



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 WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, July 23, 2024 at 4:30 PM

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Agenda

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ROLL CALL ATTENDANCE

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the July 9, 2024 City Council Work Session](#)
2. [Approve Minutes of the July 9, 2024 City Council Regular Meeting](#)
3. [Jump Creek Subdivision No. 7 Pedestrian Pathway Easement \(ESMT-2024-0056\)](#)
4. [Gander Creek North No. 2 Pedestrian Pathway Easement \(ESMT-2024-0093\)](#)
5. [Hadler Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1 \(ESMT-2024-0097\)](#)
6. [Findings of Fact, Conclusion of Law for Rosalyn Subdivision \(H-2023-0056\) by Givens Pursley, LLP, located at 200 E. Rosalyn Dr.](#)
7. [Findings of Fact, Conclusions of Law for Two Mustard Seeds Women's Resale Shop \(H-2024-0009\) by Arlene Hardy, Expansion International, located at 817 N. Meridian Rd. the existing home into a women's resale retail store](#)
8. [Findings of Fact, Conclusions of Law for Vanguard Village Subdivision \(H-2023-0074\) by Adler Industrial, located at 1085 S. Ten Mile Rd.](#)
9. [Final Order for Graycliff Estates Subdivision No. 5 \(MFP-2024-0001\) by KB Homes, generally located south of W. Harris St. and west of S. Meridian Rd.](#)

10. [Final Order for TM Creek Subdivision No. 7 \(FP-2024-0010\) by Brighton Development, Inc., located at 153 S. Benchmark Way](#)
11. [Approval of Service Order for Internet Services with Syringa Networks, LLC for the Not-To-Exceed monthly cost of \\$1,980.00 for a 36-month term](#)
12. [Approval of AIA B133 Design Agreement with ZGA Architects and Planners for the Final Design Agreement for the Meridian Community Center project for the Not-To-Exceed amount of \\$763,360.00](#)
13. [Resolution No. 24-2463 A Resolution Approving Submission and Adoption of the Community Development Block Grant Program](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

14. [Approval of the Fiscal Year 2024 Amended Revenues and Expenditures in the Amount of \\$241,358,902](#)
15. [Tentative Approval of Fiscal Year 2025 Proposed Revenues and Expenditures in the Amount of \\$255,534,110](#)
16. [Declaring the Intent to Collect Forgone Property Taxes for Fiscal Year 2025 in the Amount of \\$504,546](#)
17. [Resolution No. 24-2464: A Resolution Declaring the Intent to Collect Forgone Property Taxes for Fiscal Year 2025 in the Amount of \\$504,546](#)
18. [**Public Hearing** for Proposed Fall 2024 Fee Schedule of the Meridian Parks and Recreation Department](#)
19. [Resolution No. 24-2462: A Resolution Adopting the Fall 2024 Fee Schedule of the Meridian Parks and Recreation Department; Authorizing the Meridian Parks and Recreation Department to Collect Such Fees; and Providing an Effective Date](#)
20. [City of Meridian Public Works Department Design Standards Update](#)
21. [Draft Integrated Five Year Work Plan \(IFYWP\) 2025-2029](#)

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the July 9, 2024 City Council Work Session

Meridian City Council Work Session

July 9, 2024.

A Meeting of the Meridian City Council was called to order at 4:30 p.m., Tuesday, July 9, 2024, by Mayor Robert Simison.

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

Members Absent: Doug Taylor.

Other Present: Chris Johnson, Bill Nary, Crystal Campbell, Laurelei McVey, Todd Lavoie, Jamie Leslie, 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 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 July 9th, 2024, at 4:30 p.m. We will begin this afternoon's work session with roll call attendance.

ADOPTION OF AGENDA

Simison: First item up is adoption of the agenda.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Move we adopt the agenda as presented.

Strader: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

CONSENT AGENDA [Action Item]

- 1. Approve Minutes of the June 18, 2024 City Council Work Session**
- 2. Approve Minutes of the June 25, 2024 City Council Work Session**

- 3. Watts Meridian Medical Partners Subdivision Sanitary Sewer Easement No. 1 (ESMT-2024-0060)**
- 4. Watts Meridian Medical Partners Subdivision Water Main Easement No. 1 (ESMT-2024-0061)**
- 5. Watts Meridian Medical Partners Subdivision Water Main Easement No. 2 (ESMT-2024-0062)**
- 6. Gregg Olsen (WUF Holdings IV, LLC.), Full Release of Re-Use Water Main Easement (ESMT-2024-0083)**
- 7. Prairiefire Subdivision Release of Water Main Easement (ESMT-2024-0084)**
- 8. Prairiefire Subdivision Release of Water Main Easement No. 2 (ESMT-2024-0085)**
- 9. Victory Commons Subdivision No. 2 Sanitary Sewer and Water Main Easement No. 1 (ESMT-2024-0089)**
- 10. Victory Commons Subdivision No. 2 Sanitary Sewer and Water Main Easement (ESMT-2024-0090)**
- 11. Artisan Victory Market Sanitary Sewer and Water Main Easement No. 1 (ESMT-2024-0091)**
- 12. Inglewood Place Subdivision No. 2 Water Main Easement No. 2 (ESMT-2024-0092)**
- 13. Final Order for Windrow Subdivision No.1 (FP-2024-0004) by Conger Group, located at the Northeast Corner of S. Linder Rd. and W. Amity Rd.**
- 14. Final Order for Horse Meadows Subdivision (FP-2024-0006) by KB Homes, located at 710 B. Black Cat Rd.**
- 15. Final Plat for TM Creek Subdivision No. 7 (FP-2024-0010) by Brighton Development, Inc., located at 153 S. Benchmark Way**
- 16. Final Plat Modification for Graycliff Estates Subdivision No. 5 (MFP-2024-0001) by KB Homes, generally located south of W. Harris St. and west of S. Meridian Rd.**

17. **Approval of Task Order 10038.e to Consor for Services during Construction to Can Ada Lift Station and Gravity Line for the Not-to-Exceed amount of \$385,842.00.**
18. **License Agreement Between the City of Meridian and the United States Bureau of Reclamation Installation of Gravity Sewer Line and Force Mains Under Ninemile Creek in Canyon County**
19. **Fiscal Year 2024 Budget Amendment in the Amount of \$30,000.00 for Office 365 Migration Phase 1**
20. **Fiscal Year 2024 Net-Zero Budget Amendment in the Amount of \$8,378.00 for grant revenue from the Office of Drug Policy Partnership for Success Law Enforcement Grant**

Simison: Next up is the Consent Agenda.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

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

Strader: Second.

Simison: 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: FIVE AYES. ONE ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

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

DEPARTMENT / COMMISSION REPORTS [Action Item]

21. **Public Hearing for Program Year 2024 Community Development Block Grant Action Plan Continued to July 16, 2024**

Simison: So, we will move on to our Department/Commission Reports. First up is Item 21, which is the public hearing for Program Year 2024, Community Development Block Grant. We will open this public hearing with comments from Crystal.

Campbell: Thank you, Mr. Mayor, Members of the Council. Sorry. So, tonight is for our action plan for the program year that starts October 21 of this year and continues through September 30 of 2025. We have a couple of different planning documents for this. So, we have our five year consolidated plan each five years, then, we go out to the community and work with them to identify what the needs are and, then, we use those assessments to develop goals for our next five years. Our current plan is from 2022 to 2026 and, then, the second guiding document is our action plan, which we do every year and this details the specific projects that we intend to fund and it's also our application to funding -- or for funding to HUD. We do reach out for community involvement several times throughout the year. The first one for this action plan was when we were getting ready to develop the plan we wanted to work with the community to see what services they wanted to see funded this year. So, we were taking public comments from March 15 to April 7th and during this time we had a feedback survey. We had community partners we were working with. And, then, we also did a few different in-person interactions, which included two public hearings, an open house and we had a booth at the Do The Right event. We used this information to reach out to different public service providers and ask that they complete applications, then, those went through the application process and the scoring committee selected several projects to fund. So, those are included in this draft action plan and we are reaching out to the public again to see if the plan kind of meets the needs of the community and if they have any feedback on it. So, our public comment period for this opened on June 11th and will -- will close on June -- July 17. We, again, have a feedback survey and we work with our community partners and we also sent a letter to our neighbors that might be impacted by any of the construction projects, asking them to provide feedback as well. We have had multiple in-person interactions again, including this public hearing and, then, we have had two open houses and we were also at the Boys and Girls Club for a parent pickup. Our open houses -- we held one at City Hall and, then, I think it was a week later we held another one at the Meridian library and here we provided information on the CDBG program, what it is and which projects were selected, how much we were intending to fund and we had that information in English and Spanish. We also had -- you can see in the picture there is the sheets of paper where people could say whether or not they supported those projects. So, it was a green sticker if they did and a red sticker if they did not and we had -- throughout the entire event we had one person put a red sticker on the walkability project, but everything else was green. Also at the open house in the Boys and Girls Club we asked people what their community looks like and they drew a picture of that on the puzzle pieces and we put this together. So, it shows just the diversity of our community and this is actually a display on the third floor, so if anybody wants to go check it out it will be there through the month of July. We have our feedback survey that's open through July 17, but I looked at the information through yesterday so that you guys could get a general feel of what the public was saying. We asked people to rate the projects on a scale of one to five and so the first one was the importance of emergency rental assistance for housing stability, childcare scholarships to support families, homeowner repairs to improve housing stability and better walkways to improve safety and accessibility and as you can see everybody is rating them for the most part above a four, with the homeowner repairs being about a 3.5. We also asked people to rate if the projects meet the current needs,

which was a 3.8, and if the projects will have a lasting impact, which was -- so far it's a 3.6. Our three action plan, we -- the amount HUD has said we are going to receive is 524,378 dollars. Of this we are proposing about ten percent of it goes toward admin and fair housing, 15 percent towards services, 31 percent toward housing and 45 percent for infrastructure. For admin and fair housing it looks like about 50,500 dollars and activities will include a fair housing campaign and, then, most of it will go toward the general administration of the program. For public services there were two projects that were selected. The first is emergency rental assistance through Jesse Tree, which provides temporary rental assistance for people who are at risk of losing their housing and the second one is Boys and Girls Club scholarships and this provides access to child care through the Boys and Girls Club and it includes extended care and summer programs. For housing, Neighborworks Boise's homeowner repair program was selected. This provides weatherization, accessibility and emergency repairs and the final project is better walkways, which improve sidewalk and lighting in areas that were identified in our CDBG walkability study. We have several different projects identified here. They were broken out based on how much we think they are going to cost and how much CDBG funding we anticipate having. So, the first two projects we feel like we will have enough funding for -- the first one is North -- Northwest 3rd and there is a section of Northwest 7th, which is right over by Meridian Middle and if we have funding that needs to be reallocated or these projects come in less than we think they will, then, we will continue with the next two phases of Northwest 7th and if we still have funding after that or if any of these projects are unable to go through, then, we would work on the West Maple Street. As I said, our public comment period opened on June 11th and we have our public hearing tonight and the public comment period will close on July 17th. The final report, after everything's done, then, I will put all of the comments, the summaries and everything in there, any changes that need to be made and I will have that, along with the resolution, on your July 23rd Consent Agenda and once that's approved by all of you, then, I will get it submitted to HUD by the end of July. If anybody has any questions about the program or anything they can reach out to me, Crystal Campbell, at ccampbell@meridiancity.org or 208-489-0575. So with that I will stand for questions.

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

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Not so much a question as a comment. I was lucky enough to participate in this process -- some of these programs this year and my hat's off to Crystal and all the hard work she did. She had a very large and diverse group of people to help score these projects and choose these for the future of what this is going to be and I was just absolutely happy to be a part of that. When I look at this I see such a diverse group of projects and where it reaches out into our community and affects so many different people, I think it's been done wonderfully, I think you have done a great job.

Simison: Thank you, Councilman. I know Crystal appreciates that. She can speak for herself and I don't have to do that for her, but do appreciate those comments. Mr. Clerk, did we have anyone sign up to provide testimony on this item?

Johnson: Mr. Mayor, we did not.

Simison: Okay. This is a public hearing. Is there anybody present, either in the audience or online, that would like to provide testimony on this item? If you are online you can use the raise your hand feature. It looks like we only have two staff online, so probably not going to do that. Anyone from the audience? Seeing none, Crystal, were you anticipating leaving the public hearing open or try to close, since you are bringing the resolution in two weeks?

Campbell: I was intending to close it.

Simison: Council, thoughts on that?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: If Crystal is bringing a resolution back in two weeks do we need to close tonight, as opposed to two weeks?

Campbell: No, not necessarily. We are still accepting public comments through the 17th, so it could stay open longer if you were wanting to.

Cavener: Mr. Nary, going to pull up a Dave Zaremba and ask you a sideways question. Could the Council take an action tonight to close the public hearing -- on the 17th we can move to close the public hearing and on the 17th or do we need to wait for that meeting to occur before we close the hearing?

Nary: Mr. Mayor, Members of the Council, Council Member Cavener, the only reason I would suggest the latter is simply in case something would and we couldn't the meeting on the 17th, made it clear that you're allowed, but I didn't --

Simison: And it would be the 16th, this next week's meeting, so it's still the day before her -- she accepts public comment, so I think the real question is the 20 -- you would want to leave it open until the 23rd. Does that create any problems if you would accept public testimony through the 23rd?

Cavener: Mr. Mayor, I think that's where my question was coming from. If we have said we were going to accept comments after our next hearing, but without closing the public hearing to provide time for the resolution, I feel like that we are a little bit out of sequence here and I want to meet the deadline that Crystal has, I just -- I guess I -- Mr. Nary, I don't know the best way to do that. If that -- if we indicated we are going to keep

-- take comments on the 17th, I assume that necessitates leaving the public hearing open and, then, if Crystal wants to come back on the 21st or 22nd -- I don't have my calendar in front of me --

Simison: 23rd.

Cavener: -- the following week.

Simison: 23rd.

Cavener: 23rd. How we would best do that. Is it just for us to actually close the public hearing on the 17th, even though we won't be here on the 17th.

Nary: Well, I think -- and let's -- trying to think of timing where Crystal might -- I mean we can certainly bring forward a resolution on the 23rd, take -- take all comments of the 17th that's been directed, with direction to simply bring back that resolution the 23rd. Crystal will take everything from the 17th, be able to report that back to the Council with a resolution on the 23rd and I think we have met the requirements of the -- of the federal guidelines, so I think we are okay.

Simison: And I think the only question is do you want the public comments be included in the public hearing record, because they are two separate --

Nary: Correct.

Simison: -- so that's really the question mark is do we leave this open for one week and take any additional comments next week or do -- irregardless of that, since that goes into the federal side -- and I'm looking at Councilman Cavener, because I know this has been your issue over the years.

Cavener: Yeah. Mr. Mayor, I appreciate that, and I guess I hate doing this, but I would almost say let's -- let's punt for a week, bring back a recommendation for when we would need to close the public hearing. I do like leaving the public hearing open as long as possible, but I don't want to hinder operations and so where we have got a -- a date that we are taking public comments after the date of our City Council meeting, for me it puts it a little out of sync. So, I guess I would just look for a recommendation to come back from staff next week about when they would like us to close the public hearing.

Campbell: Mr. Mayor?

Simison: Crystal.

Campbell: So, we -- it's not actually due until -- I think it's August 16th -- the 15th or 16th. So, I actually do have a little bit of extra time, I just like to make sure everything's in order and get it in ahead of time. So, if -- if you would all feel more comfortable, then, we could close it on the 23rd and I could have everything ready with the resolution and

everything and, then, if we need to push it out a little bit further, if something changes, then, I can always do that and come back the following week with the resolution.

Cavener: Well, Mr. Mayor?

Simison: Now over here for this one.

Cavener: We have got a clerk who is following our calendar that we don't have a meeting the end of July or the first week of August.

Johnson: Correct. After August -- or after July 23rd the next meeting would be August 13th.

Simison: So, how -- could we shoot for having everything wrapped up by the 23rd one way or the other from the city's perspective?

Cavener: Makes sense to me. As long as that works for --

Simison: Yeah. I mean even if we close the public hearing next week and she takes comment for one additional day, I don't think -- again it doesn't impact our process, that's the federal process, but it's how long do you want the public to comment to you all.

Cavener: That makes sense.

Simison: So --

Cavener: Thanks, Mr. Mayor.

Simison: Okay.

Whitlock: Mr. Mayor?

Simison: Mr. Whitlock.

Whitlock: Is there a difference between a public hearing which we open tonight and a public comment period which has been open for a week? Are we conflating the two together? Can we -- this is a noticed public hearing tonight that we opened. Can we close it tonight and continue with the public comment period and not affect the application?

Simison: Correct. These are bifurcated. They don't -- neither one has anything to do with the other in that context. So, you could -- Councilman Cavener tends to like to leave it open for longer for people to comment. Otherwise, we normally could have -- we could have done this -- comment, close it, and been done and still done the public comment required on the federal side.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Maybe just a comment, because I agree and appreciate the Mayor kind of indulging my desire to keep this open. I think it is largely because while they are two separate things from a governmental process, from a citizen process, they don't see it as two separate action, they see it as a way for them to communicate to their elected representatives their feelings about these particular projects. I try and keep them as wide open as consistently as possible.

Simison: Okay. Well, we will come back with this. Continue the public hearing, when we get a motion, to next week. That's what I would recommend from Council. And close the public hearing next week for the public purpose, not the federal purpose. With that do I have a motion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move that we continue the public hearing for program year 2024 to July the 16th.

Overton: Second.

Simison: Have a motion and a second to continue the public hearing to July 16th. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is continued. Thank you, Crystal.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

22. Fiscal Year 2025 Water and Sewer Rate Increase Proposal

Simison: Next up is Item 22, which is Fiscal Year 2025 Water and Sewer rate increase proposal and just as Laurelei comes up, just an FYI to Council, recommendation from two of our directors today was to not do shut-offs based on the weather that's occurring here in the community. So, while tomorrow would have been a normal shut-off -- shut-off -- shut-off day that has been canceled at this point in time.

Cavener: I appreciate the directors on that meeting.

McVey: All right. Thanks, Mayor and Council. So, tonight is just an informational presentation. So, I'm not asking for any action tonight, but basically wanted to start the process and start the conversation. So, first, to give you a little bit of history on what kind of rate increases we have done over the past ten years. So, they have been few and far between and that's a good thing. In 2014 we did a two percent rate increase

and we also implemented the \$3.75 monthly EPA fee. That -- that was a ten year fee, expected to sunset this year. The great news is it worked as it was intended and we didn't need to do another rate increase until 2022. We did a two percent increase in 2022 and we did a three percent increase in 2023. So, very few rate increases over that -- over the last ten years. You will see down on the bottom in that square, just for reference, those are our assessment fee increases, so different from our user fees. Those are our assessment fees that we charge for new development. We are not proposing an increase to those this year, but we are looking at them next year. There is very specific things that can be included in those formulas, but we evaluate those every three years to determine if we need to increase those fees. So, that will be next year, but just for some context we also have not done very many increases there. So, a couple of notable things that are happening in FY-25 in the Enterprise Fund. The first is our fund split. So, this is something that we have been working on with Finance for many years and, really, it just keeps the -- the Enterprise Fund cleaner. So, it separates the water and the sewer and so water rates pay solely for water expenses, sewer rates pay solely for sewer expenses. So, this is a best practice. It just keeps the finances really clean and it's been a recommendation and so we are excited to move forward with that with Finance in FY-25. So, our funds will split. We are sunsetting the EPA fee in October, something that's really -- I think this is a huge win for the city. Like I mentioned, it did exactly what it needed to do, it paid for the significant capital costs that were associated with our MPDS permit and not very often in government do they say fees are going to go away and, then, they actually go away. So, I think that's something to be really proud of and so that fee is sunsetting. However, we do have continued rises in operational costs, wages, chemicals, equipment, supplies, power. So, we do need to look at a small rate increase to still maintain those operational expenses and, really, our philosophy is to do small rate increases over time rather than large fluctuations. It seems like that's a better approach. So, the proposal that I'm bringing forward to -- tonight is a three percent rate increase that would go towards both the base and the use. So, these are all the components that somebody would see on their utility bill. So, base is a charge that everybody gets charged whether you use one gallon or 20,000 gallons, everybody gets charged that flat rate. Use charge is based off of actual use. So, you will see that based off of per thousand gallons you get charged that amount. The EPA fee, like I mentioned, is coming off and, then, trash and recycling rates -- you will also see those on your utility bill. We aren't talking about those tonight. Those are a little bit of a separate process that happened through our contract with Republic Services. They are pre-setting those to us shortly. Those run through SWAC and, then, eventually make their way here, too. But today we are just talking about the city components for the water and the sewer base. So, you will see the impacts there. And the actual impact on the monthly customer -- or the average customer is a monthly decrease of about \$1.90 and even with that three percent increase because that EPA fee is dropping off. So, why do we need the three percent increase? So, we have a rate model that we run with Finance that looks at our -- all of our revenues that come in, all of our operational expenses and all of our big capital expenses and what we try to do is we try to maintain solvency for at least the five year period and I don't want you to panic when you see this -- this graph go below zero. Todd doesn't panic, I don't panic, because it's not really the actual of what's going to happen. This is a very conservative

graph. It usually forecasts lower revenues. It also forecasts very conservative expenditure -- expenditure rates, which are usually higher than what we actually see. So, really, Finance and the Enterprise -- General -- or Enterprise Fund, we really tried to just focus on those first five years and this graph ends up usually looking better than -- than what's presented. But with the three percent you will see it does push our solvency out just a little bit and so -- but you will see it does drop below zero in the -- in the further out years and what that tells you is that if we do three percent this year, we likely will have to do another rate increase sometime in the next several years. If you look at our water model -- oh. So, one other thing, too, is this line doesn't include our emergency revenue. So, we are -- sorry, not revenue -- our emergency fund. So, we have about ten million dollars that we are mandated to hold in emergency. So, this -- this -- we don't really truly hit zero. We have some emergency funding in there. So, this is our water side of the rate model. You will see we lose solvency a little bit faster. One of the reasons on that is the sewer rates are about the -- the proportional amount is about double than the water rates. So, it takes a lot less on the sewer side to collect more, if that makes sense. So, if you use a thousand gallons of water, it's about eight dollars that we collect from you. If you use a thousand gallons of sewer it's about 15 dollars that we collect from you. So, what this graph tells you is that water is likely going to need more rate increases over that period than wastewater. So, we may actually get to a point where we don't need to increase wastewater rates anymore, but we do need to do some more increases on the water side. Good news all around though. These are looking like very small rate increases over this time period to make everything solvent. So, the three percent on the water side, again, just like the wastewater side pushes your solvency out just a little bit further, but within that five year range, so we feel comfortable with that. So, I know that we don't always like to do comparisons and all cities have different challenges and regulations and growth pressure, but I think it can be helpful to really show our customers the premier value that we are getting with Meridian's water and wastewater services. So, we have some of the lowest rates in the valley. All of these rates have been standardized to a set. If a customer in any of these cities used 6,000 gallons of water and sewer, this is what they would pay. So, this chart, too, doesn't contemplate that most of these agencies may also do a rate increase in FY-25. So, this is just where we stand today. So, we would become the lowest rate in the valley and we are about 24 dollars a month lower on our average rate than other cities in the valley. So, I think it's something to be really proud of. It takes a lot of foresight and planning and the proactive approach of save before you spend, anticipate what your big capital expenditures are and so I think, you know, past councils and current councils have done a really good job working with us on that. So, while our rates are some of the lowest in the valley, it's not lost on us that it can impact some of our low income customers. So, I always like to take this opportunity to include -- there are two programs that are resources to our citizens. The first to a city program and that's the Meridian Cares program. We partner with El-Ada and this will pay up to a hundred dollars per year for low income residents to go towards their water, sewer, and garbage bills. In FY-23 one of our customers asked for assistance through this program and, then, the other program -- it's not a Meridian specific program, but the Boise School District puts out a really good excellent -- they call it a self-help manual that has resources for all sorts of services. But utility assistance is included in that and it has a

whole handful of options that are not city sponsored, but other options for getting help with your utility bills. So, our schedule for this is we have several opportunities throughout the remainder of the summer to reach out to our citizens. It will go out in the next two upcoming utility bills, it also gets published in the newspaper for two weeks, and we will hold a public hearing in late August at the 6:00 p.m. Council meeting and if this all goes approved through Council it would go into effect on October 1st. And so with that I will stand for any questions.

Simison: Thank you, Laurelei. Council, any questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: No questions, just a point of clarification. Very kind to talk about past and present councils, but it's you and your team that do an exceptional job that help make those decisions -- they easily to come to that same conclusion. So, I appreciate you kind of giving some bus accolades, but it's a good opportunity to give you and your team some great accolades for your ongoing great work. We appreciate you bringing this. I know rate increases are never a topic that anybody gets excited about, but I appreciate you including the comparison. I agree, everybody's different, but it does paint a good picture for the continued value of that assistance, yes. So, thank you for doing that.

Simison: Okay. Thank you very much.

McVey: Thank you.

23. Standard Operating Policy Discussion: Line of Duty Death Benefit

Simison: Okay. Up next is Item 23. Councilman Cavener.

