 50-235 empowers the City Council to levy taxes for general revenue purposes; and

WHEREAS, Idaho Code section 50-1002 requires the City Council to pass an annual budget, which is referred to as an annual appropriation ordinance; and

WHEREAS, Idaho Code section 63-802 sets limitations on all taxing districts concerning the amount of property tax revenue that can be used to fund programs and services; and

WHEREAS, Idaho Code section 63-802(1) authorizes each taxing entity to increase property tax budget amounts by a maximum of three percent (3%), plus an amount calculated based on the value of both new construction and annexations added during the previous calendar year, plus an amount for forgone property taxes; and

WHEREAS, the City Council intends to collect \$504,546 of forgone property taxes in Fiscal Year 2025 for the specific purpose of funding firefighter personnel expenses; and

WHEREAS, the recovery of \$504,546 of forgone property taxes in Fiscal Year 2025 complies with the one percent (1%) limitation set forth in Idaho Code section 63-802(1)(e)(ii); and

WHEREAS, the City Council has satisfied the noticing and public hearing requirements set forth in Idaho Code section 63-802(1)(e)(i) to collect \$504,546 of forgone property taxes in Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the City of Meridian certifies that, in addition to other increases allowed under Idaho law, the City shall levy \$504,546 of forgone property taxes in Fiscal Year 2025 for the specific purpose of funding firefighter personnel expenses.

Section 2. That this resolution shall be in full force and effect immediately upon its passage.

ADOPTED by the City Council of the City of Meridian, Idaho, this 27th day of August, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this 27th day of August, 2024.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk

I, Chris Johnson, City Clerk of the City of Meridian, Idaho, do hereby certify that the above is a full, true, and correct copy of the Resolution titled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDIAN CERTIFYING THE LEVY OF \$504,546 OF FORGONE PROPERTY TAXES IN FISCAL YEAR 2025 FOR THE SPECIFIC PURPOSE OF FUNDING FIREFIGHTER PERSONNEL EXPENSES AND PROVIDING AN EFFECTIVE DATE."

By: _____
Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Ordinance No. 24-2059: An Ordinance of the City of Meridian, Idaho amending Ordinance No. 23-2035, the appropriation ordinance for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (FY2024), by increasing total appropriations from \$233,617,299 to \$241,358,900, increasing total revenue from \$153,722,889 to \$173,614,188, and decreasing the use of fund balance from \$79,894,410 to \$67,744,712; and providing an effective date.

CITY OF MERIDIAN ORDINANCE NO. 24-2059

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON
STRADER, TAYLOR, WHITLOCK**

AN ORDINANCE OF THE CITY OF MERIDIAN, IDAHO AMENDING ORDINANCE NO. 23-2035, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 (FY2024), BY INCREASING TOTAL APPROPRIATIONS FROM \$233,617,299 TO \$241,358,900, INCREASING TOTAL REVENUE FROM \$153,722,889 TO \$173,614,188, AND DECREASING THE USE OF FUND BALANCE FROM \$79,894,410 TO \$67,744,712; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MERIDIAN, ADA COUNTY, STATE OF IDAHO:

Section 1. That Ordinance No. 23-2035 the appropriation ordinance for the City of Meridian, Idaho, for the fiscal year commencing October 1, 2023 and ending September 30, 2024 be and the same is hereby amended as follows:

| Capital Improvement Fund - 55 | | | | |
|--------------------------------------|---------------------------------|-----------------|--------------------|--------------------|
| | | FY2024 | FY2024 | FY2024 |
| | | Original Budget | Amendments | Final Budget |
| Revenues | | | | |
| | Total Revenue | \$ - | \$ - | \$ - |
| Expenditures | | | | |
| Operating | | | | |
| | Administration | \$ - | | \$ - |
| | Fire | \$ - | | \$ - |
| | Police | \$ - | | \$ - |
| | Parks | \$ - | | \$ - |
| | Total Operating | \$ - | \$ - | \$ - |
| Capital | | | | |
| | Administration | \$ - | | \$ - |
| | Fire | \$ - | \$ (46,964) | \$ (46,964) |
| | Police | \$ - | \$ (2,871) | \$ (2,871) |
| | Parks | \$ - | | \$ - |
| | Total Capital | \$ - | \$ (49,836) | \$ (49,836) |
| Carryforward - Operating | | | | |
| | Administration | | | \$ - |
| | Fire | | | \$ - |
| | Police | | | \$ - |
| | Parks | | | \$ - |
| | Carryforward - Operating | \$ - | \$ - | \$ - |

| | | | | |
|-----------------------------------|------------------------|----------------|----------------|----------------|
| Carryforward - Capital | | | | |
| | Administration | \$ - | | \$ - |
| | Fire | \$ 4,922,579 | \$ (2,763,977) | \$ 2,158,602 |
| | Police | \$ 3,213,218 | \$ (2,856,234) | \$ 356,984 |
| | Parks | \$ - | | \$ - |
| | Carryforward - Capital | \$ 8,135,797 | \$ (5,620,211) | \$ 2,515,586 |
| Total Carryforward | | \$ 8,135,797 | \$ (5,620,211) | \$ 2,515,586 |
| Total Expenditures | | \$ 8,135,797 | \$ (5,670,047) | \$ 2,465,750 |
| Transfers | | \$ - | \$ - | \$ - |
| Total Expenditures with Transfers | | \$ 8,135,797 | \$ (5,670,047) | \$ 2,465,750 |
| (Use)/Addition of Fund Balance | | \$ (8,135,797) | \$ - | \$ (2,465,750) |

Enterprise Fund - 60 - 65

| | | FY2024 | FY2024 | FY2024 |
|-------------------------------|-------------------|-----------------|--------------|---------------|
| | | Original Budget | Amendments | Final Budget |
| Revenues | | | | |
| | Water/Sewer Sales | \$ 30,461,744 | | \$ 30,461,744 |
| | Other Sources | \$ 22,468,150 | \$ 1,211,222 | \$ 23,679,372 |
| | Total Revenue | \$ 52,929,894 | \$ 1,211,222 | \$ 54,141,116 |
| Expenditures | | | | |
| Personnel | | | | |
| | Utility Billing | \$ 660,538 | | \$ 660,538 |
| | Public Works | \$ 5,427,640 | | \$ 5,427,640 |
| | Water | \$ 3,138,362 | | \$ 3,138,362 |
| | Wastewater | \$ 4,855,828 | | \$ 4,855,828 |
| | Total Personnel | \$ 14,082,368 | \$ - | \$ 14,082,368 |
| Operating | | | | |
| | Utility Billing | \$ 760,102 | | \$ 760,102 |
| | Public Works | \$ 780,332 | \$ (0) | \$ 780,332 |
| | Water | \$ 3,940,330 | \$ 316,868 | \$ 4,257,198 |
| | Wastewater | \$ 4,559,664 | \$ (0) | \$ 4,559,664 |
| | Total Operating | \$ 10,040,428 | \$ 316,868 | \$ 10,357,296 |
| Total Personnel and Operating | | \$ 24,122,796 | \$ 316,868 | \$ 24,439,664 |