Cavener: If it's okay I'm going to go down to the podium. There we go. There is some people smiling. We get to do this, guys. Mayor, Council, thanks for the chance to get in front of you. As we have some new members of Council, I know that the topic -- if we got a question about a city policy, maybe something we wanted to enact, maybe something we wanted to take away, maybe something we want to modify, that tends to come up and we don't have a real verbalized process about how we go about doing that and so when this came up I thought this would be a good opportunity just to kind of walk through kind of how we have done things just in case this is something that interests you, but also this came about because some members of our police department reached out after a tragedy with the county and said is there an opportunity or a willingness for the City Council or the city to do something more. So, what I'm going to talk to you a little bit about today is talking about expanding benefits for an employee should they lose their life in the line of duty. Now, I know we have a really great time here in the city and our community and I love that we have got great employees who just really really care about our community. This is a little bit of a serious topic and so I

want to really thank our Human Resources Department, Mayor's Office and our CFO for helping to give me some guidance and so what I thought I would do first is just go over with all of you what the city currently does if an employee -- somebody who works for us passes away, whether it's in their role as an employee or they experienced some other tragic event in their home. So, currently the city provides -- and I put this I think in the e-mail that I sent you, but just in case you missed it -- 50,000 dollars life benefit. So, any employee 50,000 dollars. If that employee passed away within the capacity of their work they get a 50,000 dollar accidental death benefit that may be paid depending on the situation of the death. The city, then, can also expand the COBRA benefits up to 36 months, but we don't pay any of that portion, it's up to the employee or their family to cover those costs and, then, we pay our vacation as we would normally do when an employee -- when they leave the city. In addition to that, that's what the city does. Should a death in employment capacity occur, the state through the Industrial Commission, provides a workmen's comp benefit. There is a formula that goes into that. It can be paid up to 50 weeks for as little as 300 dollars a week up to five hundred dollars a week. If the employees are PERSI eligible their PERSI is paid out to their designee, whether that's a spouse, child, et cetera. So, again, not through the city, done through the state. PERSI also provides a 100,000 dollar benefit for our police and firefighters through PERSI. So, again, not administered through the city, administered through PERSI for two separate employee classes and, then, let me share this that the Department of Justice also provides a public safety officers benefit program that can pay up to a little over 430,000 dollars. Now, there is an investigation to what results in that death, they ultimately make all of those determinations. Those three that I shared with you are not ran through the city, those are run through other forms of government separate from us and in many cases don't cover all of our employees. When the tragic situation happened in the county, members of our police department reached out and said would you be open to having a conversation about expanding that and I said I would, but I really felt it was important to look at this for all of our employees. So, what I sent you last night is I think just step 1-A, which is is the Council open to having this conversation? If so, there is some very basic language of what a policy would look like, which, essentially, would say this is what we would do for all city employees if they are killed while performing their duties as a city employee. What that amount is I think is up for -- for conversation and, then, a separate piece is would the city entertain covering those health insurance benefits for the employee for a predetermined amount of time? Did a little bit of digging. I believe city of Boise and Ada county, if an employee dies while in the line of duty, the city or the county will just pay their insurance benefits up to 30 -- they will be paid for the full 36 months. There is with all things that we talked about certainly a budget element and this would have an impact on our budget and it's one of those things that would sit within our budget, you hope you would never have to utilize. Currently right now our death benefit is provided by a third-party entity. They administer that benefit. They pay it. We pay them just like we would pay for other benefits to the city. I think that if the Council wants to head down a path of expanding that benefit we would, again, from a procedure standpoint turn it over to the administrative branch to develop the procedures to administer the policies as we see fit. So, that is a high level overview about what I'm looking to achieve. Not looking for necessarily, yes, let's go do this, let's put it on the agenda for next week, but something

for you to marinate on next couple of weeks, likely bring back something that is more formalized for a discussion at a later point in time. That said I'm here, are there questions that I can answer for any of you? Mr. Mayor? Council? And, Mr. Mayor, I know that you and your directors team met about this today. If there is any context or insight that you would want to provide as well I'm happy to hear -- that's important for all of us to hear as well.

Simison: Thank you. Well, I think we are here for two reasons today, to get our Council's viewpoint. We did talk about directors, but I think it's -- you know, we will start with what Council's prerogative is and to your point, because there is some administrative stuff. There is also tax implications if the city wants to do it versus go through a third party, but we are here to listen and, then, based on that feedback and our conversation we can have an appropriate dialogue on what we think as an executive branch would be an appropriate benefit proposal.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor, Luke, thank you very much for bringing this up. I'm definitely in support of a continuing conversation here. Just -- not to be picky, but at one point you used the word died while working versus killed. Two different --

Cavener: Yeah. Yeah. I would always look to our legal counsel to help me in terms of -- of definitions I would look at this that if an employee is performing their role within the city and as a result their life ends, that's how I would classify this, whether it is the actions of an individual or a thing, you know -- you know, to me, it's important that we look at this not just for our police and fire emergency responders, who have a very, very dangerous, incredibly important job, but it's also about all of our employees. I think we realize that, but our -- our Public Works Department performs in many aspects a very, very dangerous job. I have worked here on shut-off day and it can be a scary time for our employees. We are fortunate that we have got a great team that has deescalated situations; right? These are the things that I'm sure all of you stay up at night thinking about the what abouts, the what abouts, and you hope that we never have to become involved with all those certainly. If we leave this as is or we change it doesn't bring anybody back that's important to us. This is just I think a -- an important way for -- and I want to commend our CFO, as he and I were talking about this, he said it best, these are our people and we should be taking care of -- we should be taking care of our people and I think that this city has done a really admirable job of being really mindful of our employees. You know, this is -- when I was employee here the only organization I have ever worked at where they said if you get into a car accident while you are on vacation, the city is going to provide monetary compensation to your family. As an employee that's a big deal and I have worked for other organizations that none of them do that. So, I like that this is a -- a first step -- has been a first step. To me I think, though, there is an opportunity for us to do more and that's why I'm bringing this today.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you so much. We are definitely interested in having the conversation. I think it's a really worthwhile topic. I think paying for the COBRA premiums is a really important component of it. I think almost if not more important than -- than the death benefit, particularly, you know, because people's families rely on those benefits and that -- that seems like one we should look at. The one piece for me I think that we just owe it to ourselves to try to figure out is whether we should continue paying a third party to do it or does it makes sense for the city to self-insure, you know, these death benefits if they are expanded or not, but I think we need to look at that and kind of get some history on -- you know, on average how many employees die, what -- what do we think the total is that the city could be on the hook for? And I think you have mentioned some of that, but if you wanted to walk us through that really quick.

Cavener: Happy to, Council Member Strader. Thanks. And I think you bring up a really good question, something I appreciate. I think the Mayor and probably our Human Resource Department is here to -- to answer any kind of administrative questions that you may have -- is that I will come back to whatever is the best path for our employees is the one that I would want to, you know, pursue. So, to that point as -- as I understand with things right now is if the city were to hold those funds and, then, provide it to an employee, there would be significant tax implications that would significantly reduce the benefit that can be provided to the employee versus an insurance policy that's administered via third party would not necessarily have those tax implications. Now, listen, we are at step one here and I appreciate the Mayor, our HR and Finance Department moving wheels quickly to be able to get some of these questions answered. As is often the case with these big things, you answer one question, but you get three more. So, I'm committed to work with our CFO, Mayor's Office, HR, and our department directors to make sure that whatever recommendation we come back with in terms of how it's administered, it's what's best for our employees.

Simison: And just to touch on that, you know, one of the little things, you know, it's kind of -- we are self-funded for health, but we still have a relationship with Blue Cross and they still perform a function and duty and it's valuable for us compared to us doing all the work ourselves. Similarly -- and I look at it this -- you know, I'm not saying this is the answer, but I have asked the team to go sit down with our current provider and have a conversation if there is a relationship that exists -- that can exist in a similar way where we take on the -- one side of it, just to point -- just to say a hundred thousand dollars, the city says we are going to do that. Fifty thousand of that goes to the government, because it impacts taxes. I would rather give our employees 75,000 and the insurance provider 25, than 50,000 to the federal government for the same dollar. So, those type of conversations are well -- will ensue to see what could -- what type of changes, if any, can make sense or not and we can work on those type of things. But those are the implications we know.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Do you just mean in terms of -- I mean at the end of the day we all file our taxes and you -- you may get taxed on a one-time payment at a higher rate, but --

Simison: Correct.

Strader: -- as opposed to an annuity and you are treating it as more of an ordinary income.

Simison: Yeah. And that's what -- according to our CFO this would -- if we paid this benefit in our current scenario it's an income-based dollar figure to the individual compared to an annuity, which has -- which is not.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: If I'm not mistaken that would be more of a procedural element. This is -- the Council setting the policy that we wanted to do and, then, the administrative side, the procedure side would determine how it would be implemented; correct?

Simison: I mean -- yes. I mean it's -- I think it's all relative to what's in the policy though. If the policy were to say we want to spend 200,000 dollars per death towards somebody for COBRA and other benefits, yes, we could determine how to do that, but at the same time what's the -- what's the end result, we want what's best for the employees and that's what we want to get to in those conversation. So, we touched on some of this, but we don't have the answers as to what's the appropriate way and can we work with a third party effectively to achieve that same goal or are we taking on the cost -- the unknown cost is like saying, well, we have historical data from three -- you know, three deaths over a ten year period. Well, we could have four deaths next year. And, you know, very soon what you think is a historical number that says it's cheaper to do a one week and it's more expensive, but if we are willing to take on those risks at that time that's a different equation into this and maybe the -- our insurance provider would say, yeah, you guys will pay out the full cost and here is why it makes sense to work with us on this compared to paying a tax, but those are the conversations.

Cavener: Thanks, Mr. Mayor.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: A quick follow up. I'm fully supportive of this discussion and moving forward with the two parts that you presented, first being the 36 months of COBRA. I think we should be there already. We are not. But I think in this process we can probably get there. Secondly, I really like the idea of a city-wide benefit. But I would -- at this point I would only want to be supportive of it if the amount we are saying we are going to give them is the amount that gets given to them.

Cavener: Mr. Mayor? Well put, Council Member Overton. And we -- I think the Mayor touched on that. We would -- we want as much of the financial benefit to benefit the families, as opposed to going to a third-party entity or the government. That's I think ultimately what's going to impact the family the most should be kind of our Northstar to a degree. So, Mr. Mayor, I think next steps are some continued conversations with all of you. You have got a very rough draft version of the policy. One of the things I love about Council is that we all have our own path to get to the right idea. So, I would encourage your feedback, suggestions. It sounds like that there is some desire for us collectively to look at this. So, challenge me as to the best way to do that and we will continue to work together and in a number of weeks maybe come back with a policy for a more flushed out version for deliberation. Okay? Thank you.

24. Standard Operating Policy Discussion: Grant Application and Administration Policy

Simison: All right. Thanks very much. Okay. Up next Item 24, standard operating policy discussion, grant application, administrative policy and, Todd, you can also talk about any other items that were up there tonight if you want to update.

Lavoie: We are good, Mayor, but I appreciate you allowing us to talk about this. On June 27th we provided you, Council, a brief overview of what changed between the old policy and the new policy and I don't have a presentation for you. I'm here to possibly answer any questions that were not answered via the e-mail string on June 27th. So -- so, anybody. We are all here to answer any outstanding questions that you may have.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I don't have any outstanding questions, but I -- I appreciated that information and just sort of taking the moment to understand the changes and why they are being made. So, I appreciate that. It feels like this will further standardize our approach to these and I think kind of get some guardrails around what we are doing. So, I appreciate you bringing it forward.

Lavoie: You are correct. Yeah. We are just trying to clean up a little bit of language, make it more understandable for all.

Simison: Council, any additional questions? All right.

Lavoie: Thank you.

25. Resolution No. 24-2460: A Resolution of the City Council of the City of Meridian to Amend City of Meridian Standard Operating Policy 9.8, Regarding Grant Management; and Providing an Effective Date

Simison: Thank you. The next item up is Item 25, Resolution No. 24-2460. Ask the Clerk to read this Resolution by title.

Johnson: Thank you, Mr. Mayor. A Resolution of the City Council of the City Meridian to amend City of Meridian Standard Operating Policy 9.8, regarding grant management and providing an effective date.

Simison: Council, you have heard this resolution read. Is there anybody that would like it read further? Or do I have a motion?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: It's all very good discussion and work. Appreciate it. I move that we approve Resolution No. 24-2416.

Cavener: Second.

Simison: Have a motion and a second to approve Resolution No. 24-2460. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the resolution is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Simison: Council, that wraps up our meeting. Do I have a motion to adjourn?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Move we adjourn our work session.

Simison: Motion to adjourn. All in favor signify by saying aye. Opposed nay? The ayes have it. We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 5:15 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

_____ / ____ / _____

MAYOR ROBERT SIMISON

DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the July 9, 2024 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:01 p.m., Tuesday, July 9, 2024, by Mayor Robert Simison.

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

Members Absent: Doug Taylor.

Other Present: Chris Johnson, Bill Nary, Sonya Allen, Stacy Hersh, Linda Ritter, Jamie Leslie, 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 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 June 9th, 2024, at 6:01 p.m. We will begin this regular City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Mr. Clerk, we didn't have anyone signed up under our community invocation; correct?

Johnson: We did not.

ADOPTION OF AGENDA

Simison: Okay. So, with that we will move on to adoption of the agenda.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: No changes this evening, so I move that 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 adopted.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

PUBLIC FORUM – Future Meeting Topics

Simison: Mr. Clerk, anyone signed up under public forum?

Johnson: Mr. Mayor, no signups.

ACTION ITEMS

1. **Public Hearing continued from April 9, 2024 for Rosalyn Subdivision (H-2023-0056) by Givens Pursley, LLP, located at 200 E. Rosalyn Dr.**
 - A. Request: Annexation of a 0.014-acre of land from RUT in Ada County to the R-8 zoning district, including the remaining portion of E. Rosalyn Street cul-de-sac right-of-way.
 - B. Request: Combined Preliminary/Final Plat consisting of 6 residential building lots and 1 common lot on 0.733 acres in the R-8 zoning district.

Simison: Okay. Then we will move right on to our Action Items for this evening. First item up is a public hearing continued from April 9th, 2004, for Rosalyn Subdivision, H-2023-0056. We will continue this public hearing with comments from staff.

Hersh: Good evening, Mr. Mayor and Members of the Council. The applicant is here to present their project once again for annexation and a combined preliminary/final plat. So, the original plat consisted of three lots and now they are proposed -- or I mean six lots and now they are proposing three lots. This is the plan -- revised plan that they sent us all to look at this evening and written testimony since the last hearing from May 14 is from Ken Freeze and he just had concerns of -- with the house placement on the west. There is a big walnut tree on the corner and he would like to see that preserved, as well as he would recommend that the applicant build wider driveways to accommodate three vehicles. However, staff does analyze that with the building permit based on the amount of bedrooms. And one last thing. If City Council chooses to move to approve this revised plat, there is a condition in the staff report in Section IXA2 that needs to be revised to read the applicant shall submit a complete set of engineer plans with the final plat application submitted for the city engineer's signature. And that concludes staff's presentation tonight for this project and I will leave it to the applicant.

Simison: Council, any questions for staff? Then would the applicant like to come forward. Good evening, Elizabeth.

Koeckeritz: Good evening. Thank you, Mayor and City Council. We are here again on Rosalyn. I have a very brief presentation this evening with me to -- Elizabeth Koeckeritz. 601 Bannock with Givens Pursley. Land use counsel. I'm here with Brett and Julie Bingham, the owners of the property this evening and we are back tonight with a three lot subdivision. Two of the lots are accessed off of a common drive, which means there is just fewer accesses directly onto Rosalyn. It also puts the garages further back away from the street. Generally speaking garages are the least attractive portion of any home and so it's nice to keep them away. The lots all come in at approximately 10,000 square feet, some a little more, some a little less and the lots now actually at this size do meet R-4 dimensional standards and so tonight we are just looking for approval of the annexation and the combined preliminary and final plat.

Simison: Thank you. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Not a question, just a comment. What a fantastic revision. It looks great. Just a general comment. I so appreciate the flexibility and how you approach this and it feels like a good amount of homes for this area.

Simison: Okay. Thank you very much. Mr. Clerk, anybody signed up under this item?

Johnson: Mr. Mayor, Ken Freeze.

Freeze: Thank you once again, Council Members. This has been a long process and I have to say while I'm relieved to see three lots there, I am also a little disappointed that apparently they will not be building on those lots. I hope that we are not back here a year from now with some new owners who are trying to do something to those lots that will not fit the neighborhood, because I think building three homes on the three lots would be very fitting for what the rest of the neighborhood has right now and as I requested in my letter that one home looked a little forward, but, then, I was informed that apparently those were just sort of place markers for what might be there, not -- nothing that would be there as a final building. Also in my letter I did request that if they were going to be built that just if nothing else wider driveways would be put there, because with the HOA that's just to the east of there, there is a problem with cars often parking in the street because there is not enough room for them to park in their driveways and as the fire department has stated before that a lot of times these common driveways become parking lots when they should be clear. Those were my only two comments. I have to also say that I know for the Bingham's this has been a long, drawn out process. It hasn't been easy for anybody. I can tell you that the president of the HOA has been extremely stressed out about this to the point where she

has almost been ill over it and I know some other people have been very stressed out about this whole process. I hope that whatever comes of this property in the near future it still looks sort of what we see in this plat now and not something -- something grotesque that say some new owners of those lots may want to build there. I'm also happy to be able to tell the people that I have been dealing with that the City Council does listen to the citizens. Some of the naysayers who were saying that there is no point in it, I'm glad that you proved them wrong, that you do listen to the people and that it is worth stating what they feel when they feel that instead of waiting until it's all done and saying, oh, they wouldn't have listened to us anyway. So, once again, thank you to all the Council Members and Mayor. Thank you.

Simison: Thank you. Council, any questions?

Overton: Mr. Mayor?

Simison: Ken, I had a question. Councilman Overton.

Overton: Welcome back. Just a clarification. You stated that the houses are not going to be built?

Freeze: That's my understanding, that these are just going to be surveyed. I mean you can -- you can ask them for clarification, but my question was initially why this was put down there was no new elevations or anything and I got the -- basically a preliminary -- sort of a preliminary answer and I was hoping I would get a better answer tonight, but that apparently they are not planning on building now, but they were just going to subdivide. Again, I would -- I would say ask them for some clarification on that. I would like to see it built. I would like to see them complete the project, but, on the other hand, I realize this has been an expensive process for them and I hate -- honestly I have hated to see them have to go back to the drawing board over and over again, because I know it always costs them money and I don't -- I don't like to see anybody waste money.

Overton: We agree with that. Thank you.

Simison: Mr. Clerk, do we have anybody else signed up?

Johnson: Mr. Mayor, that was everyone.

Simison: If there is anybody present that would like to provide testimony either online or in the room if you would like to come forward at this time. Good evening. State your name and address for the record.

Larrea: Good evening. Jan Larrea. 100 East Rosalyn, Meridian. Mr. Mayor and Council. I have no objection to three houses or three lots being built in that area. It would look better than what happens to be there now. So, no objections for me. I complained before, so now I'm saying it's fine. Any questions?

Simison: Is there anybody else that would like to provide testimony on this item? Would the applicant like to come forward to close?

Koeckeritz: Mr. Mayor, City Council, Elizabeth Koeckeritz. Givens Pursley. Just one comment in response to Council Overton's question and Mr. Freeze's comments. The Bingham's intend to take this to final plat and at this point they don't know if after it is officially subdivided into the three lots if they will move forward with building on those lots or if they will be selling the lots for individuals to do their own development on it, but they do absolutely intend to take this through to final.

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

Whitlock: Mr. Mayor?

Simison: Councilman Whitlock.

Whitlock: I was just appointed to the Council on May 28 and there were two hearings on this issue, one in April and one in early May, both of which I viewed and have reviewed the record as well. So, if there is no objection I feel comfortable participating in the discussion and vote tonight.

Simison: You're fine. Thank you. Council, any questions or discussion on this?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: If there is no further questions or discussion, I move that we close the public hearing.

Little Roberts: 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: FIVE AYES. ONE ABSENT.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I would very happy to make a motion for approval. After considering all staff, applicant and public testimony, I move to recommend approval of file -- I move to approve file H-2023-0056 as presented in the staff report for the hearing date today on July 9, with the modifications as suggested by Planning staff in Section 9-A-2 to require

a revised complete set of engineering plans with the modifications that were in this slide.

Little Roberts: Second.

Simison: I have a motion and a second. Is there discussion on the motion? If not, Clerk will call the roll.

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

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

2. Public Hearing for Two Mustard Seeds Women's Resale Shop (H-2024-0009) by Arlene Hardy, Expansion International, located at 817 N. Meridian Rd.

- A. Request: Rezone of 0.63 acres of land from the R-8 zoning district to the O-T zoning district for the purpose of converting the existing home into a women's resale retail store.

Simison: With that we will move on to Item 2, which is a public hearing for Two Mustard Seeds Woman's Resale Shop, H-2024-0009. We will open this public hearing with staff comments. Linda.

Ritter: Good evening, Mayor and Council Members. So, tonight we are here -- the applicant is requesting a rezone of 0.63 acres of land from the R-8 to OT zoning district for the purpose of converting the existing home into a women's re -- a women's resale retail store. So, the proposed 2,463 square foot retail store will be located in the downtown area within the Meridian Urban Renewal District. The home was built in 1902 and is slated for further improvements to meet city code requirements and enhance the customer experience. The remodel will include handicapped bathroom access and ramps for store access, as well as new flooring, paint, landscape and other minor interior makeovers. Access will be off of Northwest 1st Street and parking with handicap stall will be at the back of the retail store. Walk-in handicap ramps will provide access to the front door. There will be five off-street parking spaces as part of this proposal. The proposed hours of operation will be from Wednesday to Saturday, 9:00 a.m. to 5:00 p.m. The city may require a development agreement in conjunction with a rezone pursuant to Idaho Code Section 60-765-11-A, but due to the size of the development staff believes that a DA should not be required. There are existing sidewalks along North Meridian Road and North 1st Street and there is existing landscaping along Meridian Road and so no additional landscape will be required for buffers -- except for buffers to these adjacent residential uses if needed. So, as you can see here these are pictures of the

existing property. It's actually a beautiful home -- piece of property. I walked the property, walked along it and it's going to be a really nice addition to the neighborhood, this resale store. At this time I will let the applicant come up and provide any information that she would like to.

Simison: Council, any questions for staff? All right. Would the applicant like to come forward? Good evening. State your name and address for the record.

Hardy: My name is Arlene Hardy and my address is 2484 East Summer Dawn Street in Meridian. Thank you for having us here again this evening. On behalf of Expansion International I would like to say how excited we are and how happy we are to be part of downtown Meridian and to bring this property. It's a beautiful old house as you just saw and be able to bring this property into a store and the store will be a resale store for women. It's going to be a boutique type store. We are very excited that women in the area can come and shop there, as well as volunteers in the area will be able to come and volunteer at the store. So, our goal is to preserve the beauty of this old house, 120 year old house, which is in very good shape and our goal is to preserve that beauty and the history of the house, while still bringing a fun shopping experience into the area. We think it will bring shoppers to the downtown area and people passing through Meridian will be able to see what a great asset this is. We are looking forward to being part of Meridian downtown and working with the city and working with the people in the area and we just want to say thank you for reviewing our proposal and for having us here this evening and I'm just here to answer any questions you might have.

Simison: Counsel, any questions for the applicant? All right. Thank you. Mr. Clerk, I assume we didn't have anyone sign up or did we?

Johnson: We do.

Simison: Oh.

Johnson: It's the applicant Gene Bennett.

Simison: Okay. Good evening. State your name and address for the record.

Bennett: My name is Gene Bennett. 4210 North Rogue River Way in Meridian. As a volunteer helping them with the construction and so if you had any questions regarding the construction I would answer those if you need.

Simison: Thank you. Anybody else?

Johnson: Mr. Mayor, that was everyone.

Simison: Is there anybody present who would did not sign up that would like to come forward and present testimony? Would the applicant like to make any final comments

or does the applicant waive any final comments? Applicant waives final comments. Council, your direction.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Seeing there is no further comments, move we close the public hearing.

Little Roberts: 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 arena is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Considering all staff, applicant, and public testimony, I move to recommend approval of File No. H-2024-0009.

Little Roberts: Second.

Simison: I have a motion and a second. Do I have discussion? If not Clerk will call the roll.

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

Simison: All ayes. Motion carried and the item is agreed to. Good luck.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

3. Public Hearing for Vanguard Village Subdivision (H-2023-0074) by Adler Industrial, located at 1085 S. Ten Mile Rd.

- A. Request: Modified Development Agreement to amend the existing development agreement (H-2021-0081 Inst.#2022-049799) to clarify the uses allowed in the M-E zone; update the phasing plan, include an alternative design and development guidelines for distribution & light manufacturing area (i.e. warehouse and light industry uses) with conceptual elevations and other miscellaneous changes.

Simison: Council, the next item up this evening is a public hearing for Vanguard Village Subdivision, H-2023-0074. We will open this public hearing was staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The next application before you tonight is a request for a development agreement modification for Vanguard Village. This site is governed -- the overall site is governed by the existing development agreement consisting of 115.26 acres of land, zoned R-15, ME, C-C and is generally located a quarter mile south of West Franklin Road and west of South Ten Mile Road. The existing development agreement was approved in 2021 and replaced the original development agreement required with annexation of the property. The Comprehensive Future land use map designations are mixed use commercial, medium high density residential, mixed employment and high density employment. The portion of the property that is the subject of the amended DA is only that at the southwest corner of the site in the ME zoning district and that is this area right here where my pointer is. The applicant proposes the following amendments to the existing development agreement. Number 4.3 is a new provision that they are proposing -- is a restriction on the uses allowed on the eastern portion of the ME zoned area that is shown here on the map in the green. Not allow warehouse, including distribution and flex space use. The inclusion of this restriction on approximately a third of the mixed employment zoned area will ensure the property develops with a mix of employment uses as desired by the city with a limitation on flex and warehouse uses. The next one is a modification to DA provision 5.1A. It includes reference to updated phasing plan and a new phasing plan is included as an exhibit. So, this is the existing phasing plan on the left and their proposed phasing plan on the right. With the proposed phasing plan Phase A, the first phase, is at the southwest corner of the site. Directly to the east will be the second phase and the last and third phase will be the northern portion of the site. The reason for the change is the development priorities have changed, along with property ownership since the time of the initial approvals. The proposed change will allow development to proceed in an alternate order. The next change is inclusion of alternative design and development guidelines for the distribution and light manufacturing area, i.e., the warehouse, distribution and light industry and manufacturing uses on the western portion of the ME zoned area per the conceptual elevations shown and modification to the following development agreement provisions: 5.1B currently requires compliance with the design guidelines in the Ten Mile plan and the standards in the Architectural Standards Manual as applicable. That modification allows for alternatives to the design guidelines if approved by Council tonight. Modification to No. 5.11, the proposed modification allows for exceptions to the design guidelines in the Ten Mile plan for the ME zoned area or warehouse, including distribution and light industry, including manufacturing uses are proposed on the western portion of the ME zoned area. The exceptions consist of a minimum of eight percent windows on the front edge and a single plane wall maximum distance of 150 feet without building modulation, instead of 20 percent windows and a single plane wall maximum equal to the building height without building modulation as shown on the examples submitted with this application as shown. Only the building faces shown in red on the exhibit on the left will be considered frontage. The Ten Mile plan has elevated guidelines that apply to development within the Ten Mile area. The

Architectural Standards Manual applies to all properties within the city with established baseline minimum standards. These are in addition to the elevated guidelines in the Ten Mile plan. The front and south side of the southernmost building will be highly visible from I-84. The front of the other buildings will be internal to the site and not as visible. Staff is unable to support requests for deviations from the guidelines in the plan due to conflicts with the lesser architectural standards manual standards prior, apart from and prior to the design review process. Commercial Architectural Standards Manual standards apply to ME zoned areas, but the buildings are of an industrial style and may conflict with other citywide ASM standards as well. Action is needed from Council for such requests. If Council approves the proposed deviations to the design guidelines in the plan the applicant will need to include a request for a design standard exception with each commercial standard in the Architectural Standards Manual that is not met with subsequent administrative design review applications. Any such related request will likely not comply with the design standards in the ASM. The next provision proposed for modification is 5.1L. The proposed modification allows for exceptions to the design elements in the Ten Mile Plan if approved by Council tonight. Modification to DA provision 5.1M, the proposed modification allows the applicant to submit a certificate of zoning compliance and building permit application prior to recordation of the final plat, but requires the plat to be recorded prior to issuance of certificate of occupancy. Currently the requirement is for the plat to be recorded prior to submittal of a certificate of zoning compliance and/or building permit applications. The proposed change will allow development to commence, but will still require the plat to be recorded prior to occupancy. Staff is recommending approval of the requested modifications to the development agreement, except for the deviations from the design guidelines in the Ten Mile Plan, which are mentioned, which require Council approval. No written testimony has been submitted on this application. The applicant is here to present tonight. Thank you.