| | | | | |
|-----------------------------------------|------------------------------------------|-----------------------|-----------------------|-----------------------|
| Capital | | | | |
| | Utility Billing | \$ - | | \$ - |
| | Public Works | \$ - | | \$ - |
| | Water | \$ 8,440,000 | \$ 589,000 | \$ 9,029,000 |
| | Wastewater | \$ 37,502,179 | \$ 1,354,854 | \$ 38,857,033 |
| | Total Capital | \$ 45,942,179 | \$ 1,943,854 | \$ 47,886,033 |
| Carryforward - Operating | | | | |
| | Utility Billing | \$ - | | \$ - |
| | Public Works | \$ 584,554 | \$ (240,561) | \$ 343,993 |
| | Water | \$ 331,530 | \$ (362,043) | \$ (30,513) |
| | Wastewater | \$ 1,033,550 | \$ (224,425) | \$ 809,125 |
| | Total Carryforward - Operating | \$ 1,949,634 | \$ (827,029) | \$ 1,122,605 |
| Carryforward - Capital | | | | |
| | Utility Billing | \$ - | | \$ - |
| | Public Works | \$ - | | \$ - |
| | Water | \$ 13,226,939 | \$ (2,004,294) | \$ 11,222,645 |
| | Wastewater | \$ 27,048,552 | \$ (6,013,304) | \$ 21,035,248 |
| | Total Carryforward - Capital | \$ 40,275,491 | \$ (8,017,598) | \$ 32,257,893 |
| | Total Carryforward | \$ 42,225,125 | \$ (8,844,627) | \$ 33,380,498 |
| | Total Expenditures | \$ 112,290,100 | \$ (6,583,906) | \$ 105,706,194 |
| | Transfers | \$ 4,330,617 | \$ - | \$ 4,330,617 |
| | Total Expenditures with Transfers | \$ 116,620,717 | \$ (6,583,906) | \$ 110,036,812 |
| | (Use)/Addition of Fund Balance | \$ (63,690,823) | \$ 7,795,128 | \$ (55,895,696) |
| Governmental Funds - 01,07,08,20 | | (01,07,08,20) | (01,07,08,20) | (01,07,08,20) |
| | | FY2024 | FY2024 | FY2024 |
| | | Original Budget | Amendments | Final Budget |
| Revenues | | | | |
| | Property Taxes | \$ 47,639,055 | \$ - | \$ 47,639,055 |
| | Other Revenue | \$ 53,153,940 | \$ 18,680,077 | \$ 71,834,017 |
| | Total Revenue | \$ 100,792,995 | \$ 18,680,077 | \$ 119,473,072 |
| Expenditures | | | | |
| Personnel | | | | |
| | Administration | \$ 7,897,652 | \$ 2,000 | \$ 7,899,652 |
| | Fire | \$ 21,709,593 | \$ 1,380,949 | \$ 23,090,542 |
| | Police | \$ 27,505,411 | \$ 82,148 | \$ 27,587,559 |
| | Parks | \$ 5,606,859 | \$ - | \$ 5,606,859 |
| | Community Development | \$ 5,012,368 | \$ - | \$ 5,012,368 |
| | Total Personnel | \$ 67,731,883 | \$ 1,465,097 | \$ 69,196,980 |

| | | | | |
|--------------------------------------|---------------------------------------|----------------------|-----------------------|-----------------------|
| Operating | | | | |
| | Administration | \$ 6,213,144 | \$ 16,598,208 | \$ 22,811,353 |
| | Fire | \$ 2,960,035 | \$ 502,549 | \$ 3,462,584 |
| | Police | \$ 4,916,570 | \$ 85,540 | \$ 5,002,110 |
| | Parks | \$ 4,120,368 | \$ 515,535 | \$ 4,635,903 |
| | Community Development | \$ 3,846,085 | \$ 52,608 | \$ 3,898,693 |
| | Total Operating | \$ 22,056,201 | \$ 17,754,441 | \$ 39,810,642 |
| Total Personnel and Operating | | | | |
| | | \$ 89,788,084 | \$ 19,219,538 | \$ 109,007,622 |
| Capital | | | | |
| | Administration | \$ 462,407 | \$ 1,448,000 | \$ 1,910,407 |
| | Fire | \$ 2,036,588 | \$ - | \$ 2,036,588 |
| | Police | \$ 933,130 | \$ - | \$ 933,130 |
| | Parks | \$ 2,276,465 | \$ 4,776,032 | \$ 7,052,497 |
| | Community Development | \$ - | \$ - | \$ - |
| | Total Capital | \$ 5,708,590 | \$ 6,224,032 | \$ 11,932,621 |
| Carryforward - Personnel | | | | |
| | Administration | \$ - | \$ - | \$ - |
| | Fire | \$ - | \$ - | \$ - |
| | Police | \$ - | \$ - | \$ - |
| | Parks | \$ - | \$ - | \$ - |
| | Community Development | \$ - | \$ - | \$ - |
| | Total Carryforward - Personnel | \$ - | \$ - | \$ - |
| Carryforward - Operating | | | | |
| | Administration | \$ 1,070,015 | \$ 1,472,965 | \$ 2,542,980 |
| | Fire | \$ 71,896 | \$ 12,377 | \$ 84,273 |
| | Police | \$ 609,116 | \$ (258,180) | \$ 350,936 |
| | Parks | \$ 686,038 | \$ (275,277) | \$ 410,761 |
| | Community Development | \$ 20,000 | \$ - | \$ 20,000 |
| | Total Carryforward - Operating | \$ 2,457,065 | \$ 951,885 | \$ 3,408,950 |
| Carryforward - Capital | | | | |
| | Administration | \$ 389,431 | \$ (138,214) | \$ 251,217 |
| | Fire | \$ 2,102,359 | \$ (2,083,959) | \$ 18,400 |
| | Police | \$ 2,634,057 | \$ (244,581) | \$ 2,389,476 |
| | Parks | \$ 10,111,816 | \$ (3,933,147) | \$ 6,178,669 |
| | Community Development | \$ - | \$ - | \$ - |
| | Total Carryforward - Capital | \$ 15,237,663 | \$ (6,399,901) | \$ 8,837,762 |