Simison: Thank you, Sonya. Council, any questions for staff? Would the applicant like to come forward. Good evening.

Goede: Will Goede. 8665 West Emerald Street, Boise. Thank you, Council, Mayor, Sonya. We are really excited about this project. A little background on Adler. We are the biggest industrial developer in the Treasure Valley. We pride ourselves in our communities and we own or manager about 20 -- about 20 buildings in Meridian right now. Three more under construction. We are excited about -- exciting in the industrial world -- about as exciting as it gets for me and three more in -- in design at the moment. So, love being a part of the Meridian community and thanks for letting us be a part of that. A little background on this project. So, some of you might have been part of this background, but like Sonya said, there is an existing development agreement. We purchased part of this property last year and now we are here to just make a few minor adjustments to the development agreement, so we can move forward with developing the property. As shown in this image, the 115 acres covered by this development agreement is -- is controlled by three different developers and going to be developed by three different developers. Corey Barton is going to develop the residential 40 acres on the north, BVA is going to develop the commercial, high density employment and part of

the mixed employment zone on the east end -- east side. And Adler is going to develop the 20 acres of mixed employment on the west side of the site. We are working very closely with BVA to ensure a smooth transition from the commercial uses over at Ten Mile and Ten Mile Crossing over to industrial uses over at Black Cat with large warehouses over there. We think that this project does a really good job of a smooth transition. So, zooming in on Adler's 20 acres that we are going to develop, you can see the original development agreement site plan and the -- our current site plan, which are nearly identical. Apologize for all the capitalization and, then, lowercase. It's driving me crazy. I hope you guys can look past it. That's not what mine looks like. So, you can see that the plans are nearly identical. We did put the slightly larger building in the middle of the site -- interior to the site, as opposed to up against the freeway, but that's really the only -- the only change there. The current site plan is designed to be highly demisable. So, you can see on the north-hand side that there is two -- two small flex buildings that can accommodate divided into four different tenant spaces and accommodate tenants as small as 3,800 square feet. The next two buildings can accommodate tenants as small as 4,700 square feet and you have the larger building, which can demise into six spaces down to 21,000 square feet and, then, finally, the building along the freeway, which can demise down into 16,000 square foot spaces. So, the goal really for this project is that you can get a small business into one of the flex buildings and they can grow as their business grows and stay within the park and move into bigger spaces. The first item getting -- that was kind of a little background. Getting into the actual DA amendment. The updated phasing plan is really having to do with the -- the different developers involved at this point, simplifying that phasing plan a little bit from where it was. We do have the industrial as part of Phase A -- first phase here. Oh. And we are already installing infrastructure for the entire project. You might have seen us working out there in conjunction with EDA installing a lot of sewer. We are hoping to have the roads paved by the end of the year. Jumping into the design guidelines that Sonya mentioned. So, while the original DA specifically lists distribution and light manufacturing as examples of intended uses for the mixed employment zone, it doesn't address the design requirements for these buildings. It does show elevations and renderings for other buildings, but not for any of the mixed employment buildings. So, first, to get you oriented on the site here, on the northern side of our 20 acres is going to be Vanguard Way, which will be a public road. On the east side of our site is Lavista, which is a private road. On the west side of this site Corey Barton actually owns another property that he has plans for an industrial development there and, then, on the south end -- south edge of the site is I-84. So, the northern most two buildings we are not proposing any changes to design requirements. Those will be designed to -- to meet the 20 percent windows and all the requirements in the -- in the Ten Mile Plan. We -- we recognize that those buildings are facing public right of way. There -- there is residential to the north. So, we -- we want to keep those smaller buildings without any kind of design changes. The three out of the four phases that are proposed -- that we are proposing some design changes in the middle of this site are facing interior to the site and facing each other, so not highly visible outside of the actual park here and, then, the last phase that we are proposing some -- some design changes is the southern phase that faces the freeway. Zooming in on that freeway frontage there, there -- there will be a 50 foot wide landscape buffer on the west end of the site and it's

about a hundred feet on the east side of the site. That will be fully lined with trees on both sides of a walkway and those -- there is actually 85 trees along the south edge of the site there and the way that this site works -- so, there is -- these trees are 50 feet tall when they are mature. The building we have proposed here is going to be about 32 feet tall and the building actually sits down about 15 feet from the freeway, just because of the topography of the site. So, trying to read the visual that you have 50 foot tall trees that are starting from a higher point than a 32 foot tall building, which is down lower. So, we expect to get a really good visual screen from all these trees. In addition, these trees are 40 feet wide at maturity. They are staggered and so that all of -- as you can see in this rendering, all the canopies end up interlocking and create a full visual barrier. There is also a mix of deciduous and evergreen trees here to create a visual barrier even in the winter months. So, with that said, jumping into maybe the nitty gritty of the single plane wall, ask -- or request here. So, you can see in this design, which is the building we are currently building in Boise, the single plane max while distance is about 150 feet. This allows us to locate the architectural elements around the building entries, which is where we want the focal points to be. To me in my opinion it results in a more clean and intentional design. Here is what a design looks like when -- when -- that meets the Ten Mile specific area plan where the single plane max wall distance is equal to the building height. You end up every 30 feet having to hop a panel out and step it up a little bit, which can -- can look a little random, it can look a little tassellish I have heard it -- I have heard it called. The pop outs don't necessarily follow the architecture of the building, they are -- rather they are just to -- to check a box and to meet a requirement and they can often distract from the building entries, as opposed to enhance the building entries as a focal point. So, we -- we would request that we increase that single plane max distance to 150 feet. The windows is the other ask here for a design change on those. Those -- those four facades. So, first, the Ten Mile specific plan calls for 20 percent windows, but it doesn't clarify if those windows are calculated based on square footage or based on linear footage and this makes a very significant difference. Again, that same building that I used as an example in the last photos, this is a -- this is a calculation both ways. If you take the window square footage, which is in blue, and divide by the total building square footage for that face of the building, on this building we have a little over eight percent windows. If you do that based on linear footage, which is the green -- you know, the width of the window, which is shown in green versus the overall length of the building, 678 feet, then, that's 33.6 percent based on a linear basis. So, hugely different and that -- that's why the -- because our buildings tend to be tall, which used the different calculations. So, if the requirement is enforced based on square footage and that's what -- how we assumed it would be, I have actually had different jurisdictions interpret it both ways. But that's where we are requesting the eight percent. If it's been forced based on linear footage, then, we can make the 20 percent and there is no need for a reduction there. So, that's maybe a clarifying item. So, talking a little bit about the functionality of windows in an industrial building, so that I can articulate why having 20 percent based on square footage is problematic in this style of building. So, based on our experience, the majority of tenants want a 1,500 to 4,000 square foot office and we try to build these buildings to be as versatile as possible. The -- so, you can see in this image that what that does is across your front edge you have -- you have an office area and, then, an

industrial area next to it and, then, potentially you have a demising wall and you have the other tenants industrial area and office area and it switches use across the front of the building. The reason this is important is that windows are very different in the office area versus the industrial area. In the industrial areas of the buildings tenants don't -- tenants don't want low windows. The -- having low windows are seen as a -- a security risk. They don't want people to be able to see into their industrial area or easily break into that area. They are also seen as a liability. Windows are easily damaged and they break, they make a mess, and I can tell you based on -- since we -- we manage and own all of our properties, our property management team constantly gets calls about people damaging and breaking anything that is possible to damage and break in one of the spaces. We have -- in the last couple of years we have had multiple steel building columns that are ran so hard by a forklift or equipment that they are not structurally sound anymore and we have had to replace them. The demising walls between spaces are constantly hit with forklifts, so much that it even pushes the whole wall out of the way and we have had to install steel channels on both sides of these walls, so that they don't get pushed out of the way. So, having windows in the industrial area is -- is not liked by tenants because of security and damage concerns. So, having -- started having low windows. So, that's why you see just some high windows. Still natural light is important and locating the windows high up is -- is much more functional. In the office area it's totally the opposite. The -- like I said, the majority of tenants want a 1,500 to 4,000 square foot single story office. So, typically the ceiling on that will be ten feet high and any windows that are higher than ten feet are going into the void space above the ceiling. There is no natural light. There is no benefit. They get boarded up or filmed over and, actually, if anything, there is only a detriment, which is, you know, a less energy efficient building for no real benefit. So, I just wanted to show you a few examples to put the 20 percent in perspective to an industrial building and so, again, this is the example I have been using so far. This is eight percent windows. It's an 88,000 square foot building, which is very similar to the size of the building that's going to be along the freeway there that was approved in the DA already -- DA agreement already. If you just look at the entry feature, we do exceed the 20 percent windows at the entry feature, but, like I said, because of the adjacent industrial areas on the building as a whole it's less than that 20 percent. Here is the Tesla building that we are currently finishing on Franklin here in Meridian. It is a little bit smaller building, 41,000 square feet, and it's at 9.9 percent windows. It's a little bit shorter building, too. A bit smaller. Another example of a project that we finished last year in Boise, a larger building, 220,000 square feet. It has eight percent windows on the Gowen frontage and actually at the corner of this building, that glass is 19 feet tall just to get to the -- to the eight percent. I will skip that example. Nine and a half percent. So, in summary, I just want to remind you, we are not requesting any changes for the northern two buildings, three out of the four frontages we are requesting -- are facing internal to the site and the -- the southern building is going to have a significant tree barrier to shield use on the freeway.

Simison: Thank you. Council, any questions for the applicant? Okay. I wouldn't go far, because I don't know that there is a lot of other people here. Mr. Clerk, do we have anybody signed up on this item?

Johnson: Mr. Mayor, we do not.

Simison: Is there anybody present that would like to provide testimony on this item?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I do have a question for staff. Sonya, hi. Could you clarify the intent of the design guidelines for the Ten Mile Specific Area Plan and whether the windows were meant to be calculated on the linear square foot basis or not? I think it would be helpful for us to all understand that.

Allen: Yes. Council, I was just looking at the answer to that and I'm -- I believe it is on the linear dimension of the street level frontage is what I'm seeing so far. I will make a correction if I'm wrong, but -- I had to look that up. I don't have that, so --

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Did you want us to circle back to it?

Allen: I believe that's the answer unless I -- unless I say otherwise. I am looking just to make sure. If I see anything to the contrary I will --

Strader: Thank you. Mr. Mayor?

Simison: Council Woman Strader.

Strader: Sorry to beat this one to death. Would it be helpful if Council -- like if we believe that is the case, do you need Council to clarify that an exception is not needed, because it's calculated on a linear square foot basis in our final deliberations or --

Allen: I think that Council should -- if they believe that what the applicant is presenting is -- is okay and you are amenable to that, then, I think you should approve the applicant's request.

Strader: Right.

Allen: And if it's -- you know, otherwise, it doesn't matter anyway. Same end result. I just confirmed with Brian. He's kind of our design review guru and he just -- he just confirmed that it's linear. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, I do have a question for the applicant. Apologize. I didn't catch -- is it Greg?

Goede: Will.

Strader: Will. Sorry about that.

Allen: Mr. Mayor, if I -- if I may interrupt again. He just told me that he had it backwards. He thinks it's -- so I'm going to continue to -- I'm going to continue to research here and try to get a more -- a better answer for that. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, while we are trying to -- trying to tackle that and figure that out, I guess just a question for you, just to confirm. If, in fact, we believe the Ten Mile specific guidelines are based on linear square feet, do you meet that requirement for all of the facades of your building that are -- that you were asking for an exception on?

Goede: Yes. You said linear square feet. And just to clarify -- so, if it's just based on linear footage, the width of the windows, yes, we can make 20 percent on -- on all the projects.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. It sounds like based on at least the example that you gave us and you are, obviously, one of the largest, if not the largest developer of industrial here in the valley, this is typical for this property type.

Goede: Yeah. Absolutely. The -- the larger a building gets the -- typically the less windows it has, so -- yeah.

Strader: Thank you.

Simison: I may not be the smartest person in the room, but I have to think we are here because staff informed the applicant enough times that it didn't meet the proposed viewpoint. Otherwise, I don't know why we would be asking for a modification, especially when staff said that it will support the modification based upon the guidelines, how they have interpreted it. So, I know we are still trying to get clarification from Brian, but I -- otherwise I don't know why we wouldn't be here if that -- that was being interpreted by staff and the applicant to do an opposite. Councilman Cavener.

Cavener: Vice-president Strader and I were having a very similar conversation, like trying to figure out what's the crux as to why this is before us and I think it's important for Council, if -- if that answer would change anybody's decision, then, I think that we owe it to have staff to play it out and -- but I'm seeing some general consensus from Council about it, maybe if that answer wouldn't actually have a bearing on the Council decision I think that we are best to just continue to move forward.

Simison: Okay.

Allen: Mr. Mayor?

Simison: Sonya.

Allen: I apologize, I didn't know this was an issue before now or I would have had this researched and had an answer for you that was a little better than it's been, but Brian explained to me that the Ten Mile plan expects multi-story and it's intended to be of interest due to each floor. So, it's -- we don't have a multi-story building here, so it's a little difficult to meet that requirement with the guidelines as is for this type of building.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we close the public hearing on this item.

Simison: But before we do that the applicant has the opportunity to come forward and --

Strader: I apologize.

Simison: -- and provide final comments. If they would like to come forward and make those.

Allen: Mr. Mayor, if I may add one more thing. If you wish tonight you could just make them subject to the standards in the Architecture Standards Manual as well. There -- there are standards there that apply regardless that I mentioned before in my presentation that would require a design standard exception if they couldn't comply with those, which is staff level and an option as well. But that is kind of an extra tier of our view as well. Thank you.

Goede: Will Goede. Adler Industrial. I did just want to -- the windows is one of the requests. The wall plane is the other request. Just to make sure that wasn't forgotten and I think for the clarification, based on the -- the verbiage that I read in the Ten Mile Plan all reference linear footage, but it didn't specifically define anything, but it makes sense if it's written for a single story, which we -- sorry. It's written for a multi-story building. We are single story building that's taller than average buildings.

Simison: Council, any final questions for the applicant? Okay.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: With that I move that we close the public hearing on Item No. 3.

Overton: 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: FIVE AYES. ONE ABSENT.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just to kick off some discussion, then, I can make a motion. I think -- I think architectural guidelines are particularly important when we have an area that's highly visible to the public. I don't feel like that is as much of an issue here and I actually want to compliment the applicant. I have rarely seen someone explain so succinctly and clearly why an exception to an architectural standard is needed. So, thank you. I appreciate that. With that, after considering all staff, applicant and public testimony, I move to approve File No. H-2023-0072 as presented in the staff report for today's hearing date with the following provisions: Approving the applicant's proposed amendments to the existing DA, clarifying that the City Council is granting a modification to the Ten Mile specific area plan guidelines with respect to both the windows and with respect to the -- the wall planes. Thank you. The maximum distance -- the wall planes on the facades that were specified by the applicant.

Overton: Second.

Strader: I think that gets us there.

Simison: Motion and second. Staff, any questions on that motion? Okay. Is there a discussion from Council on the motion?

Cavener: Mr. Mayor, just to --

Simison: Councilman Cavener.

Cavener: Just a quick clarification and I -- I think I see where maybe a slight error occurred. This is application 74 not 72. Seven two I think is the link that was provided

to the applicant file. I just want to make sure that we are on the right bouncing ball with the motion.

Strader: Mr. Mayor, yes, I agree. If staff is in agreement.

Allen: I will just clarify for the record since there was some discussion back and forth. So, Council, the motion is for Council to approve the applicant's request for alternative design and development guidelines as shown in the exhibits submitted by the applicant included in the staff report and as shown here tonight and both of their -- no changes to their request. Thank you.

Strader: Yes. Thank you.

Overton: Second agrees.

Simison: Second agrees what we are all understanding to be the case. Is there further discussion? If not, Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to. Thank you very much. Have a good evening.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

FUTURE MEETING TOPICS

Simison: Council, we are at the end of our agenda. Anything under future meeting topics or a motion to adjourn?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Move to adjourn the meeting.

Simison: Motion to adjourn. All in favor signify by saying aye. Opposed nay? The ayes have it. We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 6:55 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON
ATTEST:

DATE APPROVED

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Jump Creek Subdivision No. 7 Pedestrian Pathway Easement (ESMT-2024-0056)

Project Name or Subdivision Name:

Jump Creek No. 7

For Internal Use Only

Record Number: ESMT-2024-0056

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this 23rd day of July 20 24 between Open Door Rentals LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

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 shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such 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 it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR: Open Door Rentals LLC

[Handwritten signature in blue ink]

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on April 5, 2024 (date) by Corey Barton (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 Open Door Rentals LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below

ADAIR KOLTES
Notary Public - State of Idaho
Commission Number 30052
My Commission Expires 06-05-2028

Adair
Notary Signature
My Commission Expires: 6-05-28

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-23-2024

Attest by Chris Johnson, City Clerk 7-23-2024

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 7-23-2024 (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: 3-28-2028



Exhibit A
Pathway Easement
 Jump Creek Subdivision No. 7
 April 25, 2024

A portion of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Section corner common to Sections 27, 28, 33 and 34, T.4N., R.1W., B.M., from which the East 1/16 corner common to said Sections 28 and 33, bears North 89°16'45" West, 1317.68 feet; thence on the south boundary line of said Section 28, North 89°16'45" West, 323.61 feet; thence leaving said south boundary line, North 00°43'15" East, 49.00 feet to the northerly right-of-way line of W. McMillan Road; thence on said northerly right-of-way line the following three (3) courses and distances: South 89°16'45" East, 11.42 feet; 178.42 feet on the arc of a non-tangent curve to the left having a radius of 1,370.00 feet, a central angle of 07°27'42", and a long chord which bears North 78°42'44" East, 178.29 feet; 79.10 feet on the arc of a non-tangent curve to the left having a radius of 391.00 feet, a central angle of 11°35'25", and a long chord which bears North 67°09'57" East, 78.96 feet to the **POINT OF BEGINNING**;

thence leaving said northerly right-of-way line, North 00°31'08" East, 83.17 feet;

thence North 07°38'39" East, 24.19 feet;

thence North 00°31'08" East, 357.89 feet to the southerly boundary line of Jump Creek Subdivision No. 1 as filed in Book 110 of Plats at Pages 15795 through 15799, records of Ada County, Idaho;

thence on said southerly boundary line, North 90°00'00" East, 14.00 feet to the westerly right-of-way line of S. Black Cat Road;

thence leaving said southerly boundary line on said westerly right-of-way line the following three (3) courses and distances:

South 00°31'08" West, 358.89 feet;

South 07°38'39" West, 24.19 feet;

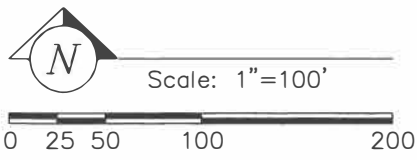
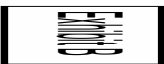
South 00°31'08" West, 74.11 feet to the northerly right-of-way line of W. McMillan Road;

thence on said northerly right-of-way line, 16.22 feet on the arc of a non-tangent curve to the right having a radius of 391.00 feet, a central angle of 02°22'38", and a long chord which bears South 60°10'55" West, 16.22 feet to the **POINT OF BEGINNING**.

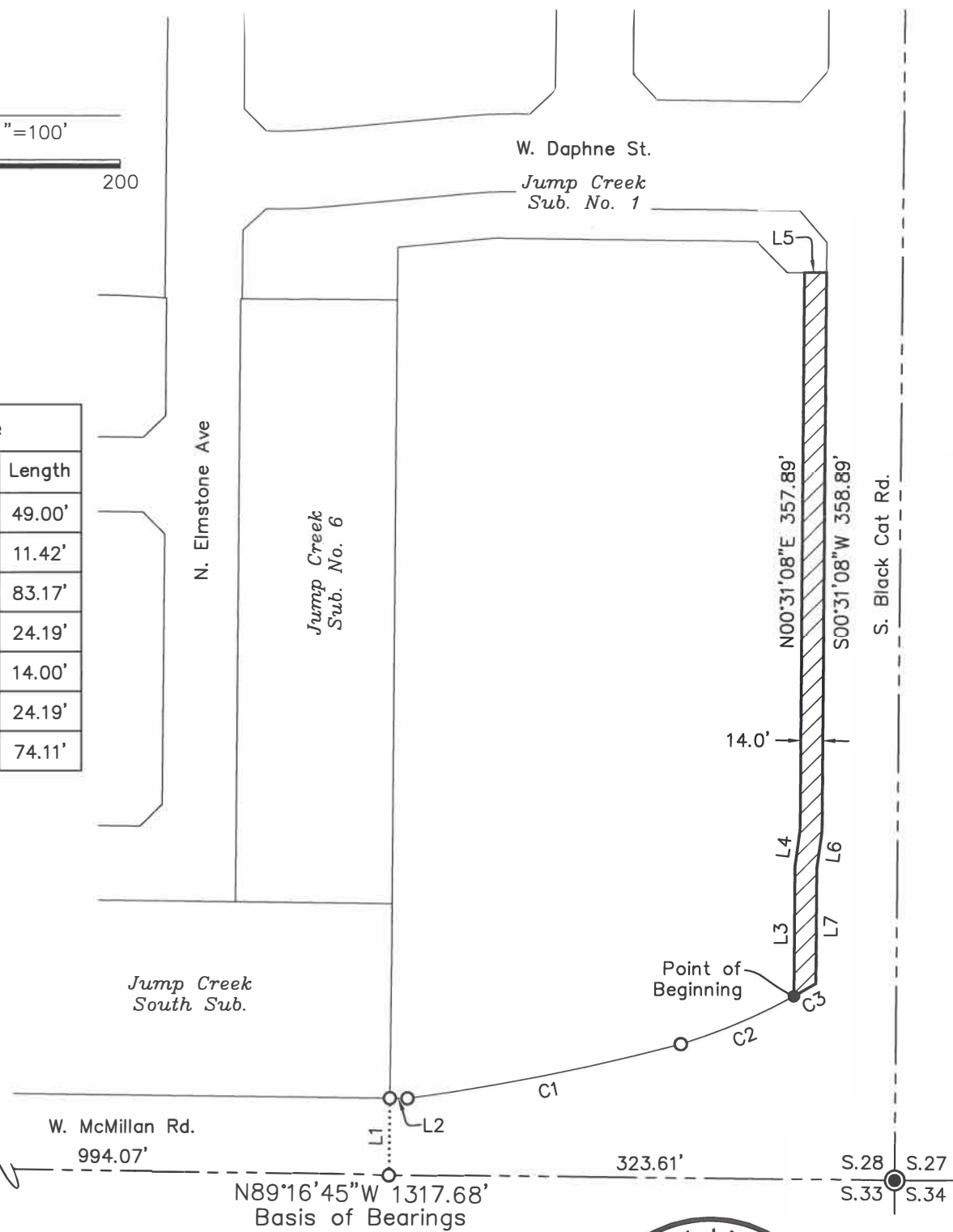
Containing 6,458 square feet or 0.148 acres, more or less.

End of Description.





Line Table		
Line	Bearing	Length
L1	N00°43'15"E	49.00'
L2	S89°16'45"E	11.42'
L3	N00°31'08"E	83.17'
L4	N07°38'39"E	24.19'
L5	N90°00'00"E	14.00'
L6	S07°38'39"W	24.19'
L7	S00°31'08"W	74.11'



Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	178.42'	1370.00'	7°27'42"	N78°42'44"E	178.29'
C2	79.10'	391.00'	11°35'25"	N67°09'57"E	78.96'
C3	16.22'	391.00'	2°22'38"	S60°10'55"W	16.22'



P:\Jump Creek Sub No 7 20-484\dwg\COM Pathway Ex.dwg 4/25/2024 5:14:29 PM

TSC IDAHO SURVEY GROUP, LLC

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

Exhibit B
Pathway Easement
Jump Creek Subdivision No. 7

A portion of the SE1/4 of the SE1/4 of Section 28,
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No. 20-484
Sheet No. 1
Dwg. Date 4/25/2024



AGENDA ITEM

ITEM TOPIC: Gander Creek North No. 2 Pedestrian Pathway Easement (ESMT-2024-0093)

Project Name or Subdivision Name:

Gander Creek North No. 2

For Internal Use Only

Record Number: ESMT-2024-0093

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this 23rd day of July 20 24 between BILTMORE COMPANY LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

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 shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such 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 it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR Biltmore Company LLC


STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on June 26th (date) by Kevin F. Amar (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 Biltmore Company 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: 3-14-29



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-23-2024

Attest by Chris Johnson, City Clerk 7-23-2024

STATE OF IDAHO,)
) ss.
County of Ada)

This record was acknowledged before me on 7-23-2024 (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: 3-28-2028

Description for
Pathway Easement
Gander Creek North Subdivision No. 2
June 26, 2024

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 4 North, Range 1 West, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 32 from which the North 1/4 corner of said Section 32 bears North 89°22'01" West, 2642.73 feet; thence on the north boundary line of said Section 32, North 89°22'01" West, 325.00 feet; thence leaving said north boundary line, South 01°00'41" West, 25.00 feet to **POINT OF BEGINNING 'A'**;

thence continuing South 01°00'41" West, 14.00 feet;

thence North 89°22'01" West, 7.93 feet;

thence South 24°49'45" West, 14.25 feet;

thence North 89°22'01" West, 190.97 feet;

thence North 00°37'59" East, 27.00 feet to the south right-of-way line of W. McMillan Road;

thence on said south right-of-way line, South 89°22'01" East, 204.83 feet; feet to **POINT OF BEGINNING 'A'**.

Containing 5,388 square feet or 0.124 acres, more or less.