| | | | |
|------------------------------------------|-----------------------|-----------------------|-----------------------|
| Carryforward | | | |
| Administration | \$ 1,459,446 | \$ 1,334,751 | \$ 2,794,197 |
| Fire | \$ 2,174,255 | \$ (2,071,582) | \$ 102,673 |
| Police | \$ 3,243,173 | \$ (502,761) | \$ 2,740,412 |
| Parks | \$ 10,797,854 | \$ (4,208,424) | \$ 6,589,430 |
| Community Development | \$ 20,000 | \$ - | \$ 20,000 |
| Total Carryforward | \$ 17,694,728 | \$ (5,448,016) | \$ 12,246,712 |
| Total Expenditures | \$ 113,191,402 | \$ 19,995,554 | \$ 133,186,955 |
| Transfers | \$ (4,330,617) | \$ - | \$ (4,330,617) |
| Total Expenditures with Transfers | \$ 108,860,784 | \$ 19,995,554 | \$ 128,856,338 |
| (Use)/Addition of Fund Balance | \$ (8,067,790) | \$ (1,315,476) | \$ (9,383,266) |
| Total GF Expenses Per G/L | \$ 108,860,787 | \$ 19,995,554 | \$ 128,856,341 |
| Reconciliation Difference | \$ (3) | \$ - | \$ (3) |
| Total GF Revenue Per G/L | \$ 100,792,995 | \$ 18,680,077 | \$ 119,473,072 |
| Reconciliation Difference | \$ (0) | \$ - | \$ (0) |

Total Budget - All Funds

| | FY2024 Original Budget | FY2024 Amendments | FY2024 Final Budget |
|------------------------------------------|---------------------------|----------------------|------------------------|
| Revenues | | | |
| Total Revenue | \$ 153,722,889 | \$ 19,891,299 | \$ 173,614,188 |
| Expenditures | | | |
| Total Personnel and Operating | \$ 113,910,880 | \$ 19,536,405 | \$ 133,447,286 |
| Total Capital | \$ 51,650,769 | \$ 8,118,050 | \$ 59,768,819 |
| Total Carryforward | \$ 68,055,650 | \$ (19,912,854) | \$ 48,142,796 |
| Total Expenditures | \$ 233,617,299 | \$ 7,741,601 | \$ 241,358,900 |
| Transfers | \$ - | \$ - | \$ - |
| Total Expenditures with Transfers | \$ 233,617,299 | \$ 7,741,601 | \$ 241,358,900 |
| (Use)/Addition of Fund Balance | \$ (79,894,410) | \$ 12,149,698 | \$ (67,744,712) |

Section 2. This Ordinance, once passed, shall be in full force and effect upon publication, in accordance with law.