AND

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 4 North, Range 1 West, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 32 from which the North 1/4 corner of said Section 32 bears North 89°22'01" West, 2642.73 feet; thence on the north boundary line of said Section 32, North 89°22'01" West, 720.00 feet; thence leaving said north boundary line, South 00°37'59" West, 25.00 feet to **POINT OF BEGINNING 'B'**;

thence continuing South 00°37'59" West, 27.00 feet;

thence North 89°22'01" West, 230.40 feet;



thence South 89°29'14" West, 75.44 feet;

thence North 00°37'59" East, 28.51 feet to the south right-of-way line of W. McMillan Road;

thence on said south right-of-way line, South 89°22'01" East, 305.82 feet to **POINT OF BEGINNING 'B'**.

Containing 8,314 square feet or 0.191 acres, more or less.

End of Description.

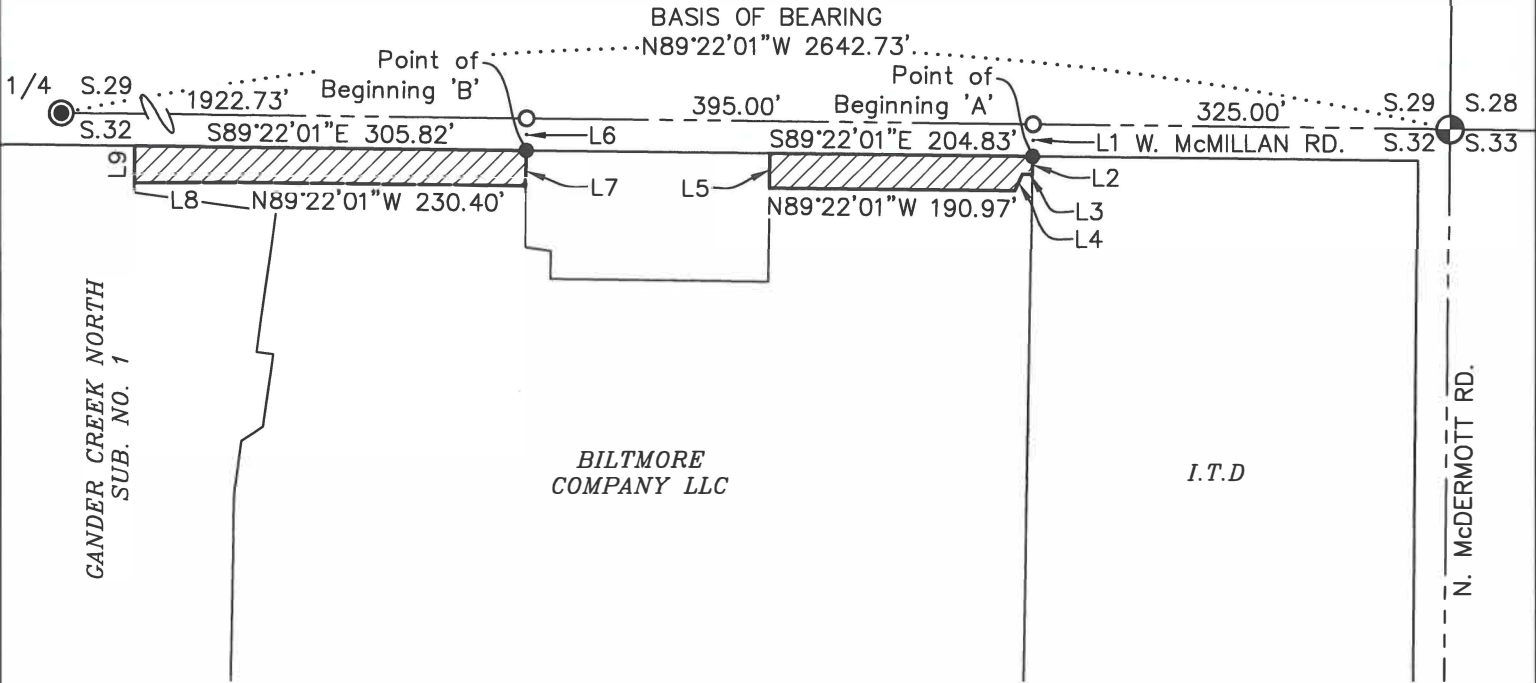




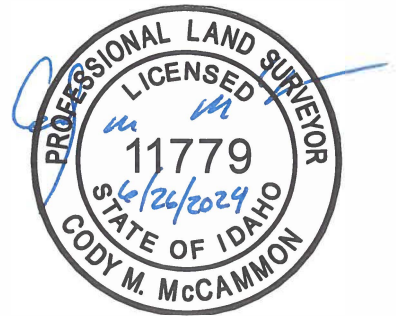
SCALE: 1"=150'



EMERALD



LINE TABLE		
LINE	BEARING	LENGTH
L1	S1°00'41"W	25.00
L2	S1°00'41"W	14.00
L3	N89°22'01"W	7.93
L4	S24°49'45"W	14.25
L5	N0°37'59"E	27.00
L6	S0°37'59"W	25.00
L7	S0°37'59"W	27.00
L8	S89°29'14"W	75.44
L9	N0°37'59"E	28.51



P:\Gander Creek North No. 2 21-319\dwg\COM Parthway Ease.dwg 6/26/2024 4:10:23 PM

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

EXHIBIT DRAWING FOR
PATHWAY EASEMENT
 GANDER CREEK NORTH SUBDIVISION NO. 2
 A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 32, T.4N., R.1W.,
 BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO

JOB NO. 21-319
SHEET NO. 1
DWG. DATE 6/26/2024



AGENDA ITEM

ITEM TOPIC: Hadler Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1
(ESMT-2024-0097)

Project Name or Subdivision Name:

Hadler Subdivision No. 1

Sanitary Sewer & Water Main Easement Number: 01

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: ESMT-2024-0097

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 23rd day of July 2024 between C4 Land 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.

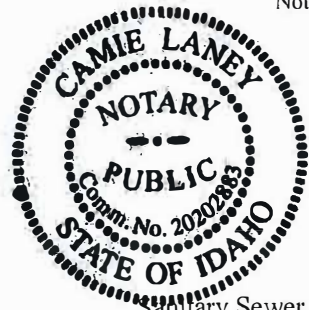
GRANTOR:

[Handwritten signature]

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on July 2024 (date) by Aim Conger (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 C4 Land LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



[Handwritten signature: Camie Laney]

Notary Signature
My Commission Expires: 8-3-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-23-2024

Attest by Chris Johnson, City Clerk 7-23-2024

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 7-23-2024 (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: 3-28-2028



Hadler Subdivision No. 1
City of Meridian Water & Sewer Easement
Boundary Description
Project Number 23-121 July 8, 2024

An easement situated in Lot 1, Block 1, Rescue Ranch Subdivision (Book 106 of Plats at Pages 14734 to 14736, Records of Ada County, Idaho) in the northwest quarter of the southwest quarter of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 5, Township 2 North, Range 1 East, Boise Meridian, which bears N00°04'42"W, 2655.92 feet from the southwest corner of Section 5;

Thence S89°52'50"E, 37.00 feet along the north line of the southwest quarter of Section 5 to the northwest corner of Lot 1, Block 1 of Rescue Ranch Subdivision, on the east right-of-way line of S. Locust Grove Rd;

Thence S00°04'42"E, 127.73 feet along the boundary of Lot 1 and the east right-of-way line of S. Locust Grove Rd.;

Thence S89°52'50"E, 2.00 feet to the POINT OF BEGINNING:

Thence continuing S89°52'50"E, 161.61 feet;

Thence S00°07'10"W, 2.13 feet;

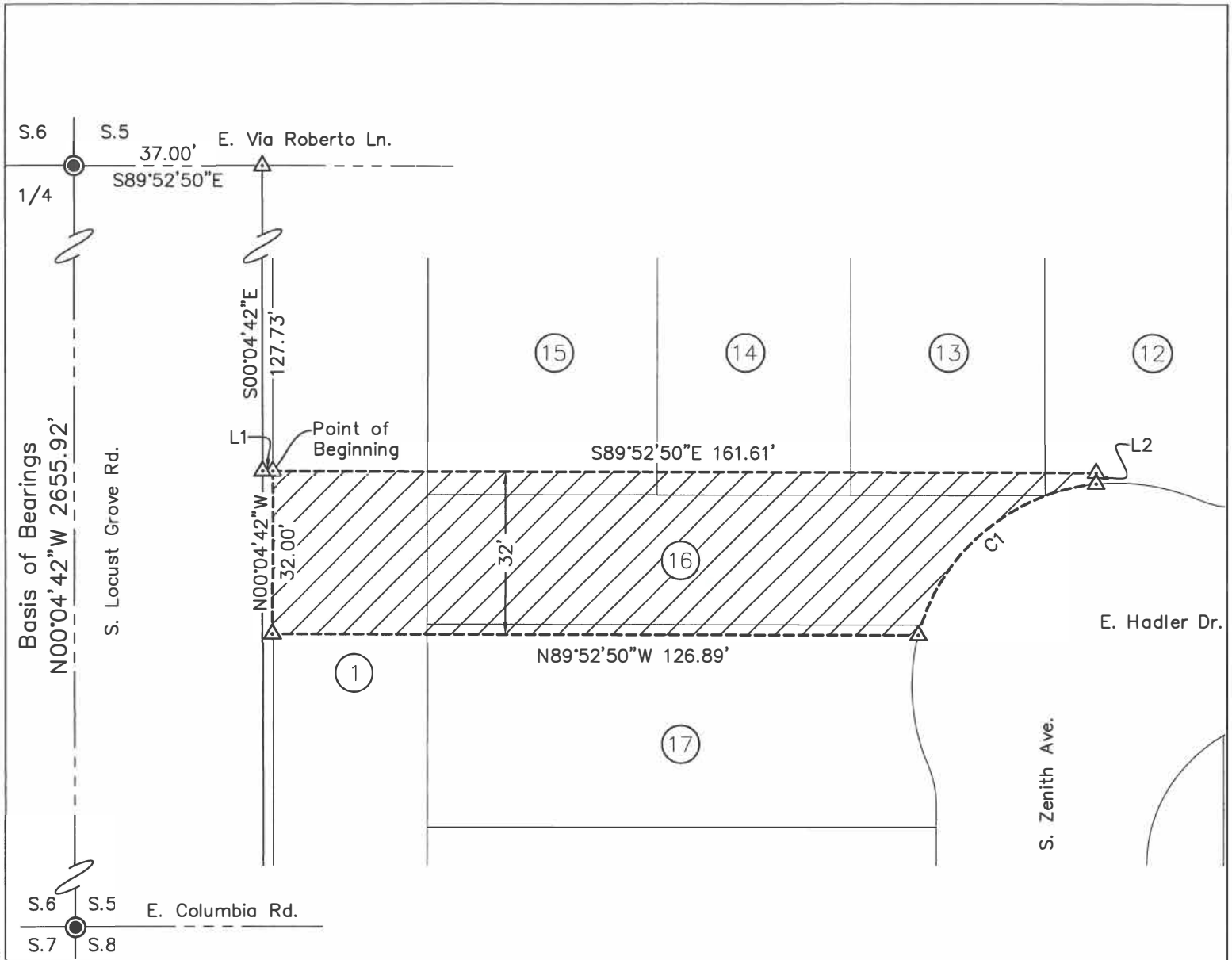
Thence 48.66 feet on a non-tangent curve to the left, having a radius of 40.00 feet, a central angle of 69°42'19", a chord bearing of S49°19'09"W, and a chord length of 45.72 feet;

Thence on a non-tangent line N89°52'50"W, 126.89 feet;

Thence N00°04'42"W, 32.00 feet to the POINT OF BEGINNING.

The above-described easement contains 4,430 square feet, more or less.





Curve Table

Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	48.66'	40.00'	69°42'19"	S49°19'09"W	45.72'

Line Table

Line	Bearing	Length
L1	S89°52'50"E	2.00'
L2	S00°07'10"W	2.13'



Scale: 1"=30'



P:\Hadler Subdivision 1 23-121\dwg\Water and Sewer Eose.dwg 7/8/2024 12:03:24 PM

Coordinate System: Ada County


IDAHO SURVEY GROUP, LLC
 9939 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit B Drawing for
Hadler Subdivision No. 1
 City of Meridian – Water and Sewer Easement

Situated in Lot 1, Block 1, Rescue Ranch Subdivision,
 in the Northwest Quarter of the Southwest Quarter of Section 5,
 Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho.

Job No.
 23-121
 Sheet No.
1
 Dwg. Date
 7/8/2024



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusion of Law for Rosalyn Subdivision (H-2023-0056) by Givens Pursley, LLP, located at 200 E. Rosalyn Dr.

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



In the Matter of the Request for Annexation 0.014 of an acre of land from RUT in Ada County to the R-8 zoning district, including the remaining portion of the E. Rosalyn Street cul-de-sac right-of-way, and combined Preliminary/Final Plat consisting of three (3) residential building lots and 1 common lot on 0.733 acres in the R-8 zoning district, by Givens Pursley, LLP.

Case No(s). H-2023-0056

For the City Council Hearing Date of: July 9, 2024 (Findings on July 23, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 9, 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 July 9, 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 combine preliminary/final plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of July 9, 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 July 9, 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	

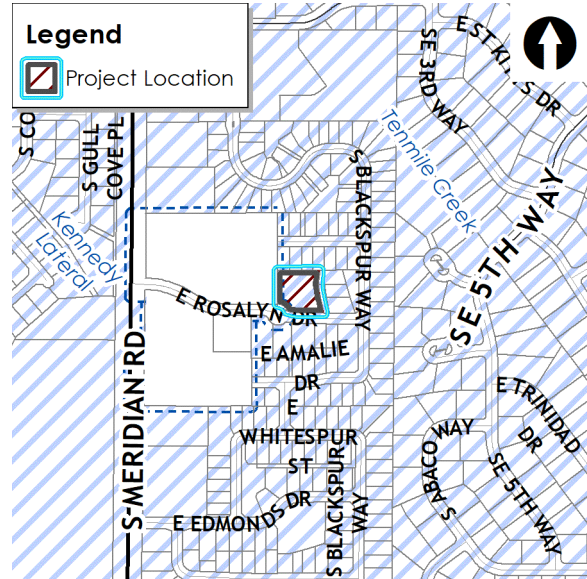
HEARING DATE: ~~May 14, 2024~~ Continued to
July 9, 2024

TO: Mayor & City Council

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

SUBJECT: Rosalyn Subdivision
[H-2023-0056](#)

LOCATION: 200 E. Rosalyn Drive (Parcel #'s
R7699020020 and R2114050060)



I. PROJECT DESCRIPTION

Annexation of 0.014 acre of land with an R-8 zoning district, including the remaining portion of the E. Rosalyn Street cul-de-sac right of way; combined Preliminary/Final Plat consisting of 6 residential building lots and one (1) common lot on 0.733 acres in the R-8 zoning district for Rosalyn Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	0.014 Annexation including the remaining portion of the cul-de-sac right of way; 0.733 acres combined PFP	
Future Land Use Designation	Low Density Residential (LDR)	
Existing Land Use	Single-family residential (SFR)	
Proposed Land Use(s)	Single-family detached residential	
Current Zoning	R-8 (Medium Density Residential)	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	6 building lots; 1 common lot	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	6 single-family detached units	
Density (gross & net)	6.87 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	0%, not required for developments under 5 acres	

Amenities	None	
Physical Features (waterways, hazards, flood plain, hillside)	None	

Neighborhood meeting date	12/12/2023	
History (previous approvals)	San Gorgonio Subdivision SHP H-2023-0092 (4-Lots); ROW vacation of the E. Rosalyn Street cul-de-sac Instrument #2023-034331.	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
• Staff report (yes/no)	Yes	
• Requires ACHD Commission Action (yes/no)	No	
• Existing Conditions	E. Rosalyn Drive is classified as a local street already improved with curb, gutter, and sidewalk.	
• CIP/IFYWP		

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	E. Rosalyn Drive is classified as a local street. Access is existing and improvements were constructed previously as required with Larkspur Subdivision No. 2.	
Proposed Road Improvements	None	
Fire Service	<i>No comments received.</i>	
Police Service	<i>No comments received.</i>	

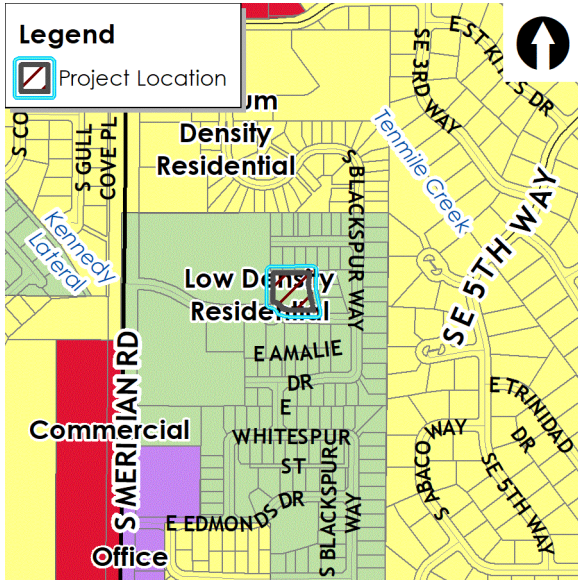
West Ada School District	<i>No comments received.</i>	
Distance (elem, ms, hs)		
Capacity of Schools		
# of Students Enrolled		

Wastewater		
• Distance to Sewer Services	Water available at the site	
• Sewer Shed		
• Estimated Project Sewer ERU's	See application – Additional 900 gpd committed to model.	
• WRRF Declining Balance	WRRF decline balance is 14.62 MGD	
• Project Consistent with WW Master Plan/Facility Plan	Yes	
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section B.	
Water		
• Distance to Services	Water available at the site.	
• Pressure Zone	3	

<ul style="list-style-type: none"> • Estimated Project Water ERU's 	See application
<ul style="list-style-type: none"> • Water Quality Concerns 	None
<ul style="list-style-type: none"> • Project Consistent with Water Master Plan 	Yes
<ul style="list-style-type: none"> • Impacts/Concerns 	See Public Works' Site-Specific Conditions in Section B.

C. Project Maps

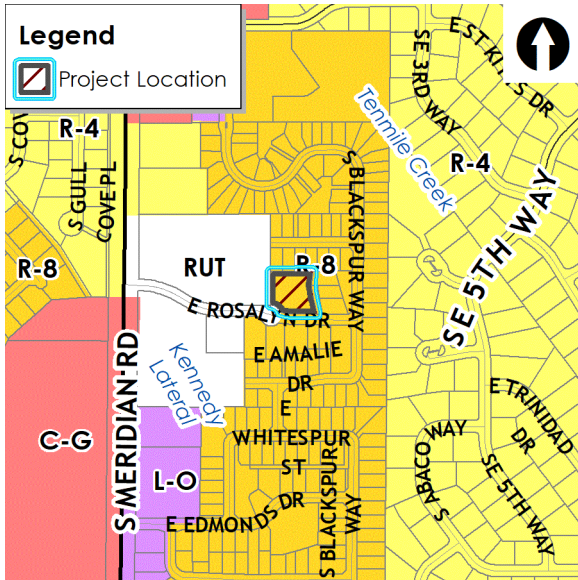
Future Land Use Map



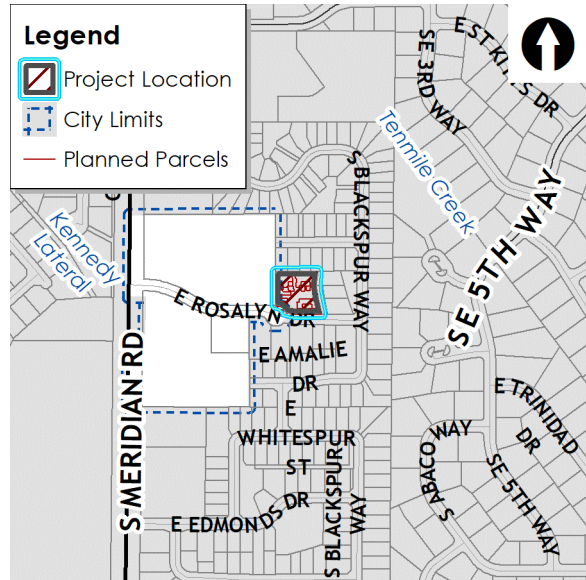
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant:

Brett & Julie Bingham, B-B Rosalyn LLC – P.O. Box 266, Meridian, ID 83680

B. Owner:

Brett & Julie Bingham, B-B Rosalyn LLC – P.O. Box 266, Meridian, ID 83680

C. Representative:

Kristen McNeill, Givens Pursley LLP – 601 W. Bannock Street, Boise, ID 83702

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	1/02/2024	3/24/2024
Radius notification mailed to property owners within 500 feet	12/29/2023	3/22/2024
Public hearing notice sign posted on site	1/5/2024	3/12/2024
Nextdoor posting	12/29/2023	3/25/2024

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated as Low-Density Residential (LDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation is intended to allow for the development of single-family homes on large and estate lots at gross densities of three dwelling units or less per acre. This property was annexed in 2005 with and R-8 zone and granted approval for step-up in density which was allowed under the previous Comprehensive Plan. This policy was removed from the Comprehensive Plan with the 2019 update.

The Applicant proposes a 6-lot subdivision for six single-family residential detached homes at a gross density of 6.87 units per acre, which exceeds the density range intended in the LDR designation. Since a majority of the property is already annexed and zoned with the R-8 district staff must analyze the project based on the merits of the governing zoning district regardless of the proposed density. Below is staff’s analysis on how the project meets other pertinent Comp Plan policies.

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*):

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian’s present and future residents.” (2.01.02D)

The proposed single-family detached dwellings with a mix of lot sizes will contribute to the variety of housing options in this area and within the City as desired. All existing housing in this area are comprised of single-family detached dwellings on similar sized lots.

- “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 extended by the developer with development in accord with UDC 11-3A-21.
- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)
This area consists primarily of single-family detached dwellings surrounding the subject property, six single-family detached dwellings are proposed within this development. The proposed development offers lot sizes ranging from 4,060 to 5,219 square feet (s.f.) consistent with lot sizes 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)
The single-family detached dwellings contribute to the variety of residential categories within the surrounding area as desired.
- “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 residential dwelling types. Staff considers the proposed development to be compatible with the existing developments on adjacent properties. The additional lots proposed for this site integrate well with the existing/surrounding residential dwellings. The proposed common drive exhibit appears to comply with the common drive standards outlined in UDC 11-6C-3D in Section VIII.E.
- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)
The proposed development would not likely have a detrimental impact on the existing abutting developments to the east, west, and south.
- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)
The proposed development will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and through this development in accord with current City plans.
- “Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D)
A 5-foot-wide existing pedestrian sidewalk connection is located along E. Rosalyn Drive. The existing sidewalk provides a link between all subdivisions east of this site.
- “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 and curb, gutter, and sidewalks are already provided with the proposed development of the subdivision.

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

Development of the subject infill parcel will maximize public services.

Based on the analysis above, staff finds the proposed development is consistent with the Comprehensive Plan.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 0.014 of an acre of land with an R-8 zoning district, including the remaining portion of the E. Rosalyn Street cul-de-sac right of way. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be developed with six (6) single-family detached dwelling units and 1 common lot. The proposed use of the development is consistent with the MDR zoning designation.

Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district.

There is an existing home on this site directly adjacent to E. Rosalyn Drive. The property owner intends to remove the existing home upon development commencing on the site.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **Since the AZ request only includes remnant and existing right-of way, staff is not recommending a DA.**

B. PRELIMINARY/FINAL PLAT (PFP):

The proposed preliminary plat consists of 6 building lots and 1 common lot on a 0.733-acre property in the existing R-8 zoning district. Proposed lots range in size from 4,060 to 5,219 square feet (s.f.) (or 0.093 to 0.12 acres). The subdivision is proposed to develop in one phase as shown in Section VIII.C.

Existing Structures/Site Improvements: An existing home on the property is proposed to be removed from this site. Any outbuildings located on this site should be removed with development of this property. **Prior to the City Engineer’s signature on the final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.**

Dimensional Standards (UDC 11-2): The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. **The proposed plat appears to comply with the dimensional standards of the district.** Per UDC 11-2A-3B.3, lots taking access from a common drive do not require street frontage.

Access: Access is proposed from E. Rosalyn Drive and a common driveway on Lot 6, Block 1. The interior Lots 3, 4, 5, and 7 Block 1 are proposed to take access via a common drive to E. Rosalyn Drive, meeting the street access requirements of UDC 11-3A-3A.

Common Driveways ([UDC 11-6C-3D](#)): Common driveways shall serve a maximum of four (4) dwelling units. In no case shall more than three (3) dwelling units be located on one (1) side of the driveway. **The Applicant is proposing six (6) dwelling units with four (4) taking access off the common driveway, three (3) dwelling units are also located on one (1) side of the driveway in accordance with the UDC requirements.**

Parking (UDC [11-3C](#)): Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence. **Staff has concerns with overflow parking due to the number of units proposed within this subdivision.**

Landscaping (UDC [11-3B](#)): There are no street buffers required along local streets per UDC Table 11-2A-6. The applicant has provided a landscape plan in Section VIII.D. Landscaping is not required per the UDC.

Sidewalks ([11-3A-17](#)): E. Rosalyn Drive is improved with an existing 5-foot wide attached concrete sidewalk abutting the site in accord with UDC standards.

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

Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances, if required

Fencing (UDC [11-3A-6](#), [11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. **According to the submitted plans, the Applicant is not proposing fencing with this project.**

Pressurized Irrigation System (UDC [11-3A-15](#)): Underground pressurized irrigation water is required to be provided to each lot within the subdivision 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. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.

Building Elevations: Two (2) conceptual building elevations were submitted that demonstrate what future homes in this development will look like (see Section VIII.F). Variations of that appear to be single-story and two-story detached homes with a two-car garage are proposed. **The submitted elevations depict several different architectural and design styles with field materials of lap siding, differing color accents, roof profiles, stone and front porches.**

VII. DECISION

A. Staff:

Staff recommends approval of the proposed annexation, and combined preliminary plat/final plat per the provisions in Section IX in accord with the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on March 7, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Combined Preliminary/Final Plat requests.

1. Summary of Commission public hearing:

- a. In favor: Elizabeth Koeckeritz, Givens Pursley
 - b. In opposition: Jan Larrea, Paul Pelletier, Ken Freeze, Nick Nauslar,
 - c. Commenting: Elizabeth Koeckeritz, Givens Pursley
 - d. Written testimony: Multiple letters of written testimony were submitted and can be found in the record online.
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on application: Bill Parsons, Planning Supervisor
- #### 2. Key issue(s) of public testimony:


- a. The Comprehensive Plan depicts this property as low density residential on the future land use map.
- b. There are too many lots proposed within this development.
- c. Lots smaller than 5,000 square feet should not be proposed for a development this small.
- d. Concerns with the additional traffic and noise.
- 3. Key issue(s) of discussion by Commission:
 - a. None
- 4. Commission change(s) to Staff recommendation:
 - a. None
- 5. Outstanding issue(s) for City Council:
 - a. None

C. The Meridian City Council heard these items on July 9, 2024. At the public hearing, the Council moved to approve the subject Annexation and combined Preliminary/Final Plat requests.

- 1. Summary of the City Council public hearing:
 - a. In favor: Elizabeth Koecheritz, Givens Pursley
 - b. In opposition: None
 - c. Commenting: Elizabeth Koecheritz, Givens Pursley; Ken Freeze
 - d. Written testimony: Ken Freeze, would like to see the existing Walnut Tree remain on the lot to the west and recommends that the Applicant construct driveways wide enough for three vehicles.
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. They are concerned about new owners purchasing the lots and then deciding to subdivide them further.
- 3. Key issue(s) of discussion by City Council:
 - a. Council has approved the revised plat for a three-lot subdivision for the proposed project.
- 4. City Council change(s) to Commission recommendation:
 - a. None

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map

 Professional Engineers, Land Surveyors and Planners
924 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256
e-mail: dholzhey@masonandassociates.us

FOR: B-B ROSALYN LLC
JOB NO.: JY0323
DATE: December 6, 2023

**EXHIBIT "A"
ANNEXATION
OF
E. ROSALYN DR. CUL-DE-SAC**

A parcel of land in the NW1/4 SW1/4 of Section 19, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the northwest corner of the NW1/4, said corner lying N. 00° 37' 11" E., 2649.85 feet from the southwest corner of the NW1/4;

Thence S. 00° 37' 11" W., 2296.92 feet along the west boundary of the NW1/4;

Thence N. 89° 44' 39" E., 620.87 feet to the northwest corner of Larkspur Subdivision No. 2 in Book 97 of Plats, Page 12314-12317, recorded in the Ada County Recorder's Office;


Thence S. 00° 17' 40" E., 387.96 feet to southwest corner of Lot 1 Block 1 of San Gorgonio Subdivision and the **POINT OF BEGINNING**;

Thence a distance of 194.29 feet along the curve right, having a radius of 45.00 feet, a central angle of 247° 23' 42", the long chord of which bears S 33° 23' 00" W., a distance of 74.87 feet;

Thence a distance of 23.52 feet along the curve left, having a radius of 20.00 feet, a central angle of 67° 22' 30", the long chord of which bears N 56° 36' 25" W., a distance of 22.19 feet;

Thence N 00° 17' 40" W., 50.00 feet;

Thence N 89° 42' 20" E., 59.98 feet to the **POINT OF BEGINNING**.

 Professional Engineers, Land Surveyors and Planners
Page 1 of 1


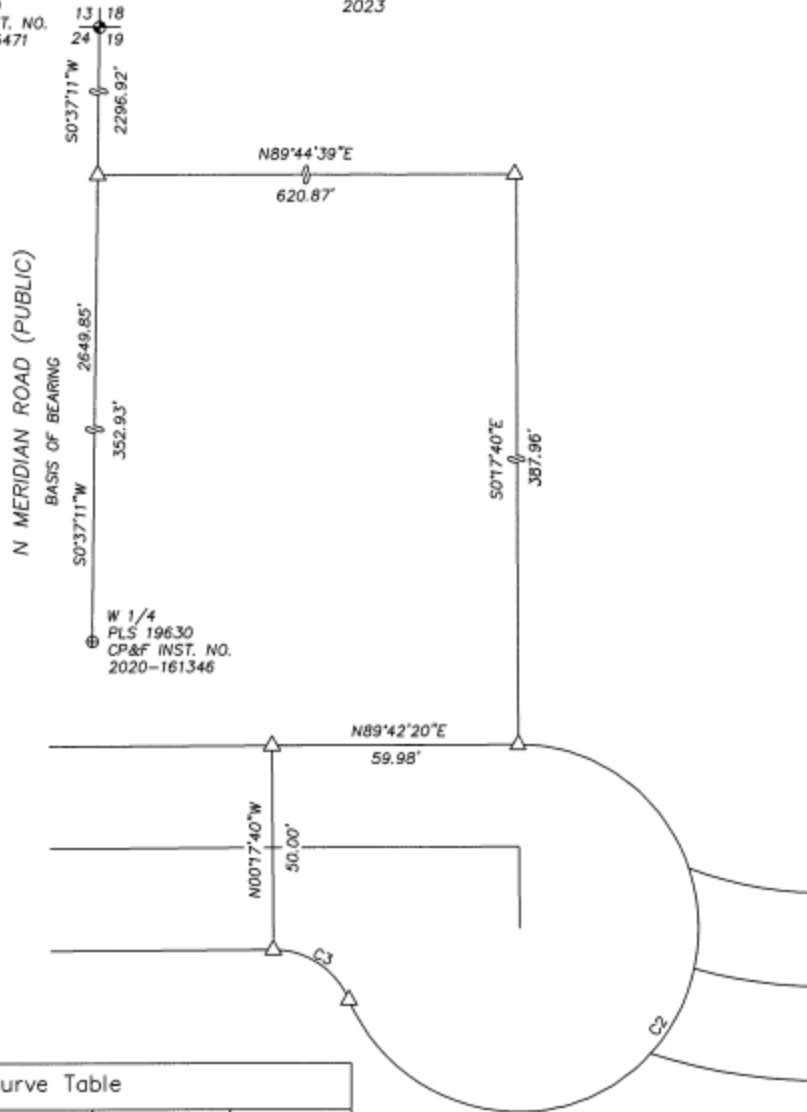


EXHIBIT "B"

A PART OF THE NW 1/4 SW 1/4, SECTION 19, T. 3 N., R. 1 E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO
2023

PLS 7729
CP&F INST. NO.
2019-015471



N MERIDIAN ROAD (PUBLIC)
BASIS OF BEARING

W 1/4
PLS 196.30
CP&F INST. NO.
2020-161346

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	194.29	45.00	247°23'42"	N33°23'00"E	74.87
C3	23.52	20.00	67°22'30"	N56°36'25"W	22.19

ANNEXATION OF E. ROSALYN DR. CUL-DE-SAC	
B-B ROSALYN LLC	
<p style="font-size: small;">Professional Engineers, Land Surveyors & Planners 84 2nd St., Suite 600 P.O. Box 64200</p>	JOB NO. JY0323
	DWG NO. BDY
	SCALE: N.T.S. REV. <input type="checkbox"/>
	FIELD BOOK NO.
DRAWN BY: DH DATE: 12/06/23	

B. Preliminary Plat Legal Description and Exhibit Map



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651

Ph (208) 454-0256

e-mail: dholzhey@masonandassociates.us

FOR: B-B ROSALYN LLC
JOB NO.: JY0323
DATE: October 10, 2023

SUBDIVISION BOUNDARY

A parcel of land being all of Lot 1 Block 1 of San Gorgonio Subdivision, in Book 118 of Plats, Page 18079-18081, recorded in the Ada County Recorder's Office and a portion of vacated right of way, in the NW1/4 SW1/4 of Section 19, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the northwest corner of the NW1/4, said corner lying N. 00° 37' 11" E., 2649.85 feet from the southwest corner of the NW1/4;

Thence S. 00° 37' 11" W., 2296.92 feet along the west boundary of the NW1/4;

Thence N. 89° 44' 39" E., 620.87 feet to the northwest corner of Larkspur Subdivision No. 2 in Book 97 of Plats, Page 12314-12317, recorded in the Ada County Recorder's Office;

Thence S. 00° 17' 40" E., 245.00 feet to northwest corner of Lot 1 Block 1 of San Gorgonio Subdivision and the **POINT OF BEGINNING**;

Thence N. 89° 44' 39" E., 179.66 feet along the northerly boundary of Lot 1 to the northeast corner of Lot 1;

Thence along the easterly boundary of Lot 1 Block 1 of San Gorgonio Subdivision the following courses and distances;

Thence S. 06° 21' 41" W., 60.40 feet;

Thence S. 08° 33' 35" E., 60.64 feet;



Professional Engineers, Land Surveyors and Planners
Page 1 of 2

Thence S. 13° 15' 00" E., 64.29 feet to the southeast corner of Lot 1;

Thence along the southerly boundary of Lot 1 and the vacated right of way the following courses and distances;

Thence N. 88° 53' 28" W., 121.88 feet to the beginning of a curve right;

Thence a distance of 30.84 feet along the curve right, having a radius of 93.00 feet, a central angle of 19° 00' 03", the long chord of which bears N 79° 23' 28" W., a distance of 30.70 feet;

Thence N. 70° 32' 53" W., 46.54 feet;

Thence N. 00° 17' 40" W., 15.30 feet to the southwest corner of Lot 1;

Thence N. 00° 17' 40" W., 142.96 feet along the westerly boundary of Lot 1 to the **POINT OF BEGINNING**.

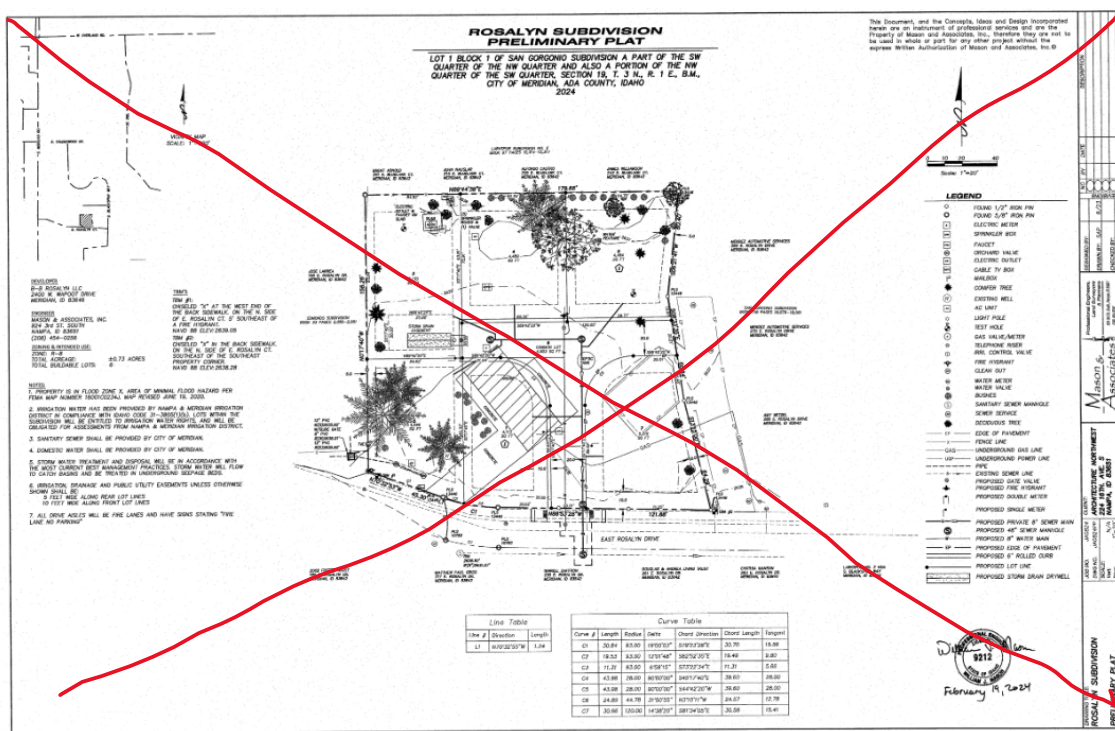
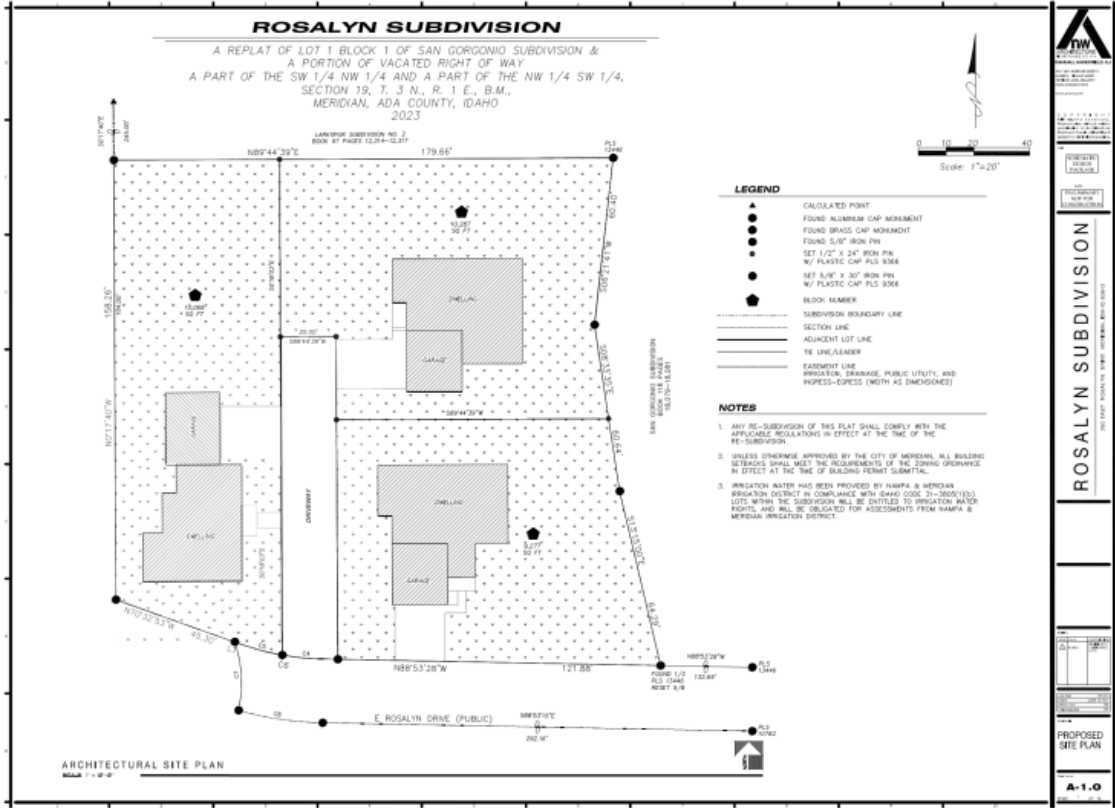
This parcel contains 0.733 acres more or less.

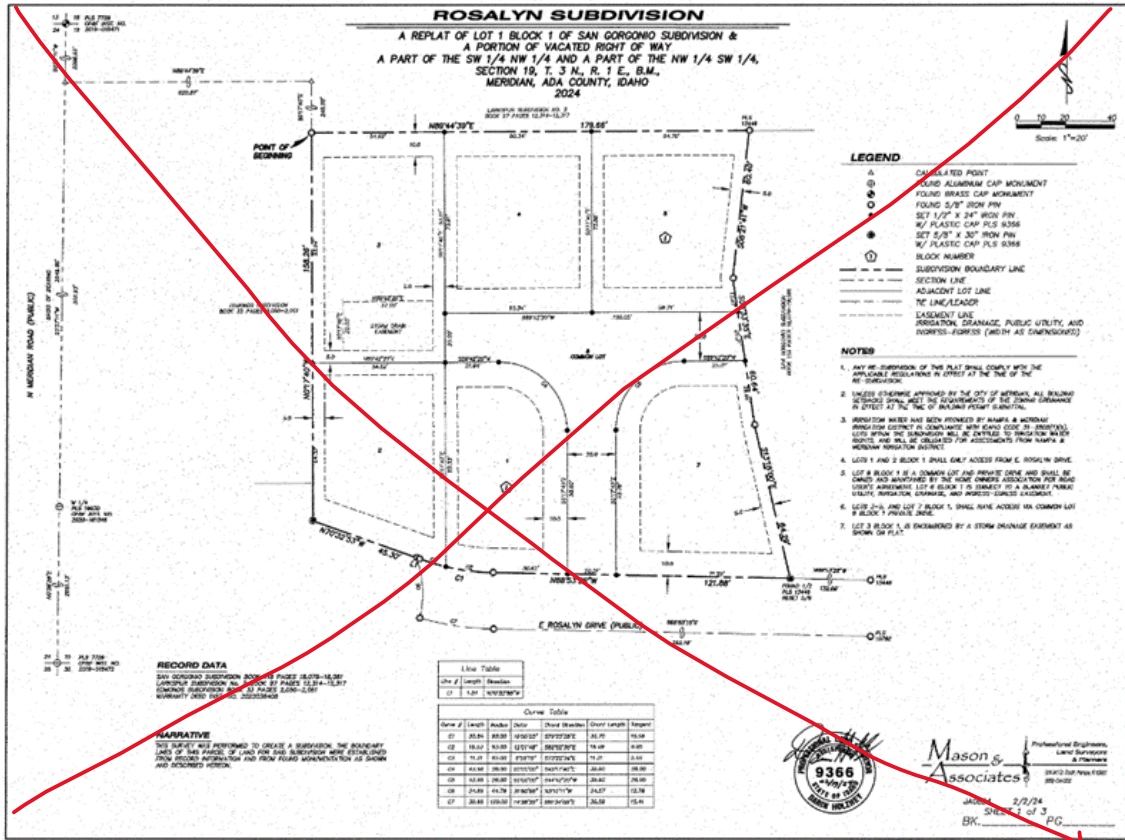
SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



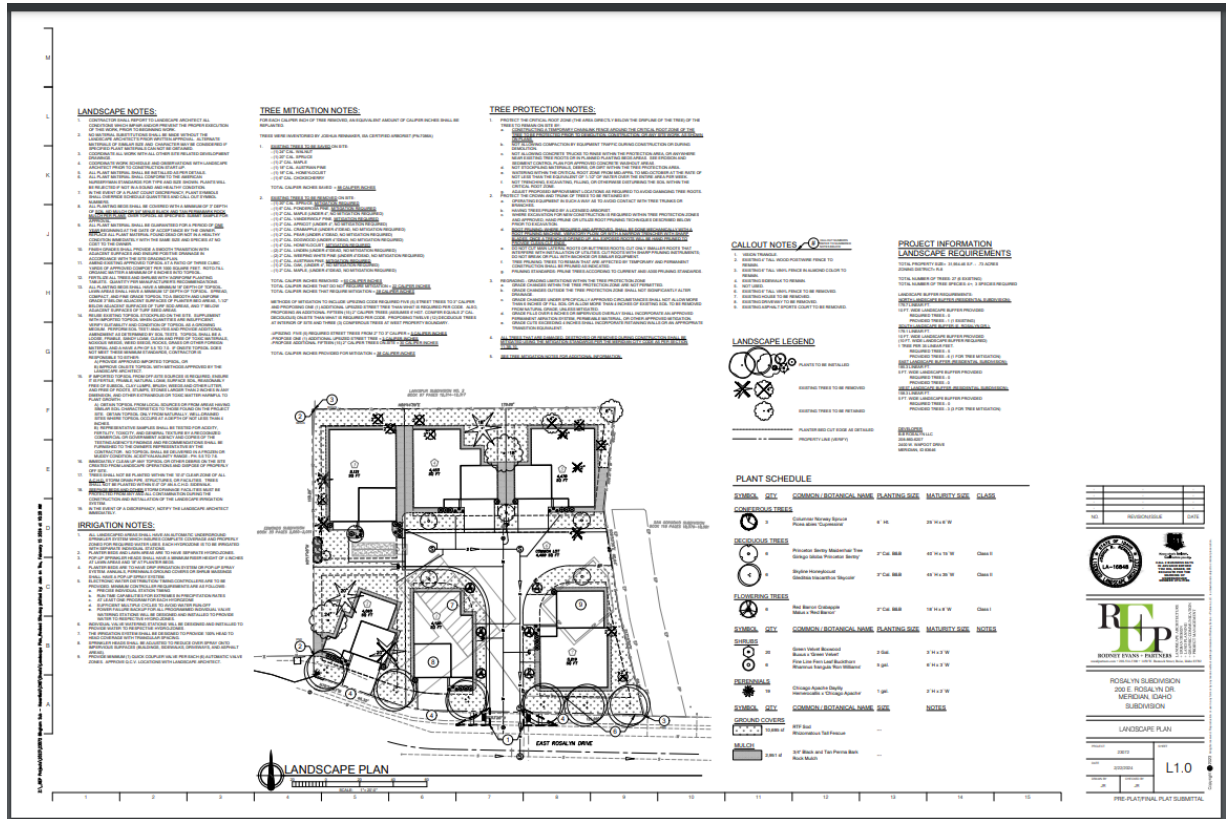
Professional Engineers, Land Surveyors and Planners
Page 2 of 2

C. Revised Preliminary Plat/Final Plat (dated: 2/19/2024 & 2/19/2024 June 14, 2024)

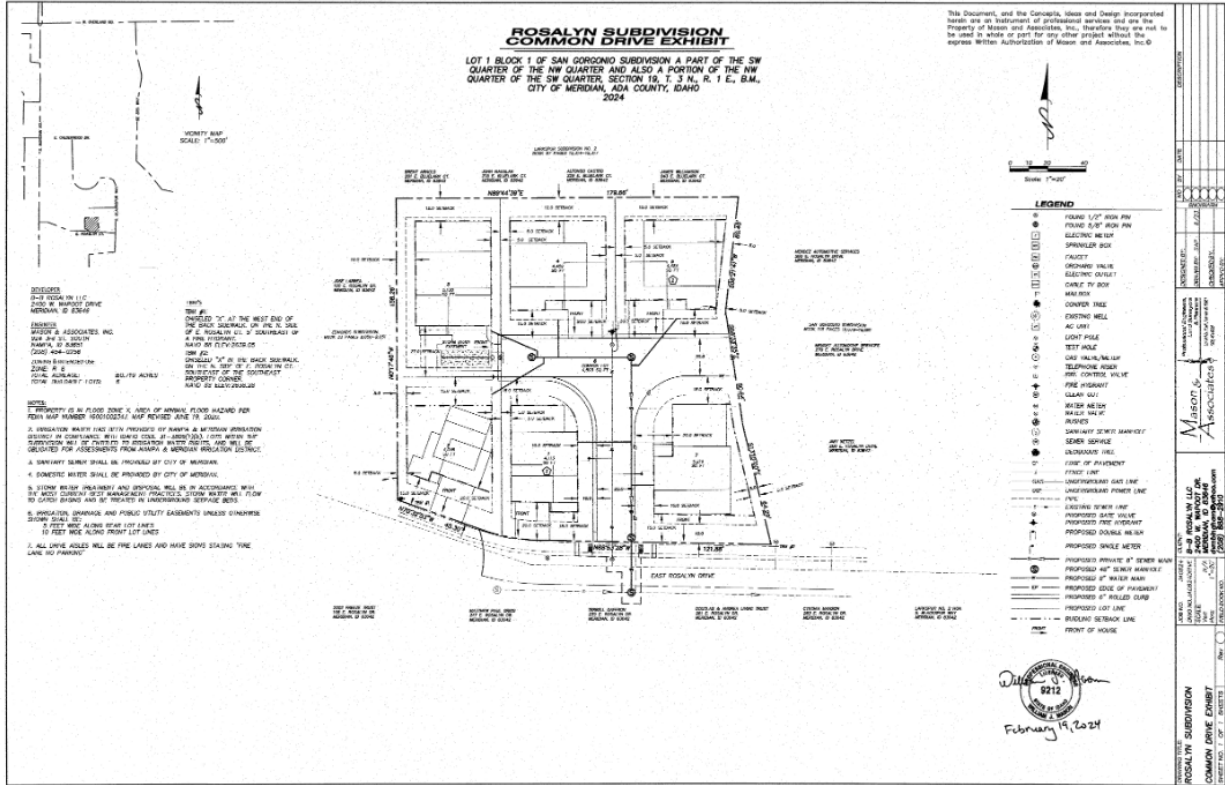




D. Landscape Plan (dated: 2/21/2024)



E. Common Driveway Exhibit (dated: 2/19/2024)



F. Conceptual Building Elevations



IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, and conceptual building elevations included in Section VIII and the provisions contained herein.
2. The final plat prepared ~~and signed by Darin Holzhey with~~ Mason and Associates on ~~2/19/2024~~ June 14, 2024 is approved as submitted; the revised construction drawings shall be submitted with the final plat application for the City Engineer's signature.
3. The landscape plan prepared by Joshua R. Rennaker with Rodney Evans + Partners on 2/22/2024 is approved as submitted.
4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
6. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
8. All fencing is required to comply with the standards listed in UDC 11-3A-7. If fencing is proposed for the development, the applicant should include it on the site plan submitted with the building permit. Additionally, solid fencing adjacent to common driveways shall be prohibited, unless separated by a minimum five (5) foot wide landscaped buffer planted with shrubs, lawn or other vegetative groundcover in accordance with UDC 11-6C-3D.5.
9. The Applicant shall comply with all ACHD conditions of approval.
10. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
12. The preliminary/final plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=312023&dbid=0&repo=MeridianCity>

C. FIRE DEPARTMENT

No comments at this time.

D. POLICE DEPARTMENT

No comments at this time.

E. PARK'S DEPARTMENT

No comments at this time.

F. NAMP & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=315578&dbid=0&repo=MeridianCity>

G. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=315717&dbid=0&repo=MeridianCity>

H. WEST ADA SCHOOL DISTRICT (WASD)

No comments were received from WASD.

I. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=313137&dbid=0&repo=MeridianCity>

J. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=315718&dbid=0&repo=MeridianCity>

K. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314790&dbid=0&repo=MeridianCity>

X. FINDINGS

A. Annexation and/or Rezone (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 0.14 of an acre, including the remaining portion of the E. Rosalyn Street cul-de-sac right-of-way with R-8 zoning and develop single-family detached dwellings on the site are consistent with the R-8 zone and policies in the Plan in Section V. above, if all conditions of approval are met.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;

Council finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;

Council finds the proposed map amendment for the R-8 zoning for the 0.14 of an acre that encompasses the remaining portion of the E. Rosalyn Street cul-de-sac right-of-way, should not be detrimental to public health, safety and welfare.

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 services are available to be provided to this development. Comments were not received from WASD on this application so Staff is unable to determine impacts to the school district.

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

Council finds the proposed annexation is in the best interest of the city if all conditions of approval are met.

B. Combined Preliminary Plat/Final Plat (UDC 11-6B-4)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings: (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code; (Ord. 08-1372, 7-8-2008, eff. 7-8-2008)

Council finds the proposed plat is generally in conformance with the UDC and the Comprehensive Plan.

2. Public services are available or can be made available and are adequate to accommodate the proposed development;

Council finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.