PASSED by the City Council of the City of Meridian, Idaho, this ____ day of _____, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this ____ day of _____, 2024.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2024, 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.

(SEAL)

Notary Public
My Commission Expires:_____

CERTIFICATION OF SUMMARY:

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public.

William L. M. Nary, City Attorney

SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 24-2059

An Ordinance of the City of Meridian, Idaho amending Ordinance No. 23-2035, the appropriation ordinance for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (FY2024), by increasing total appropriations from \$233,617,299 to \$241,358,900, increasing total revenue from \$153,722,889 to \$173,614,188, and decreasing the use of fund balance from \$79,894,410 to \$67,744,712; and providing an effective date. A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho.



AGENDA ITEM

ITEM TOPIC: Ordinance No. 24-2060: An Ordinance of the City of Meridian providing for the adoption of a budget and the appropriation of \$255,511,778 to defray the necessary expenses and liabilities of the City of Meridian, in accordance with the object and purposes and in the certain amounts specified for the fiscal year beginning October 1, 2024 and ending on September 30, 2025; to levy all such appropriate taxes and levies as authorized by law upon taxable property; to collect all authorized revenue; to provide for a waiver of the 2nd and 3rd readings pursuant to Idaho Code §50-902; and providing for an effective date.

CITY OF MERIDIAN ORDINANCE NO. 24-2060

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON
STRADER, TAYLOR, WHITLOCK**

AN ORDINANCE, PURSUANT TO IDAHO CODE §50-1002 AND §50-1003, PROVIDING FOR A TITLE AND FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF \$255,511,778 TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MERIDIAN, IN ACCORDANCE WITH THE OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; TO LEVY ALL SUCH APPROPRIATE TAXES AND LEVIES AS AUTHORIZED BY LAW UPON TAXABLE PROPERTY; TO COLLECT ALL AUTHORIZED REVENUE; TO PROVIDE FOR A WAIVER OF THE 2ND AND 3RD READINGS PURSUANT TO IDAHO CODE §50-902; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MERIDIAN, ADA COUNTY, STATE OF IDAHO:

Section 1. TITLE: This Ordinance shall be entitled and cited as the “2024-2025 Fiscal Year Annual Appropriation Ordinance of the City of Meridian.”

Section 2. FINDINGS: The City Council finds:

A. That it has duly noticed and held a public hearing on the 20th day of August, 2024 for a Proposed Budget for Fiscal Year 2024-2025 (FY2025) City of Meridian, Idaho; and

B. That the total revenue anticipated to be available to the City of Meridian during Fiscal Year 2024-2025 is correctly stated in the Adopted Budget which is herein set forth in Section 3; and

C. The appropriations and sums of money as hereinafter set forth in Section 3 are deemed necessary to defray all the necessary expenses and liabilities of the City of Meridian for Fiscal Year 2024-2025.

Section 3. ADOPTION OF BUDGET AND APPROPRIATION OF EXPENDITURE: The City Council does hereby adopt as the budget and the appropriation of funds for the City of Meridian for the Fiscal Year commencing October 1, 2024 and ending on September 30, 2025 the following:

City of Meridian

Capital Improvement Fund - 55

| | FY2023 Actual | FY2024 Original Budget | FY2025 Original Budget |
|-----------------------------------|------------------|---------------------------|---------------------------|
| Revenues | | | |
| Total Revenue | \$ 694,670 | \$ - | \$ - |
| Expenditures | | | |
| Operating | | | |
| Administration | \$ - | \$ - | \$ - |
| Fire | \$ - | \$ - | \$ - |
| Police | \$ - | \$ - | \$ - |
| Parks | \$ - | \$ - | \$ - |
| Total Operating | \$ - | \$ - | \$ - |
| Capital | | | |
| Administration | \$ - | \$ - | \$ - |
| Fire | \$ 6,326,121 | \$ - | \$ - |
| Police | \$ 3,404,342 | \$ - | \$ - |
| Parks | \$ - | \$ - | \$ - |
| Total Capital | \$ 9,730,463 | \$ - | \$ - |
| Carryforward - Operating | | | |
| Administration | | | |
| Fire | | | |
| Police | | | |
| Parks | | | |
| Carryforward - Operating | \$ - | \$ - | \$ - |
| Carryforward - Capital | | | |
| Administration | \$ - | \$ - | |
| Fire | | \$ 4,922,579 | \$ 907,612 |
| Police | | \$ 3,213,218 | |
| Parks | \$ - | \$ - | |
| Carryforward - Capital | \$ - | \$ 8,135,797 | \$ 907,612 |
| Total Carryforward | \$ - | \$ 8,135,797 | \$ 907,612 |
| Total Expenditures | \$ 9,730,463 | \$ 8,135,797 | \$ 907,612 |
| Transfers | \$ (3,647,538) | \$ - | \$ - |
| Total Expenditures with Transfers | \$ 6,082,925 | \$ 8,135,797 | \$ 907,612 |
| (Use)/Addition of Fund Balance | \$ (5,388,255) | \$ (8,135,797) | \$ (907,612) |

Enterprise Fund - 60 - 65

| | FY2023 Actual | FY2024 Original Budget | FY2025 Original Budget |
|---------------------|------------------|---------------------------|---------------------------|
| Revenues | | | |
| Water/Sewer Sales | | \$ 30,461,744 | \$ 31,765,506 |
| Other Sources | \$ 60,092,847 | \$ 22,468,150 | \$ 20,527,857 |
| Total Revenue | \$ 60,092,847 | \$ 52,929,894 | \$ 52,293,363 |
| Expenditures | | | |
| Personnel | | | |
| Utility Billing | \$ 572,837 | \$ 660,538 | \$ 700,443 |
| Public Works | \$ 4,773,992 | \$ 5,427,640 | \$ 5,726,445 |
| Water | \$ 2,683,503 | \$ 3,138,362 | \$ 3,328,372 |
| Wastewater | \$ 4,189,780 | \$ 4,855,828 | \$ 5,288,563 |
| Total Personnel | \$ 12,220,112 | \$ 14,082,368 | \$ 15,043,823 |

| | | | |
|------------------------------------------|----------------------|------------------------|------------------------|
| Operating | | | |
| Utility Billing | \$ 884,119 | \$ 760,102 | \$ 850,436 |
| Public Works | \$ 1,079,045 | \$ 780,332 | \$ 740,950 |
| Water | \$ 4,004,335 | \$ 3,940,330 | \$ 4,092,384 |
| Wastewater | \$ 4,673,674 | \$ 4,559,664 | \$ 5,362,593 |
| Total Operating | \$ 10,641,173 | \$ 10,040,428 | \$ 11,046,363 |
| Total Personnel and Operating | | | |
| | \$ 22,861,286 | \$ 24,122,796 | \$ 26,090,186 |
| Capital | | | |
| Utility Billing | \$ - | \$ - | \$ - |
| Public Works | \$ - | \$ - | \$ 55,000 |
| Water | \$ 7,298,724 | \$ 8,440,000 | \$ 6,055,000 |
| Wastewater | \$ 13,692,296 | \$ 37,502,179 | \$ 43,370,000 |
| Total Capital | \$ 20,991,020 | \$ 45,942,179 | \$ 49,480,000 |
| Carryforward - Operating | | | |
| Utility Billing | \$ - | \$ - | \$ - |
| Public Works | \$ 584,554 | \$ - | \$ 377,641 |
| Water | \$ 331,530 | \$ - | \$ 182,809 |
| Wastewater | \$ 1,033,550 | \$ - | \$ 936,562 |
| Total Carryforward - Operating | \$ - | \$ 1,949,634 | \$ 1,497,012 |
| Carryforward - Capital | | | |
| Utility Billing | \$ - | \$ - | \$ - |
| Public Works | \$ - | \$ - | \$ - |
| Water | \$ 13,226,939 | \$ - | \$ 16,262,095 |
| Wastewater | \$ 27,048,552 | \$ - | \$ 46,689,034 |
| Total Carryforward - Capital | \$ - | \$ 40,275,491 | \$ 62,951,129 |
| Total Carryforward | \$ - | \$ 42,225,125 | \$ 64,448,141 |
| Total Expenditures | \$ 43,852,305 | \$ 112,290,100 | \$ 140,018,327 |
| Transfers | \$ 3,369,332 | \$ 4,330,617 | \$ 4,443,945 |
| Total Expenditures with Transfers | \$ 47,221,637 | \$ 116,620,717 | \$ 144,462,272 |
| (Use)/Addition of Fund Balance | \$ 12,871,210 | \$ (63,690,823) | \$ (92,168,909) |

Governmental Funds - 01,07,08,20

| | (01,07,08,20) | (01,07,08,20) | (01,07,08,20) |
|------------------------|----------------------|-----------------------|-----------------------|
| | FY2023 | FY2024 | FY2025 |
| | Actual | Original Budget | Original Budget |
| Revenues | | | |
| Property Taxes | \$ 46,096,236 | \$ 47,639,055 | \$ 50,726,863 |
| Other Revenue | \$ 48,494,159 | \$ 53,153,940 | \$ 51,649,194 |
| Total Revenue | \$ 94,590,395 | \$ 100,792,995 | \$ 102,376,057 |
| Expenditures | | | |
| Personnel | | | |
| Administration | \$ 6,963,869 | \$ 7,897,652 | \$ 8,619,464 |
| Fire | \$ 16,272,943 | \$ 21,709,593 | \$ 23,805,219 |
| Police | \$ 24,947,172 | \$ 27,505,411 | \$ 30,161,193 |
| Parks | \$ 5,110,719 | \$ 5,606,859 | \$ 6,239,583 |
| Community Development | \$ 3,750,470 | \$ 5,012,368 | \$ 5,169,085 |
| Total Personnel | \$ 57,045,172 | \$ 67,731,883 | \$ 73,994,544 |
| Operating | | | |
| Administration | \$ 7,417,698 | \$ 6,213,144 | \$ 7,588,792 |
| Fire | \$ 3,467,348 | \$ 2,960,035 | \$ 4,024,543 |
| Police | \$ 5,196,402 | \$ 4,916,570 | \$ 6,398,094 |
| Parks | \$ 5,104,021 | \$ 4,120,368 | \$ 4,943,499 |
| Community Development | \$ 3,168,742 | \$ 3,846,085 | \$ 2,420,247 |
| Total Operating | \$ 24,354,210 | \$ 22,056,201 | \$ 25,375,175 |

| | | | |
|-----------------------------------|----------------|----------------|----------------|
| Total Personnel and Operating | \$ 81,399,382 | \$ 89,788,084 | \$ 99,369,719 |
| Capital | | | |
| Administration | \$ 882,500 | \$ 462,407 | \$ 940,000 |
| Fire | \$ 9,460,860 | \$ 2,036,588 | \$ - |
| Police | \$ 2,652,009 | \$ 933,130 | \$ 279,440 |
| Parks | \$ 9,104,367 | \$ 2,276,465 | \$ 2,903,070 |
| Community Development | \$ - | \$ - | \$ - |
| Total Capital | \$ 22,099,736 | \$ 5,708,590 | \$ 4,122,510 |
| Carryforward - Personnel | | | |
| Administration | \$ - | \$ - | \$ - |
| Fire | \$ - | \$ - | \$ - |
| Police | \$ - | \$ - | \$ - |
| Parks | \$ - | \$ - | \$ - |
| Community Development | \$ - | \$ - | \$ - |
| Total Carryforward - Personnel | \$ - | \$ - | \$ - |
| Carryforward - Operating | | | |
| Administration | \$ - | \$ 1,070,015 | \$ 2,044,659 |
| Fire | \$ - | \$ 71,896 | \$ 886,700 |
| Police | \$ - | \$ 609,116 | \$ 223,693 |
| Parks | \$ - | \$ 686,038 | \$ 237,788 |
| Community Development | \$ - | \$ 20,000 | \$ - |
| Total Carryforward - Operating | \$ - | \$ 2,457,065 | \$ 3,392,840 |
| Carryforward - Capital | | | |
| Administration | \$ - | \$ 389,431 | \$ 1,263,439 |
| Fire | \$ - | \$ 2,102,359 | \$ 1,955,394 |
| Police | \$ - | \$ 2,634,057 | \$ 314,013 |
| Parks | \$ - | \$ 10,111,816 | \$ 4,167,924 |
| Community Development | \$ - | \$ - | \$ - |
| Total Carryforward - Capital | \$ - | \$ 15,237,663 | \$ 7,700,770 |
| Carryforward | | | |
| Administration | \$ - | \$ 1,459,446 | \$ 3,308,098 |
| Fire | \$ - | \$ 2,174,255 | \$ 2,842,094 |
| Police | \$ - | \$ 3,243,173 | \$ 537,706 |
| Parks | \$ - | \$ 10,797,854 | \$ 4,405,712 |
| Community Development | \$ - | \$ 20,000 | \$ - |
| Total Carryforward | \$ - | \$ 17,694,728 | \$ 11,093,610 |
| Total Expenditures | \$ 103,499,118 | \$ 113,191,402 | \$ 114,585,839 |
| Transfers | \$ 278,206 | \$ (4,330,617) | \$ (4,443,945) |
| Total Expenditures with Transfers | \$ 103,777,324 | \$ 108,860,784 | \$ 110,141,894 |
| (Use)/Addition of Fund Balance | \$ (9,186,929) | \$ (8,067,790) | \$ (7,765,837) |

Total Budget - All Funds

| | FY2023 Actual | FY2024 Original Budget | FY2025 Original Budget |
|-----------------------------------|------------------|---------------------------|---------------------------|
| Revenues | | | |
| Total Revenue | \$ 155,377,912 | \$ 153,722,889 | \$ 154,669,420 |
| Expenditures | | | |
| Total Personnel and Operating | \$ 104,260,668 | \$ 113,910,880 | \$ 125,459,905 |
| Total Capital | \$ 52,821,218 | \$ 51,650,769 | \$ 53,602,510 |
| Total Carryforward | \$ - | \$ 68,055,650 | \$ 76,449,363 |
| Total Expenditures | \$ 157,081,886 | \$ 233,617,299 | \$ 255,511,778 |
| Transfers | \$ - | \$ - | \$ - |
| Total Expenditures with Transfers | \$ 157,081,886 | \$ 233,617,299 | \$ 255,511,778 |
| (Use)/Addition of Fund Balance | \$ (1,703,974) | \$ (79,894,410) | \$ (100,842,358) |

- Section 4.** That the general tax levy and all appropriate taxes and levies be imposed as authorized by law and all authorized revenue be collected.
- Section 5.** That the 2nd and 3rd readings of this ordinance are waived by suspension of the rule as allowed pursuant to Idaho Code §50-902.
- Section 6.** The City Clerk is directed to forthwith publish this Ordinance, and the same shall be in full force and effect from and after its passage, approval and publication, according to law.

PASSED by the City Council of the City of Meridian, Idaho, this 27th day of August, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this 27th day of August, 2024.

APPROVED:

Robert E Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of August, 2024, 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.

(Seal)

Notary Public
Commission Expiration: _____

CERTIFICATION OF SUMMARY:

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public .

William L. M. Nary, City Attorney

SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 24-2060

An Ordinance of the City of Meridian providing for the adoption of a budget and the appropriation of \$255,511,778 to defray the necessary expenses and liabilities of the City of Meridian, in accordance with the object and purposes and in the certain amounts specified for the fiscal year beginning October 1, 2024 and ending on September 30, 2025; to levy all such appropriate taxes and levies as authorized by law upon taxable property; to collect all authorized revenue; to provide for a waiver of the 2nd and 3rd readings pursuant to Idaho Code §50-902; and providing for an effective date. A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway, Meridian, Idaho.