3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;

Council finds the proposed plat is in conformance with scheduled public improvements in accord with the City's capital improvement program.

4. There is public financial capability of supporting services for the proposed development;

Council finds there is public financial capability of supporting services for the proposed development.

5. The development will not be detrimental to the public health, safety or general welfare; and

Council finds the proposed development should not be detrimental to the public health, safety or general welfare.

6. The development preserves significant natural, scenic or historic features. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

Council is unaware of any significant natural, scenic or historic features that need to be preserved with this development.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Two Mustard Seeds Women's Resale Shop (H-2024-0009) by Arlene Hardy, Expansion International, located at 817 N. Meridian Rd. the existing home into a women's resale retail store

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



In the Matter of the Request for a rezone of 0.63 acres of land from the R-8 zoning district to the O-T zoning district for the purpose of converting the existing home into a women's resale retail store, by Arlene Hardy, Expansion International.

Case No(s). H-2024-0009

For the City Council Hearing Date of: July 9, 2024 (Findings on July 23, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 9, 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 July 9, 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 rezone is hereby approved per the conditions of approval in the Staff Report for the hearing date of July 9, 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).

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 July 9, 2024.

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

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.

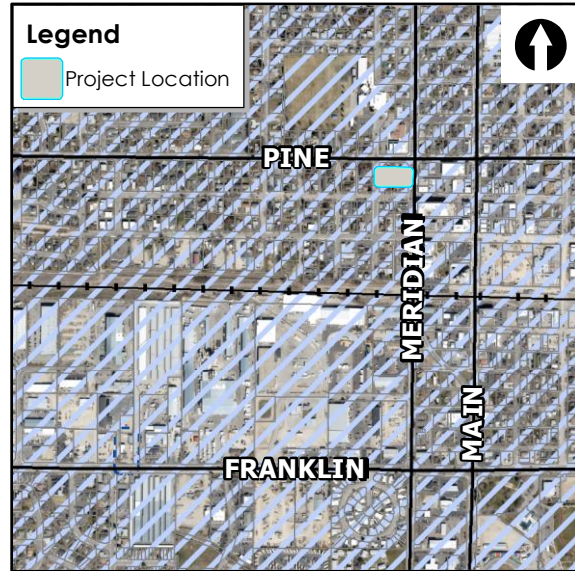
By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: July 9, 2024
 TO: Mayor & City Council
 FROM: Linda Ritter, Associate Planner
 208-884-5533
 SUBJECT: H-2024-0009
 Two Mustard Seeds Women’s Resale Shop – Rezone
 LOCATION: 817 N. Meridian Road (Parcel # R9323750041)



I. PROJECT DESCRIPTION

Request to rezone 0.63 acres of land from the R-8 zoning district to the O-T zoning district for the purpose of converting the existing home into a women's resale retail store.

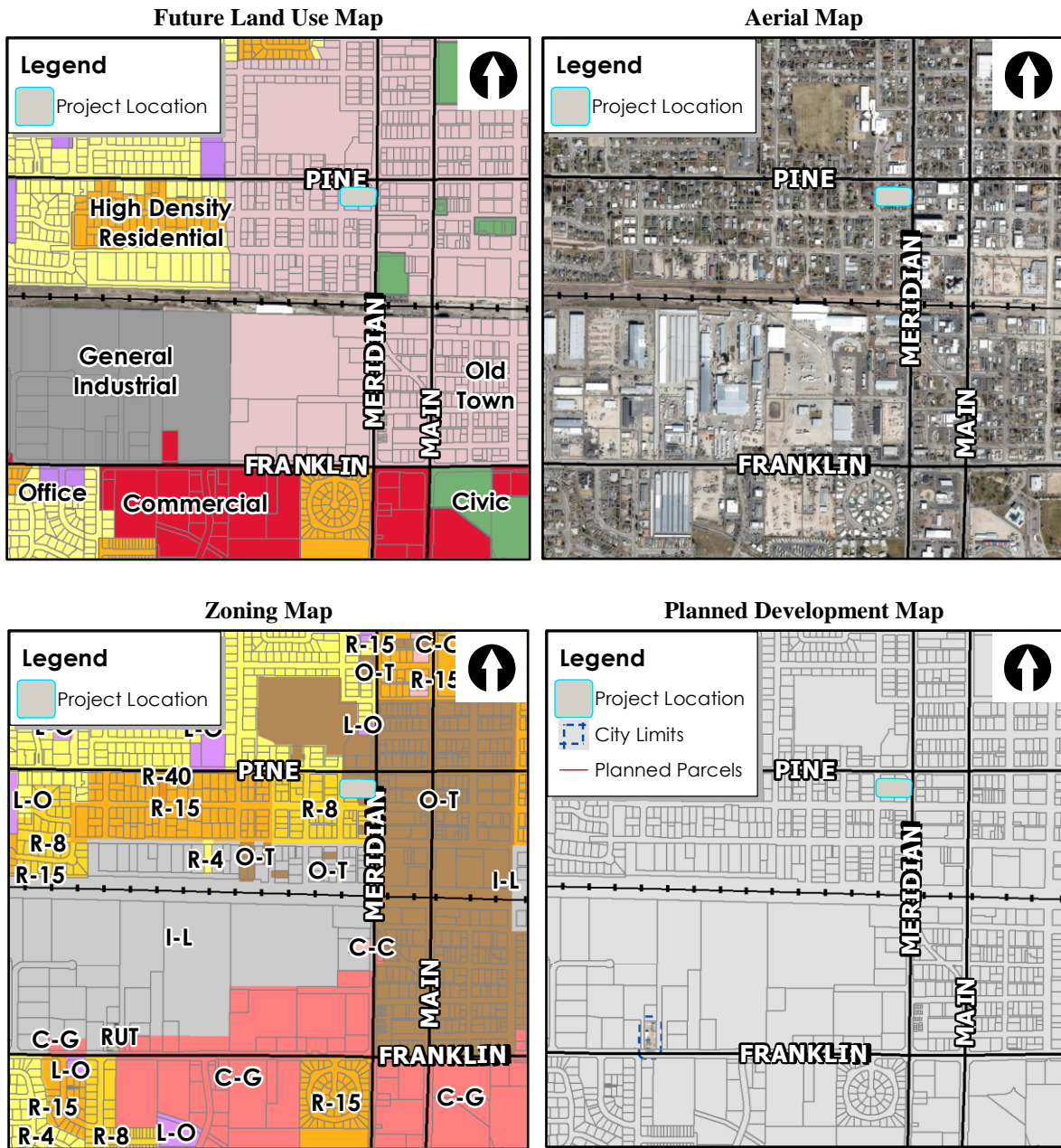
A. Project Summary

Description	Details	Page
Acreage	Rezone - 0.63 of an acre	
Future Land Use Designation	Old Town	
Existing Land Use(s)	Single-family residential	
Proposed Land Use(s)	Retail Store	
Lots (# and type; bldg./common)	1 lot	
Phasing Plan (# of phases)	NA	
Physical Features (waterways, hazards, flood plain, hillside)	No unique physical features	
Neighborhood meeting date; # of attendees:	3/24/2024	
History (previous approvals)	None	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> • Staff report (yes/no) 	Yes	
<ul style="list-style-type: none"> • Requires ACHD Commission Action (yes/no) 	No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access occurs from NW 1 st Street, a local street via W. Idaho Avenue or W. Pine Avenue.	
Stub Street/Interconnectivity/Cross Access	N/A	
Existing Road Network	Meridian Road is improved with 5-travel lanes, vertical curb, gutter, and 7-foot wide sidewalk abutting the site. There are 5-foot wide sidewalks along NW 1 st Street.	
Existing Arterial Sidewalks / Buffers	There is an existing 7-foot wide sidewalk along Meridian Road and existing landscape buffer to remain. No landscape Additional landscape along the street frontage is required.	
Proposed Road Improvements	No road improvements are required.	
Fire Service	No comments	
Police Service	No comments	
Wastewater		
<ul style="list-style-type: none"> • Comments 	<ul style="list-style-type: none"> • No changes to public sewer infrastructure shown in records. Any changes need to be approved by public works. 	
Water		
Distance to Water Services	<ul style="list-style-type: none"> • No changes to public water infrastructure shown in records. Any changes need to be approved by public works. • Distance to Service – Water available at site • Pressure Zone – 2 • Estimated ERU – See Application • Water Quality Concerns – None • Project Consistent with Master Plan – Yes 	

C. Project Area Maps



II. APPLICANT INFORMATION

A. Applicant:

Arlene Hardy, Expansion International – 2484 E Summer Dawn Street, Meridian Road, Meridian, ID 83646

B. Owner:

Same as above

III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	5/21/2024	6/18/2024
Radius notification mailed to properties within 500 feet	5/17/2024	6/17/2024
Sign Posting	5/23/2024/ 5/28/2024	6/11/2024
Nextdoor posting	5/20/2024	6/7/2024

IV. COMPREHENSIVE PLAN ([HTTPS://WWW.MERIDIANCITY.ORG/COMPLAN](https://www.meridiancity.org/complan)):

Land Use:

This property is designated Old Town (O-T) on the Future Land Use Map (FLUM).

This designation includes the historic downtown and the true community center. The boundary of the Old Town district predominantly follows Meridian’s historic plat boundaries. In several areas, both sides of a street were incorporated into the boundary to encourage similar uses and complimentary design of the facing houses and buildings. Sample uses include offices, retail and lodging, theatres, restaurants, and service retail for surrounding residents and visitors. A variety of residential uses are also envisioned and could include reuse of existing buildings, new construction of multi-family residential over ground floor retail or office uses.

Proposed Use: The Applicant proposes to develop the site with a retail store, which will resale upscale women’s clothing, accessory and home décor items. These items will be donated by local area residents in Boise, Meridian and Nampa. The store will be open 3-4 days per week and will have volunteers to manage the sorting, pricing and stocking of items. The proceeds from the store will provide matching scholarships for students in Kenya, Africa to attend high school.

Remodel will include handicap bathroom access and ramp for store access. As well, new flooring, paint, landscape and other minor interior makeovers. Access will be off of NW 1st Street and parking with a handicap stall will be at the back of the retail store. A five (5) foot walkway and handicap ramp will provide access to front door from the rear of the property.

COMPREHENSIVE PLAN POLICIES (<https://www.meridiancity.org/complan>):

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 a compatible mix of land uses Downtown that activate the area during day and night.” (2.09.02G). *Introducing a retail store into the Downtown area presents an opportunity for increased foot traffic and commerce to occur within a desired location during the day and early evening. This addition contributes to the overall appeal and character of Downtown Meridian. The proposed operational hours are from Wednesday to Saturday, 9:00 am to 5:00 pm. This new commercial use should be a welcome addition to the other uses in the surrounding area.*
- “Support owners of historic buildings in their efforts to restore and/or preserve their properties. (5.02.01B). *Permitting the establishment of retail store in a historical downtown home has the potential to share knowledge and history regarding both Meridian and the specific house. This, in turn, is likely to boost the economic impact of more foot traffic, leading to the growth of other historical sites in the downtown area.*

V. UNIFIED DEVELOPMENT CODE ([UDC](#))

The proposed use, retail store (used merchandise) is listed as a principally permitted use in the O-T (Old Town) zoning district per UDC Table [11-2C-2](#). Compliance with the standards listed in UDC [11-2D-3 and 11-2D-4](#) is required.

VI. STAFF ANALYSIS

A. Rezone (RZ):

The Applicant is requesting to rezone 0.63 acres of land from R-8 to O-T to operate a retail store on the subject property. A legal description and exhibit map for the rezone area is included in Section VIII.A. This property is within the City's Area of City Impact boundary.

Personal services - The use of a site that offers merchandise to the public for monetary compensation. The use includes, but is not limited to, convenience stores; food stores; apparel and accessories stores; book, computer, and music stores; electronics and appliances; florists; furniture and home furnishings; general merchandise stores; health and personal care stores; hobby, office supplies, stationery and gift stores; specialty stores; sporting goods; and used merchandise stores is listed as a principal permitted use in the O-T (Old Town) zoning district per UDC Table [11-2C-2](#).

The proposed 2,463-square-foot retail store will be located in the downtown area within the Meridian Urban Renewal District. The home was built in 1902 and is slated for further improvements to meet city code requirements and enhance the customer experience. Remodel will include handicap bathroom access and ramp for store access. As well, new flooring, paint, landscape and other minor interior makeovers. Access will be off of NW 1st Street and parking with handicap stall will be at the back of the retail store. Walk and handicap ramp will provide access to front door. Five (5) off-street parking spaces are being proposed as part of the rezone from residential to commercial.

The proposed hours of operation would be from Wednesday to Saturday, 9:00 am to 5:00 pm.

The City may require a development agreement (DA) in conjunction with a rezone pursuant to Idaho Code section 67-6511A. Due to the size of the development, Staff believes a DA should not be required.

Dimensional Standards ([UDC 11-2](#)):

The existing home meets all dimensional standards.

Access ([UDC 11-3A-3](#)):

Access is provided off NW 1st Street a local road via W. Pine Avenue a residential arterial or W. Idaho Avenue a local street.

Parking ([UDC 11-3C](#)):

The existing home has unpaved parking in the rear of the property off NW 1st Street. The Applicant is required to pave both the access and the five (5) proposed parking stalls with the development of the site upon submittal of a future Certificate of Zoning Compliance Application. ***Wheel restraints should be added to prevent overhanging beyond the designated parking stall dimension in accordance with UDC 11-3C-5.B(3).***

Old-Town is classified as a Traditional Neighborhood zoning district and no off-street parking is required for a lawfully existing structure unless an addition occurs (UDC 11-3C-6B). No additions are proposed with this project except for expanding the rear entry area. The Applicant is providing 5 parking stalls at the rear of the existing building which meets the required number of off-street parking spaces (2 spaces required) per UDC 11-3C-6B.3 for the Traditional Neighborhood district.

A minimum of one (1) bicycle parking space is required to be provided based on one (1) space 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](#). The site plan does not

include bicycle racks. *The Applicant should revise the plans and include one (1) bicycle rack and submit a detail of the bicycle rack with the CZC submittal.*

Sidewalks (UDC [11-3A-17](#)):

There is an existing 7-foot wide attached sidewalk on N. Meridian Road along the existing property frontage. Staff does not recommend any additional changes to the frontage improvements. There are also existing five (5) foot wide sidewalks along NW 1st Street. All sidewalks around buildings and serving public street shall be a minimum of five (5) feet in width in accordance with UDC 11-3A-17.

A continuous internal pedestrian walkway that is a minimum of five (5) feet in width shall be provided from the perimeter sidewalk to the main building entrance(s) for nonresidential uses. The walkway width shall be maintained clear of any obstructions, such as vehicles, outdoor sale displays, vending machines, or temporary structures.

Landscaping (UDC [11-3B](#)):

The Applicant is not proposing any additional landscaping to be added to the site with this project. For additions less than twenty-five (25) percent of the existing structure or developed area, no additional landscaping shall be required except for buffers to adjacent residential uses in accordance with UDC 11-3B-2D(1).

Fencing (UDC [11-3A-6](#), [11-3A-7](#)):

Fences shall comply with the standards listed in UDC 11-3A-7. No additional fencing is being proposed.

Outdoor Lighting (UDC [11-3A-11](#)):

All outdoor lighting is required to comply with the standards listed in UDC 11-3A-11C.

Building Elevations:

Conceptual building elevations and perspectives were submitted for the existing structure as shown in Section IX.D. The building consists of existing siding, fascia trim, asphalt roof shingles and new ADA ramp. The only addition to the existing building is the new ADA ramp. This addition will not require design review.

Certificate of Zoning Compliance (UDC [11-5B-1](#)):

A Certificate of Zoning Compliance (CZC) is required to be submitted for the proposed use and site changes prior to submittal of a building permit application to ensure compliance with UDC standards and staff comments listed in Section IX.

VII. DECISION

A. Staff:

Staff recommends approval of the proposed rezone from R-8 to O-T per the comments in Section IX and the Findings in Section X of this report.

B. The Meridian Planning & Zoning Commission heard this item on June 6, 2024. At the public hearing, the Commission moved to recommend approval of the subject Rezone request.

1. Summary of Commission public hearing:
 - a. In favor: Arlene Hardy, Expansion International - Applicant
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter, Associate Planner
 - 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. None.
4. Commission change(s) to Staff recommendation:
 - a. None.
5. Outstanding issue(s) for City Council:
 - a. None

C. The Meridian City Council heard these items on July 9, 2024. At the public hearing, the Council moved to approve the subject rezone requests.

1. Summary of the City Council public hearing:
 - a. In favor: Arlene Hardy, Applicant
 - b. In opposition: None
 - c. Commenting: Arlene Hardy, Gene Bennett
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter, Associate Planner
 - 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 Commission recommendation:
 - a. None

VIII. EXHIBITS

A. Rezoning Legal Description and Exhibit Map



IDAHO
SURVEY
GROUP

W Emerald St
, ID 83704
☎: (208) 846-8570
(208) 884-5399

**Rezone Description for
Expansion International Inc.,**

The following Describes 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 Lying in a Portion of the Southeast 1/4 of Section 12, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more Particularly Described as follows:

COMMENCING at the Northeast Corner of the Southeast 1/4 (East 1/4 Corner) of said Section 12; From which, the Southeast Corner of said Section 12 bears, South 00°43'35" West, 2652.62 feet; Thence along the Easterly Boundary Line of the Southeast 1/4 of said Section 12, South 00°43'35" West, 114.88 feet to a point being on the Prolongation of the Northerly Boundary Line of Lot 2, Block 1 of said West View Addition to Meridian Subdivision, the **POINT OF BEGINNING**:

Thence continuing along said Easterly Boundary Line, South 00°43'35" West, 84.75 feet to a point being on the Prolongation of the Southerly Boundary Line of Lot 2, Block 1 of said West View Addition to Meridian Subdivision;

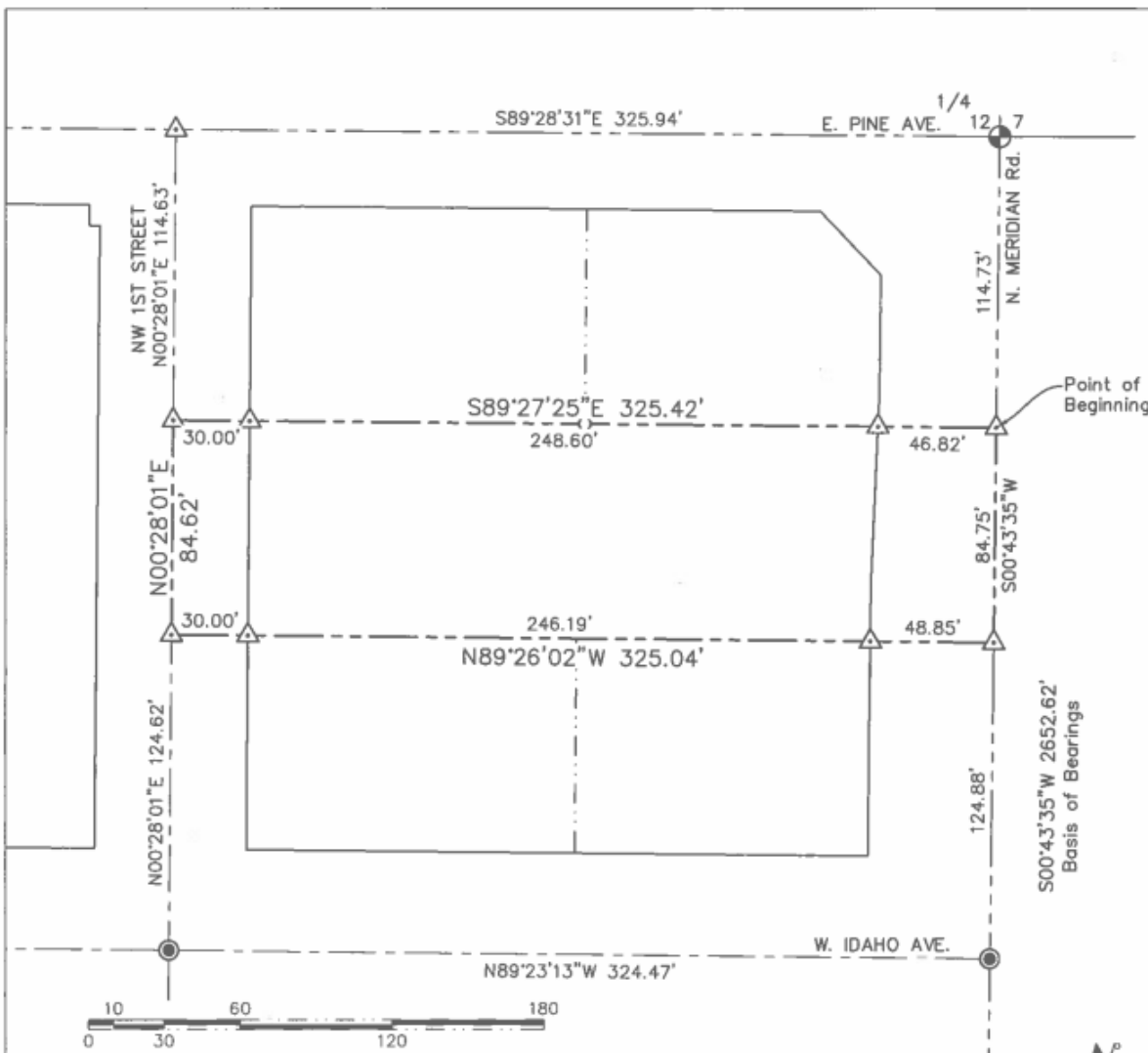
Thence leaving said Easterly Boundary Line, and along the Southerly Boundary Line of said Lot 2, and its Prolongation, North 89°26'02" West, 325.04 feet to the Centerline of Northwest 1st Street;

Thence leaving said Southerly Boundary Line, and its Prolongation, and along the Centerline of Northwest 1st Street, North 00°28'01" East, 84.62 feet to a point being on the Prolongation of the Northerly Boundary Line of said Lot 2;

Thence leaving said Centerline, and along the Northerly Boundary Line of said Lot 2, and its Prolongation, South 89°27'25" East, 325.42 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 0.63 acres (27,542 Sq. ft.) more or less.





Scale: 1" = 60'

Legend

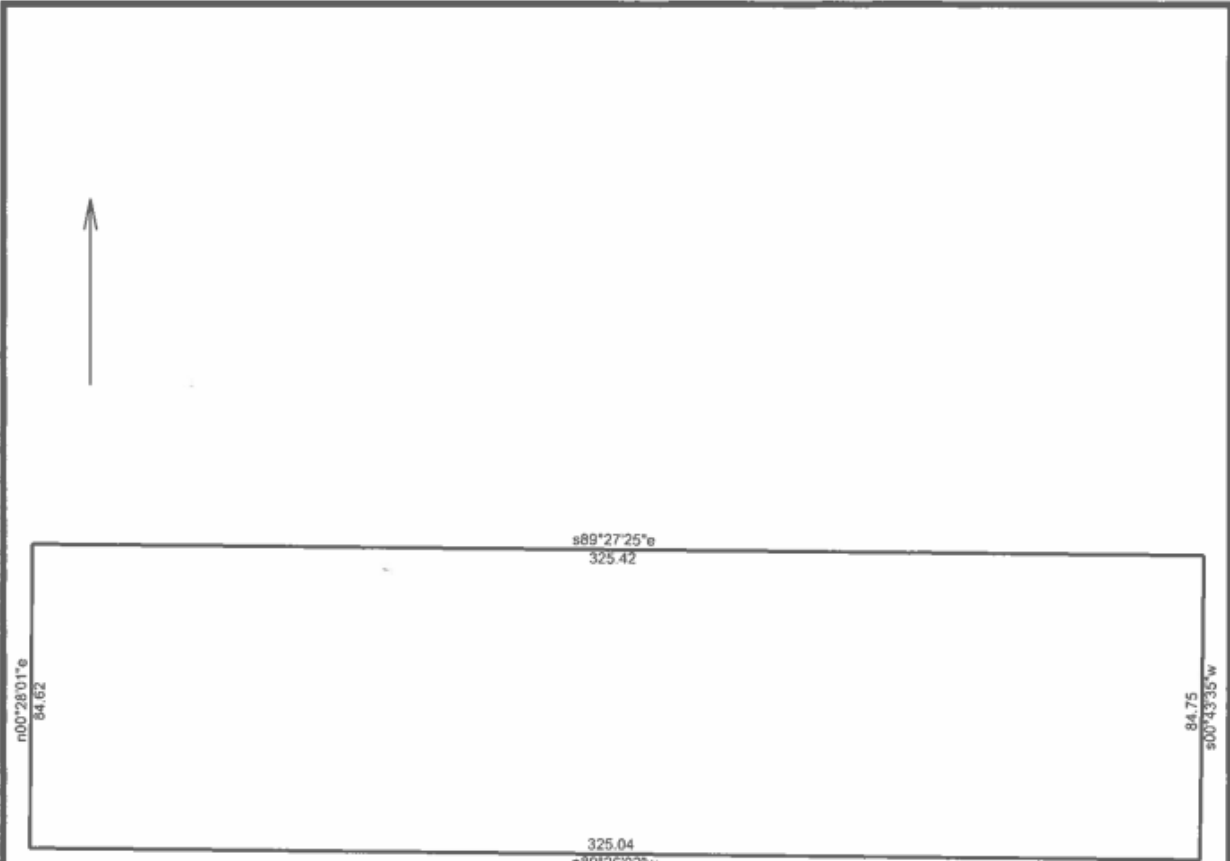
- Found Aluminum Cap Monument
- △ Calculated Point, Nothing Found or Set
- - - Property Boundary/Rezone Line
- Right-of-Way Line
- · · Lot/Parcel Line of Record
- - - Section Line
- - - Centerline



IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 845-8370

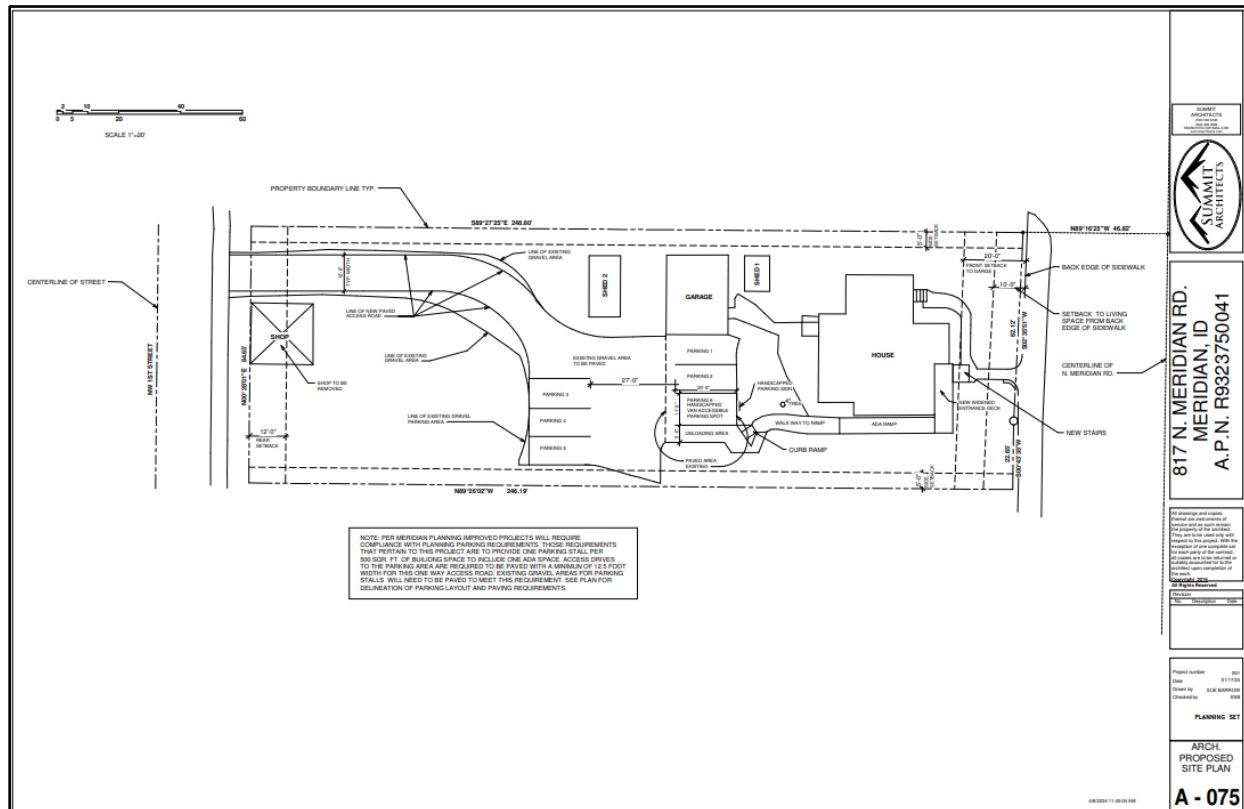
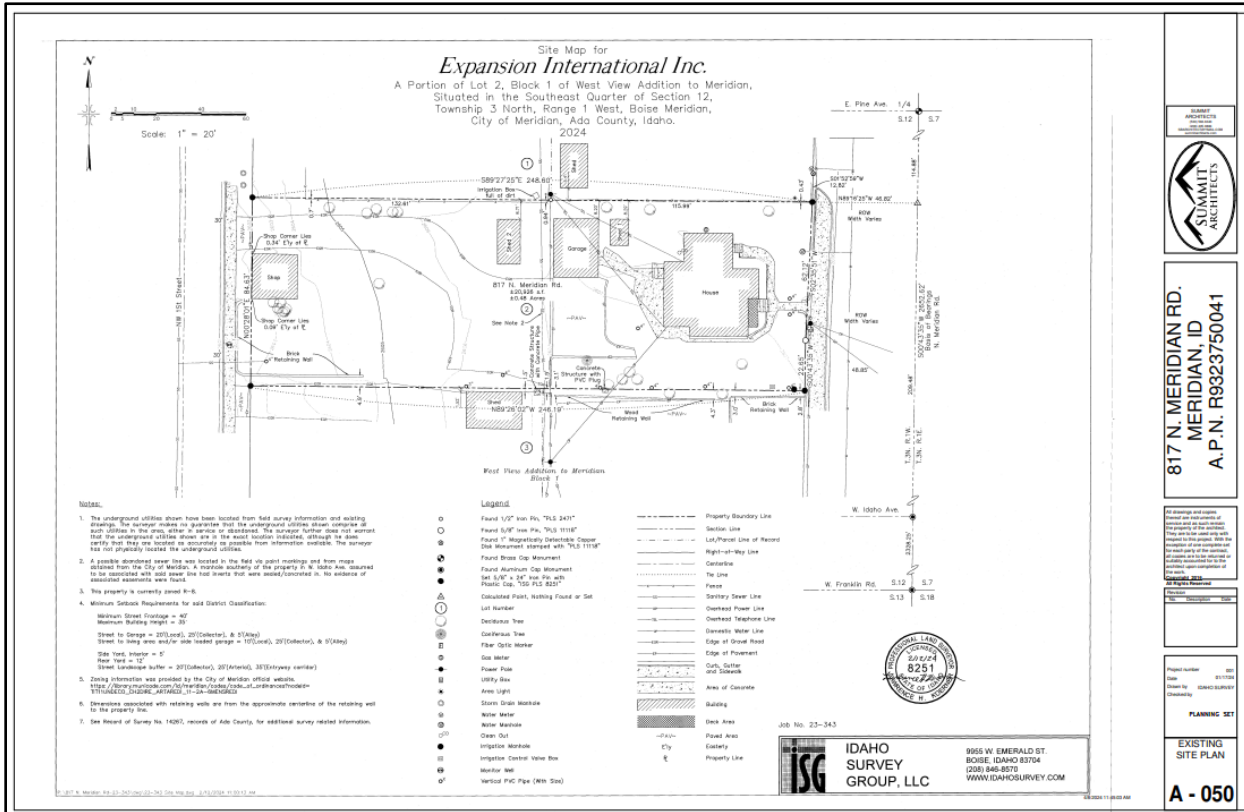
Rezone Exhibit Drawing for
Expansion International Inc.,
 A Portion on Lot 2, Block 1 of West View Addition to Meridian
 Located in the SE 1/4 of Section 12,
 T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No. 23-343
Sheet No. 1
Dwg. Date 1/3/2024

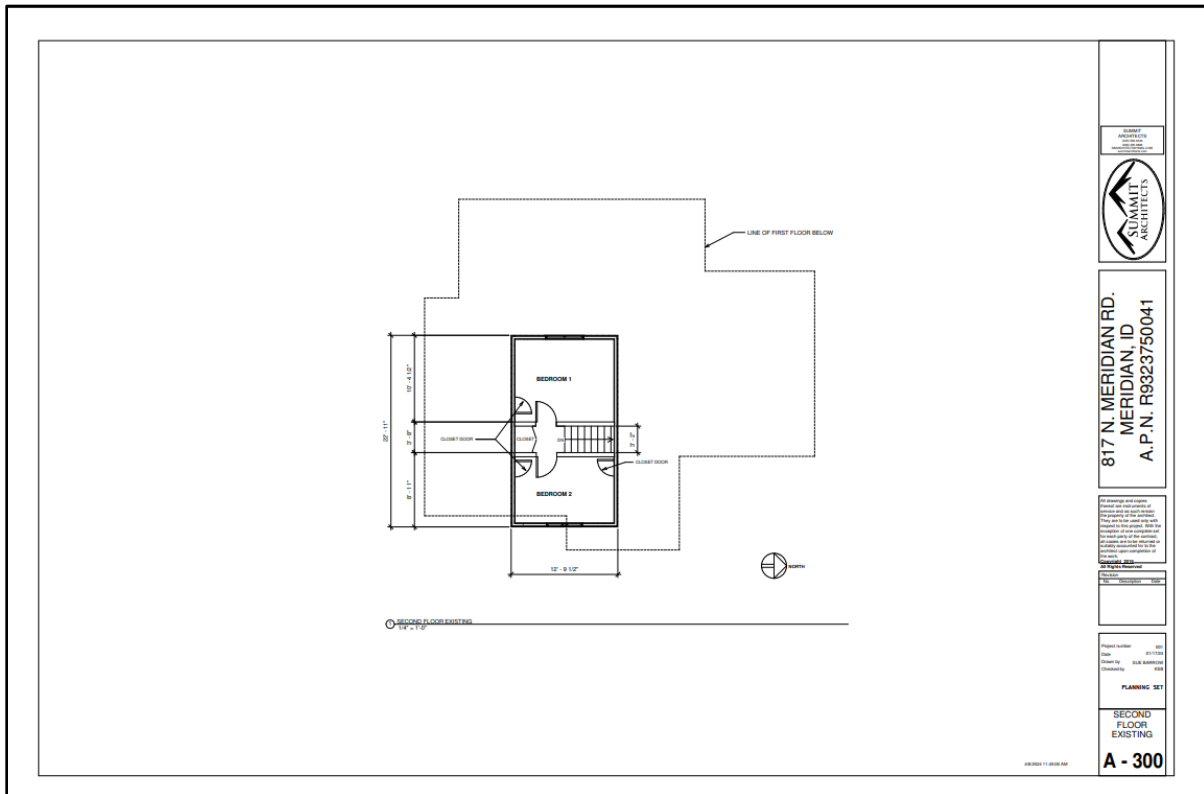
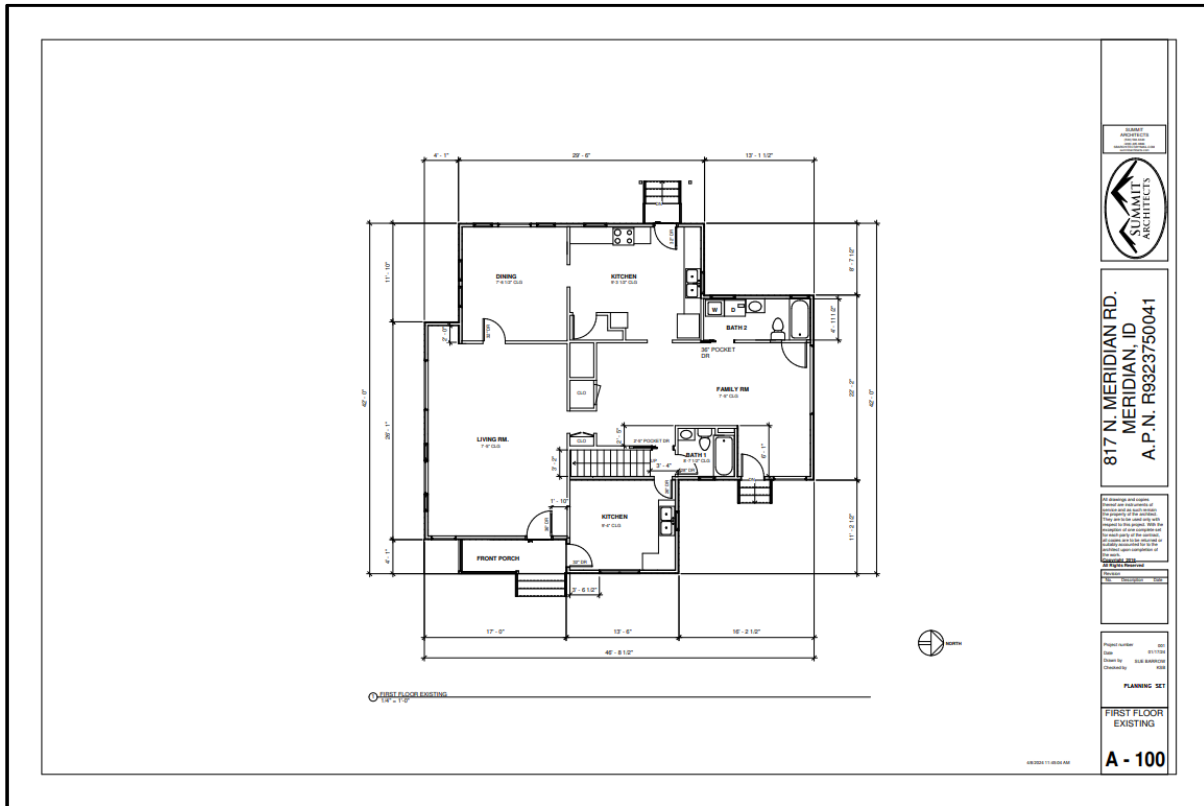


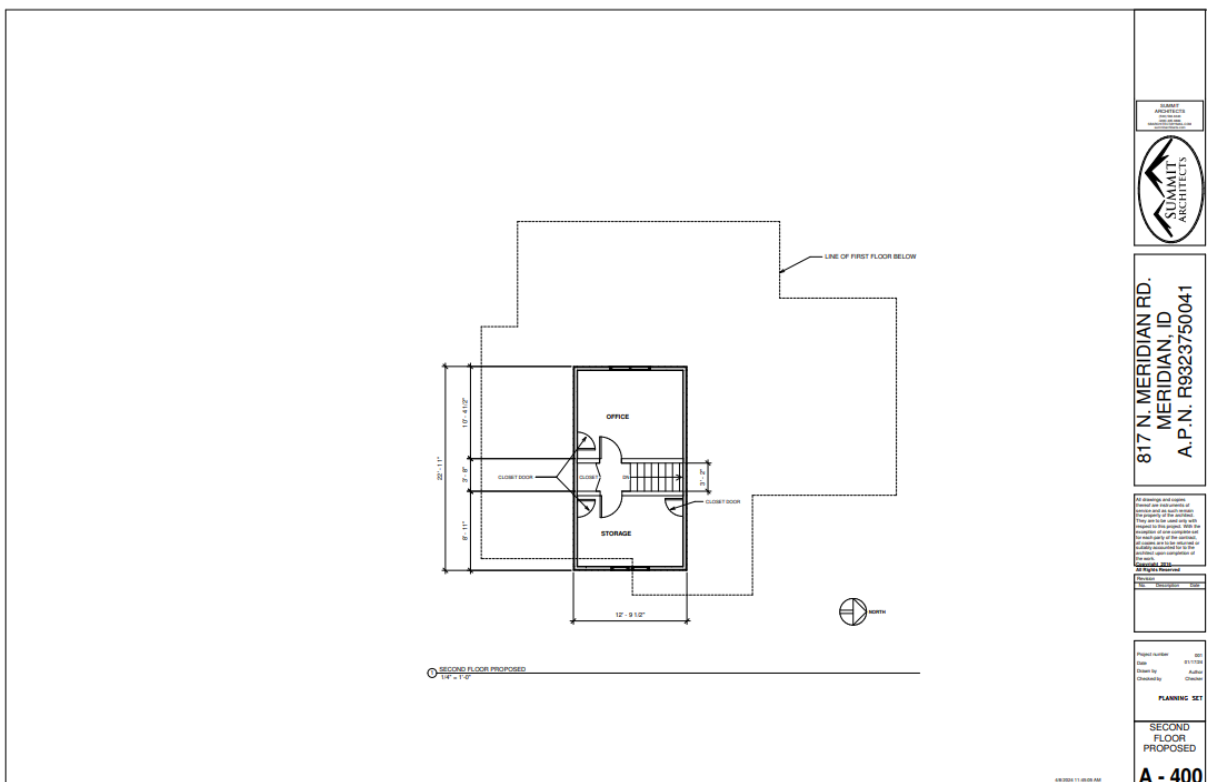
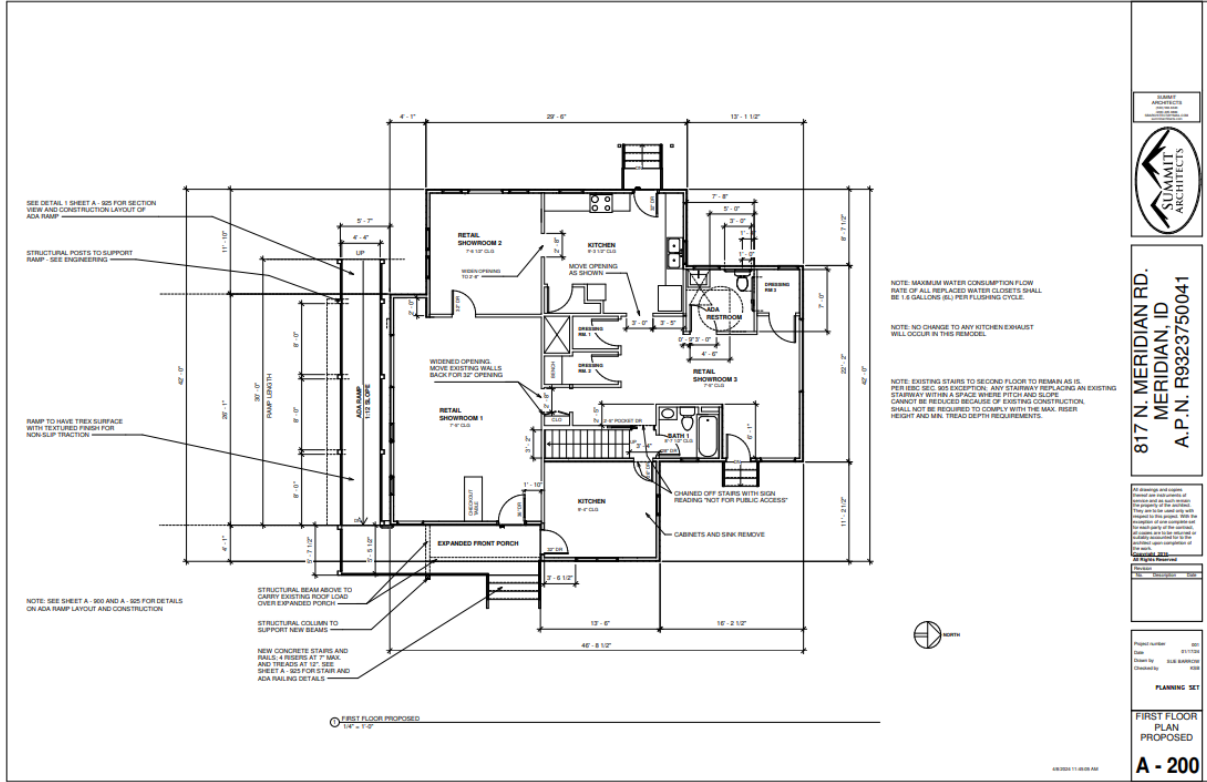
Expansion International Inc., Rezone Description		4/17/2024
Scale: 1 inch= 43 feet	File:	
Tract 1: 0.6323 Acres (27542 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/218899), Perimeter=820 ft.		
01 s00.4335w 84.75		
02 n89.2602w 325.04		
03 n00.2801e 84.62		
04 s89.2725e 325.42		

B. Existing and Proposed Site Plan (1/17/2024)



C. Existing and Proposed Floor Plans (1/17/2024)





D. Existing and Proposed Elevations (1/17/2024)

SECOND FLOOR 7'-4 1/2"

SECOND FLOOR 7'-0"

FIRST FLOOR 6'-0"

GRADE 2'-0"

○ EAST ELEVATION EXISTING 1/17-24

SECOND FLOOR 7'-4 1/2"

SECOND FLOOR 7'-0"

FIRST FLOOR 6'-0"

GRADE 2'-0"

○ SOUTH ELEVATION EXISTING 1/17-24

817 N. MERIDIAN RD.
MERIDIAN, ID
A.P.N. R9323750041

Project Number: 001
Date: 01/17/24
Drawn by: SSS ARCHITECTS
Checked by: SSS

PLANNING SET

ELEVATION
VIEWS
EXISTING

A - 500

SECOND FLOOR 7'-4 1/2"

SECOND FLOOR 7'-0"

FIRST FLOOR 6'-0"

GRADE 2'-0"

○ WEST ELEVATION EXISTING 1/17-24

SECOND FLOOR 7'-4 1/2"

SECOND FLOOR 7'-0"

FIRST FLOOR 6'-0"

GRADE 2'-0"

○ NORTH ELEVATION EXISTING 1/17-24

817 N. MERIDIAN RD.
MERIDIAN, ID
A.P.N. R9323750041

Project Number: 001
Date: 01/17/24
Drawn by: SSS ARCHITECTS
Checked by: SSS

PLANNING SET

ELEVATION
VIEWS
EXISTING

A - 600

EAST ELEVATION PROPOSED
1/4" = 1'-0"

SOUTH ELEVATION PROPOSED
1/4" = 1'-0"

SECOND FLOOR
13'-0"

SECOND FLOOR
13'-0"

FIRST FLOOR
11'-0"

GRADE
0'-0"

NEW BEAM TO SUPPORT EXISTING ROOF

NEW ADA RAMP

NEW STRUCTURAL COLUMN TO SUPPORT NEW BEAMS WHICH SUPPORT EXISTING PORCH ROOF

NEW STAIRS AND RAILS SEE SHEET A-502

SECOND FLOOR
13'-0"

SECOND FLOOR
13'-0"

FIRST FLOOR
11'-0"

GRADE
0'-0"

NEW STRUCTURAL BEAM TO SUPPORT ROOF, EXISTING POSTS REMOVED

NEW STAIRS AND ADA RAILING SEE SHEET A-502

NEW ADA RAMP

NEW EXTENDED PORCH FOR ADA CLEARANCE

4'-0 1/2" 8'-0" 8'-0" 8'-0"

TYPICAL 6x6 POST WRAPPED WITH A TRUCK END POST SLEEVE, CAP AND GRIFT

817 N. MERIDIAN RD.
MERIDIAN, ID
A.P.N. R9323750041

Summit Architects

Project Number: 100
Date: 01/17/20
Drawn by: SSB/SAR/2020
Checked by: SSB
PLANNING SET

ELEVATION VIEWS PROPOSED
A - 700

483283 11-00-20 000

WEST ELEVATION PROPOSED
1/4" = 1'-0"

NORTH ELEVATION PROPOSED
1/4" = 1'-0"

SECOND FLOOR
13'-0"

SECOND FLOOR
13'-0"

FIRST FLOOR
11'-0"

GRADE
0'-0"

NEW ADA RAMP

SECOND FLOOR
13'-0"

SECOND FLOOR
13'-0"

FIRST FLOOR
11'-0"

GRADE
0'-0"

817 N. MERIDIAN RD.
MERIDIAN, ID
A.P.N. R9323750041

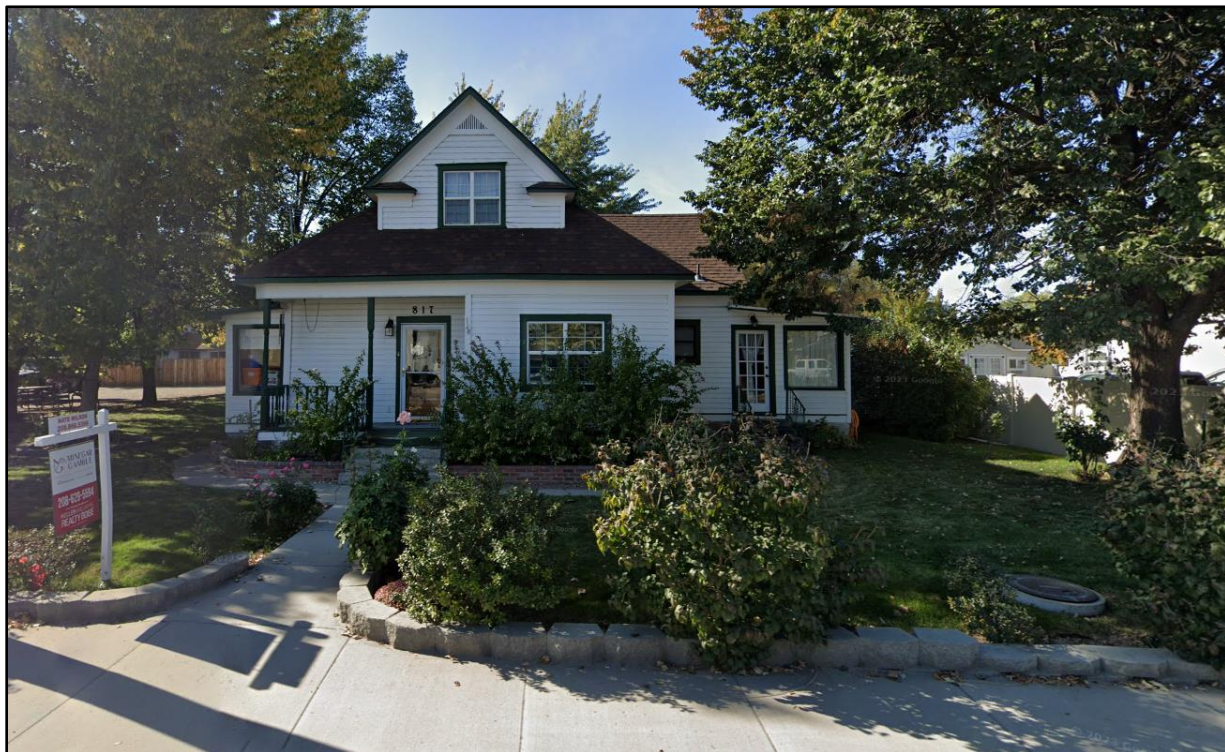
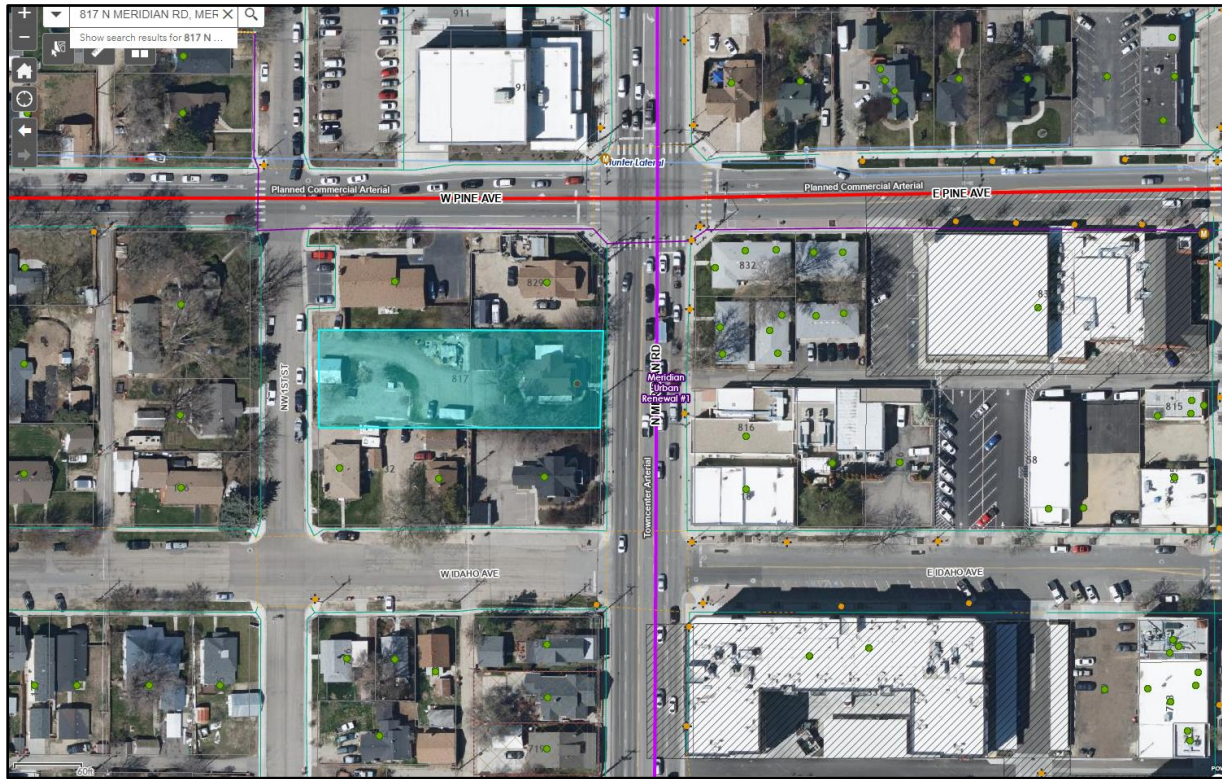
Summit Architects

Project Number: 100
Date: 01/17/20
Drawn by: SSB/SAR/2020
Checked by: SSB
PLANNING SET

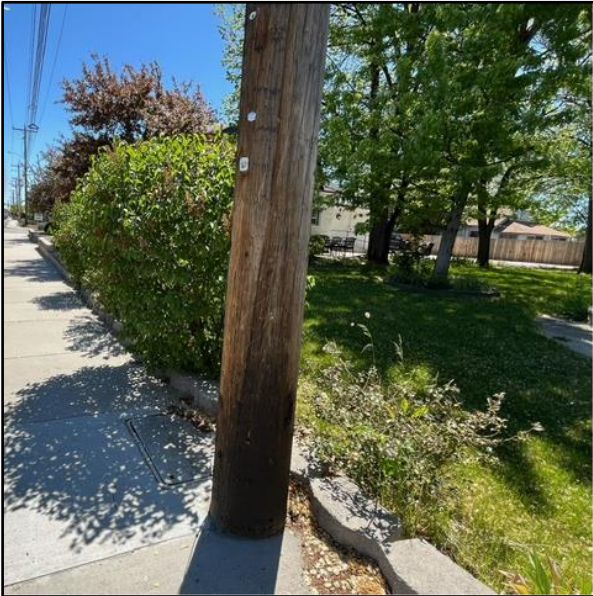
ELEVATION VIEWS PROPOSED
A - 800

483283 11-00-20 000

E. Pictures of Existing Property and Structure







IX. CITY/AGENCY COMMENTS

A. PLANNING

Staff Comments:

1. The maximum number of allowable customers at the facility at *one time* at any given time must not exceed the maximum occupant load specified in the Fire Code.
2. Prior to building permit submittal, the Applicant shall obtain Certificate of Zoning Compliance (CZC) approval to establish the use and approval for the exterior modifications to the property.
3. The site and landscape plans submitted with the Certificate of Zoning Compliance application shall depict the following:
 - a. Pave the entire driveway and parking area. Any unpaved areas need to be landscaped to prevent vehicles from expanding the approved parking area.
 - b. The drive aisle onto the property shall be a minimum of twenty-six (26) feet in width.
 - c. All internal pedestrian circulation shall be a minimum of five (5) feet in width.
 - d. Install wheel restraints in front of the 5 parking stalls in accordance with UDC 11-3C-5.B(3).
 - e. Include a bicycle rack and a detail of the bicycle rack with the CZC submittal.
 - f. Coordinate with and provide documentation of approval from Republic Services on the size and location of your trash enclosure with the CZC submittal.
4. Direct lot access from N. Meridian Road is prohibited.

B. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330209&dbid=0&repo=MeridianCity>

C. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=345724&dbid=0&repo=MeridianCity>

D. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331687&dbid=0&repo=MeridianCity>

X. FINDINGS

A. Annexation and/or Rezone (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;
Commission finds the proposed zoning map amendment to rezone the property from the R-8 zoning district to the O-T zoning district is consistent with the Comprehensive Plan.
2. The map amendment complies with the regulations outlined for the proposed districts, specifically the purpose statement;

Commission finds the proposed zoning map amendment complies with the regulations outlined in the requested Old Town designation.

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;

Commission finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare.

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

Commission finds the proposed zoning map amendment will not result in an adverse impact on the delivery of services by any political subdivision providing public services within the City.

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

Subject site is already annexed so staff finds this finding not applicable.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Vanguard Village Subdivision (H-2023-0074) by Adler Industrial, located at 1085 S. Ten Mile Rd.

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



In the Matter of the Request for Modification to the Existing Development Agreement Associated with H-2021-0081 Vanguard Village, Recorded as Inst. #2022-049799, by Adler Industrial.

Case No(s). H-2023-0072

For the City Council Hearing Date of: July 9, 2024 (Findings on July 23, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 9, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 9, 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 July 9, 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 modification to the development agreement is hereby approved as requested per the provisions in the Staff Report for the hearing date of July 9, 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 July 9, 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.

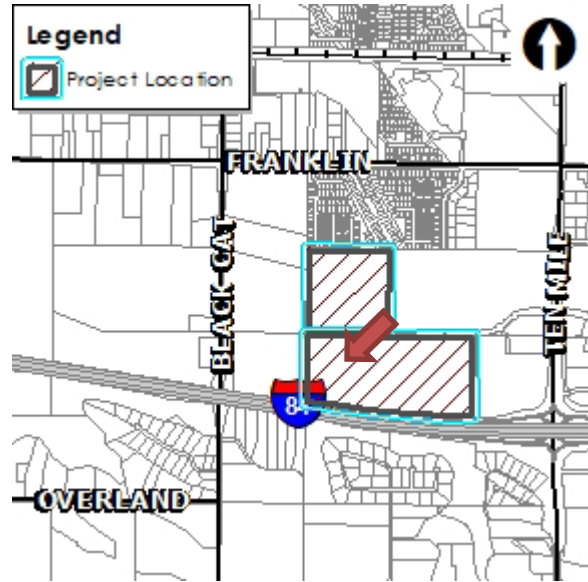
By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: July 9, 2024
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: [H-2023-0072](#)
 Vanguard Village – MDA
 LOCATION: Generally located 1/4 mile south of W. Franklin Rd. and west of S. Ten Mile Rd., in the center of Section 15, T.3N. R.1W.



I. PROJECT DESCRIPTION

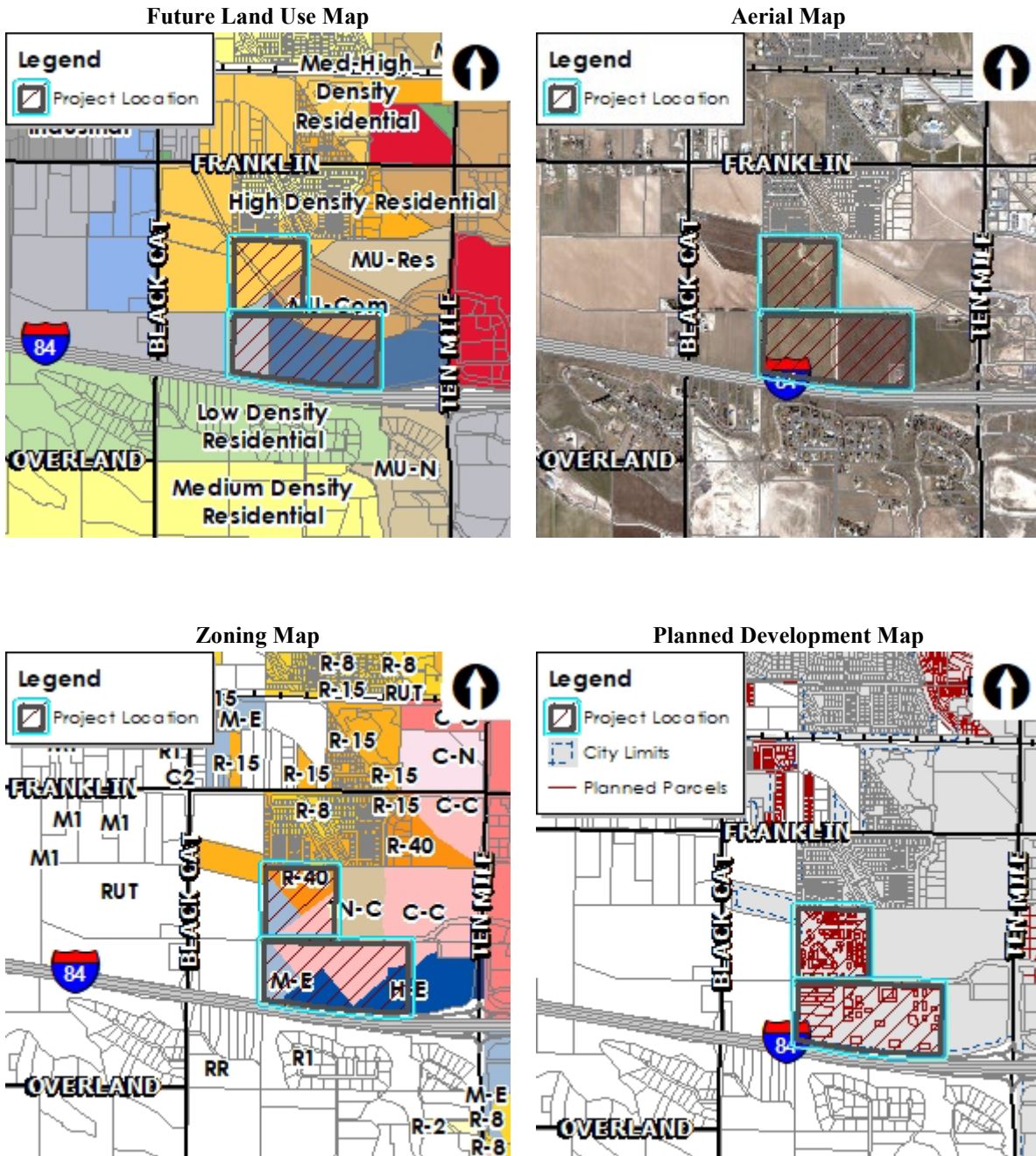
The Applicant has submitted an application for a modification to the existing Development Agreement associated with H-2021-0081, recorded as Inst. #[2022-049799](#). See Section V below for more information.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	115.26 acres overall	
Existing Zoning	R-15, M-E, C-C and H-E	
Future Land Use Designation	Mixed Use – Commercial (MU-COM); Medium High-Density Residential (MHDR); Mixed Employment (ME); High Density Employment (HDE)	
Existing Land Use(s)	Vacant/agricultural land	
Proposed Land Use(s)	Multi-family residential, vertically integrated residential, light industry/warehouse, commercial/retail, research and development and other uses (overall).	
Physical Features (waterways, hazards, flood plain, hillside)	The Williams gas pipeline bisects this site	
Neighborhood meeting date; # of attendees:	11/30/23	
History (previous approvals)	AZ-09-008 Meridian Crossing (Ord. #10-1467; DA Inst. #110115738); ROS #7623 (Inst. #106170019 2006); H-2021-0081 [MDA, RZ, PP, CUP – DA Inst. #2022-049799 (replaced previous DA)]	

B. Project Area Maps



Note: The boundary of the site shown on the above maps is the entire property subject to the DA; the portion of the property that is the subject of this amended DA is only that at the southwest corner of the site in the M-E zoning district.

A. Applicant:

Will Goede, Adler Industrial – 8665 W. Emerald St., Se. 200, Boise, ID 83704

B. Owners:

Ten Mile West Commercial, LLC – 1144 S. Silverstone Way, Ste. 500, Meridian, ID 83642

C. Representative:

Same as Applicant

III. NOTICING

	City Council Posting Date
Notification published in newspaper	6/23/2024
Notification mailed to property owners within 300 feet	6/21/2024
Applicant posted public hearing notice on site	6/24/2024
Nextdoor posting	6/17/2024

IV. UNIFIED DEVELOPMENT CODE ANALYSIS ([UDC](#))

A. Development Agreement Modification (MDA):

The Applicant proposes an amendment to the existing Development Agreement (DA) associated with H-2021-0081, recorded as Inst. #[2022-049799](#), as follows: *(Staff’s comments in italics)*

- New DA provision – “4.3: Notwithstanding anything in the UDC or this Agreement to the contrary, Warehouse, including distribution, and Flex Space uses shall not be permitted in that portion of the property zoned M-E and designated “Warehouse & Flex Space Use Not Allowed” as shown on the map and described in the associated legal description/exhibit map in Section VI.B of the First Amendment.”

The inclusion of this restriction on approximately 1/3 of the M-E (Mixed-Employment) zoned area will ensure the property develops with a mix of employment uses as desired by the City with a limitation on flex and warehouse uses.

- Modify DA provision #5.1a, as follows: “Development of the subject property shall be generally consistent with the site plan, qualified open space exhibit, site amenity exhibit, pedestrian circulation plan, preliminary plat, phasing plan, landscape plan and conceptual building elevations submitted with the applications contained herein in the Development Agreement. An updated phasing plan for the development is included in Section VI.A of the First Amendment and by this reference incorporated herein as if set forth in full.”

Development priorities have changed, along with property ownership, since the time of the initial approvals; the proposed change will allow development to proceed in an alternate order.

- Update the phasing plan – see Section VI.A below for existing vs. proposed phasing plan.

The existing phasing plan depicts the following: 1) 1st phase – the southern portion of the R-15 zoned property; 2) 2nd phase – the M-E zoned property; 3) 3rd phase – the northern portion of the R-15 zoned property; 4) 4th phase – the H-E zoned property; and 5) the C-C zoned property.

The proposed plan depicts the following: 1) 1st phase – the M-E zoned property at the southwest corner of the property; 2) 2nd phase – the C-C and H-E zoned property on the

eastern portion of the property; and 3) 3rd phase – the R-15 zoned property on the northern portion of the site.

- Inclusion of alternative design and development guidelines for the distribution and light manufacturing area (i.e. warehouse/distribution and light industry/manufacturing uses) with the conceptual elevations shown in Section VI.C; and modification to the following DA provisions:
 - #5.1b: “All future development, site design and building design shall comply with the guidelines in the Ten Mile Interchange Specific Area Plan (TMISAP) and the standards in the Architectural Standards Manual (ASM), as applicable unless otherwise modified herein. The City Council approved alternatives to the design guidelines in the TMISAP consisting of lower roof pitches of 2:12 for the community clubhouse amenity buildings and 3:12 for the townhome garages to allow larger windows with lower sills at the second level; and front patios with railings that frame off the entrances that are covered by the above balconies instead of front stoops due to concerns pertaining to compliance with ADA requirements.”
 - #5.1i: “Development in the M-E district shall be consistent with the development guidelines contained in the Ten Mile Interchange Specific Area Plan (TMISAP) for Mixed Employment (ME) designated areas except for the M-E zoned area where warehouse, including distribution, and light industry, including manufacturing, uses are proposed as shown on the map and described in the associated legal description/exhibit map included in Section VI.C. In that area, a minimum of 8% windows on the frontage and a single plane wall maximum distance of 150’ without building modulation will be allowed as shown on the exhibits in Section VI.C instead of 20% windows and a single plane wall maximum equal to the building height without building modulation shown as examples on the transect on pg. 3-50 in the TMISAP. Only the building faces shown in red on the exhibit will be considered frontage.”

The TMISAP has elevated guidelines that apply to development within the TMISAP area. The Architectural Standards Manual (ASM) applies to all properties within the City, with established baseline minimum standards. These are in addition to the elevated guidelines in the Plan. The front/south side of the southernmost building will be highly visible from I-84; the front of the other buildings will be internal to the site and not as visible. Staff is unable to support requests for deviations from the guidelines in the Plan due to conflicts with the lesser ASM standards prior, apart from and prior to the design review process. Commercial ASM standards apply to M-E zoned areas, but the buildings are of an industrial style and may conflict with other citywide ASM standards as well. Action is needed from Council for such requests.

If Council approves the proposed deviations to the design guidelines in the Plan, the Applicant will need to include a request for a design standard exception with each commercial standard in the ASM that is not met, with subsequent administrative Design Review applications. Any such related request will likely not comply with the design standards in the ASM.

- #5.1l: “Design elements shall be provided within the overall development as required in the Application of the Design Elements matrix on pg. 3-49 of the TMISAP, except as otherwise allowed herein.”

This change allows for the above-noted exceptions if approved by City Council.

- Modification to DA provision #5.1.m – ~~“The subject property shall be subdivided prior to submittal of any Certificate of Zoning Compliance application(s) and/or building permit application(s). The Applicant may submit a Design Review, Certificate of Zoning Compliance, and building permit application(s) to finalize building design prior to recordation of the final plat(s) for the lot on which a building is located, however, the applicant will not receive the Certificate of Occupancy for any buildings prior to the recordation of the final plat for the lot on which the building is located.”~~

The proposed change will allow development to commence but will still require the plat to be recorded prior to occupancy.

V. DECISION

A. Staff:

Staff recommends approval of the requested modifications to the DA, except for the deviations from the design guidelines in the TMISAP, which require Council approval.

B. The Meridian City Council heard these items on July 9, 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: Will Goede, Adler Industrial (Applicant)
- 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:

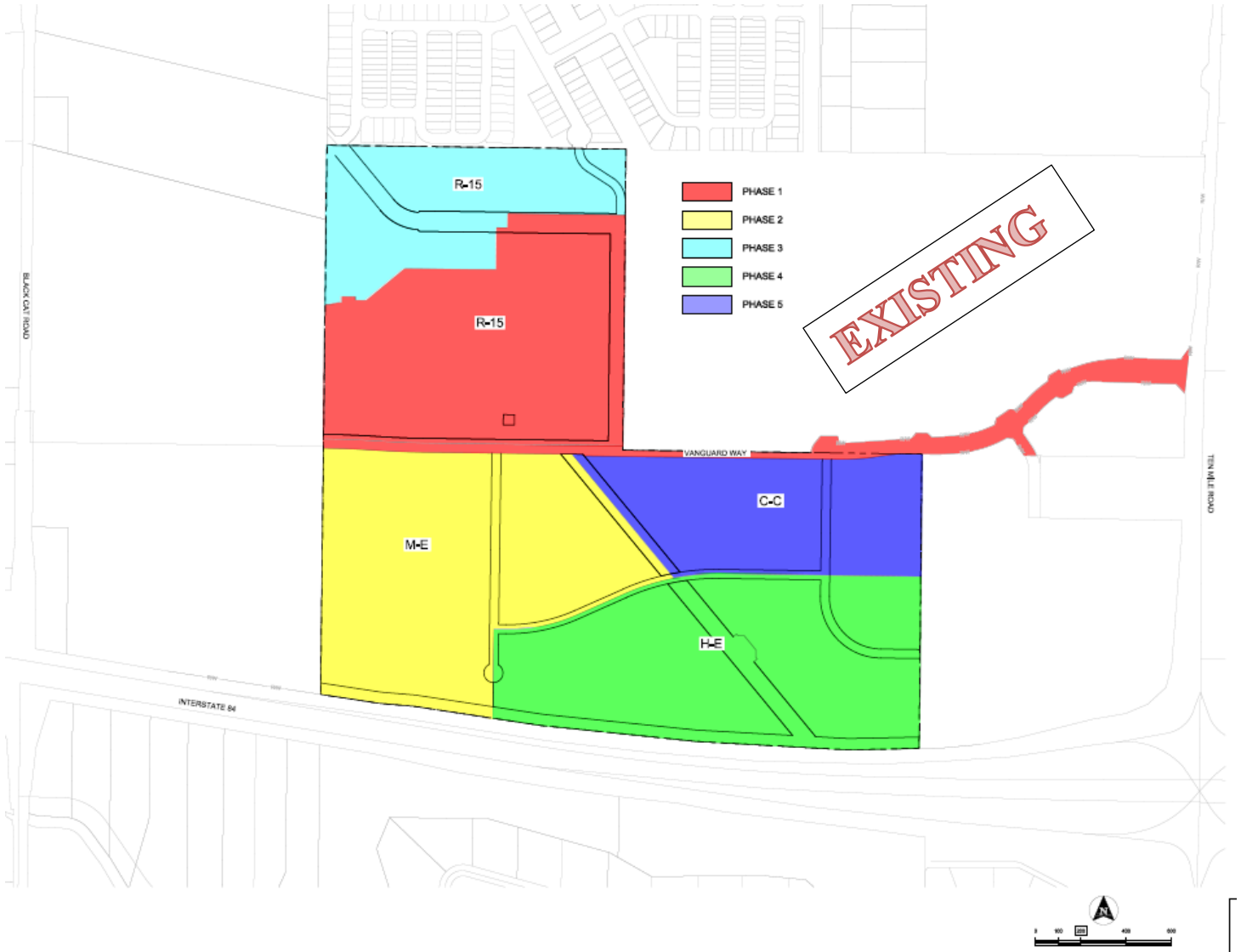
- a. Discussion pertaining to the Applicant’s request for alternative design and development guidelines.

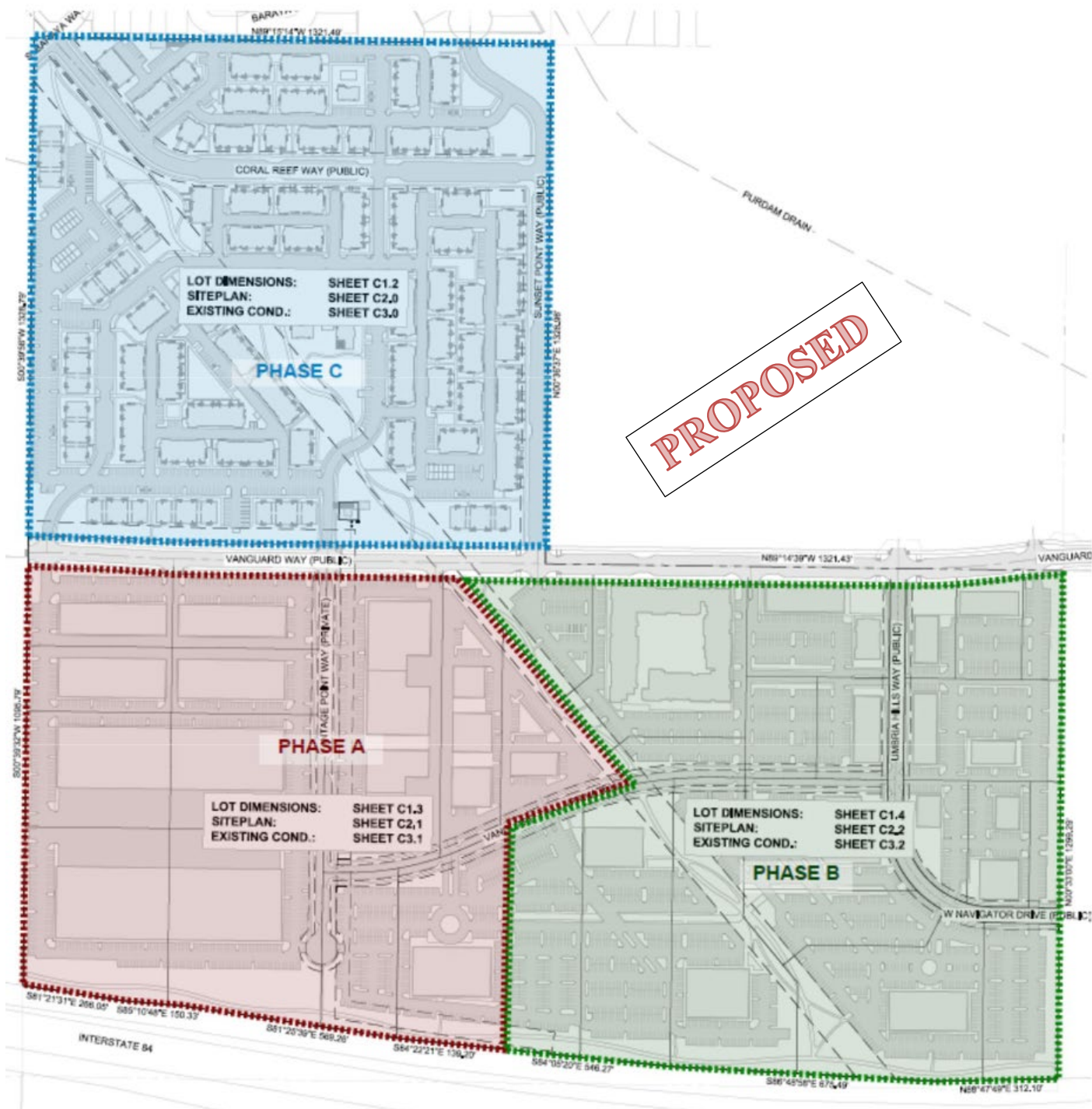
4. City Council change(s) to Commission recommendation:

- a. City Council approved the Applicant’s request for alternative design and development guidelines for the western portion of the M-E zoned area shown in the exhibits in Section VI.C.

VI. EXHIBITS

A. Existing & Proposed Phasing Plan





PROPOSED

B. Exhibit Depicting Warehouse & Flex Space Use Not Allowed Area and Legal Description/Exhibit Map of that Area

Depiction of Warehouse & Flex Space Use Not Allowed Area





Project No: 240076
Date: May 21, 2024
Page 1 of 1

**EXHIBIT "C"
TO FIRST AMENDMENT**

**LEGAL DESCRIPTION OF WAREHOUSE &
FLEX SPACE USE NOT ALLOWED AREA**

A parcel of land located in the NE1/4 of the SW1/4 and the NW1/4 of the SE1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the center one-quarter corner of Section 15; thence, along the north boundary of said NE1/4 of the SW1/4,

- A. S.89°14'48"E., 291.84 feet to the **POINT OF BEGINNING**, thence leaving said north boundary,
 - 1. S.39°31'08"E., 748.08 feet to the beginning of a non-tangent curve; thence,
 - 2. Southwesterly along said curve to the left having a radius of 1000.00 feet, an arc length of 185.66 feet, through a central angle of 10°38'16", of which the long chord bears S.71°25'13"W., 185.40 feet; thence, tangent from said curve,
 - 3. S.66°06'05"W., 231.67 feet to the beginning of a tangent curve; thence,
 - 4. Southwesterly along said curve to the right having a radius of 750.00 feet, an arc length of 70.03 feet, through a central angle of 5°21'01", of which the long chord bears S.68°46'35"W., 70.01 feet; thence, non-tangent from said curve,
 - 5. N.89°17'19"W., 299.81 feet; thence,
 - 6. N.00°45'12"E., 755.20 feet; thence,
 - 7. S.89°14'48"E., 266.65 feet to the **POINT OF BEGINNING**.

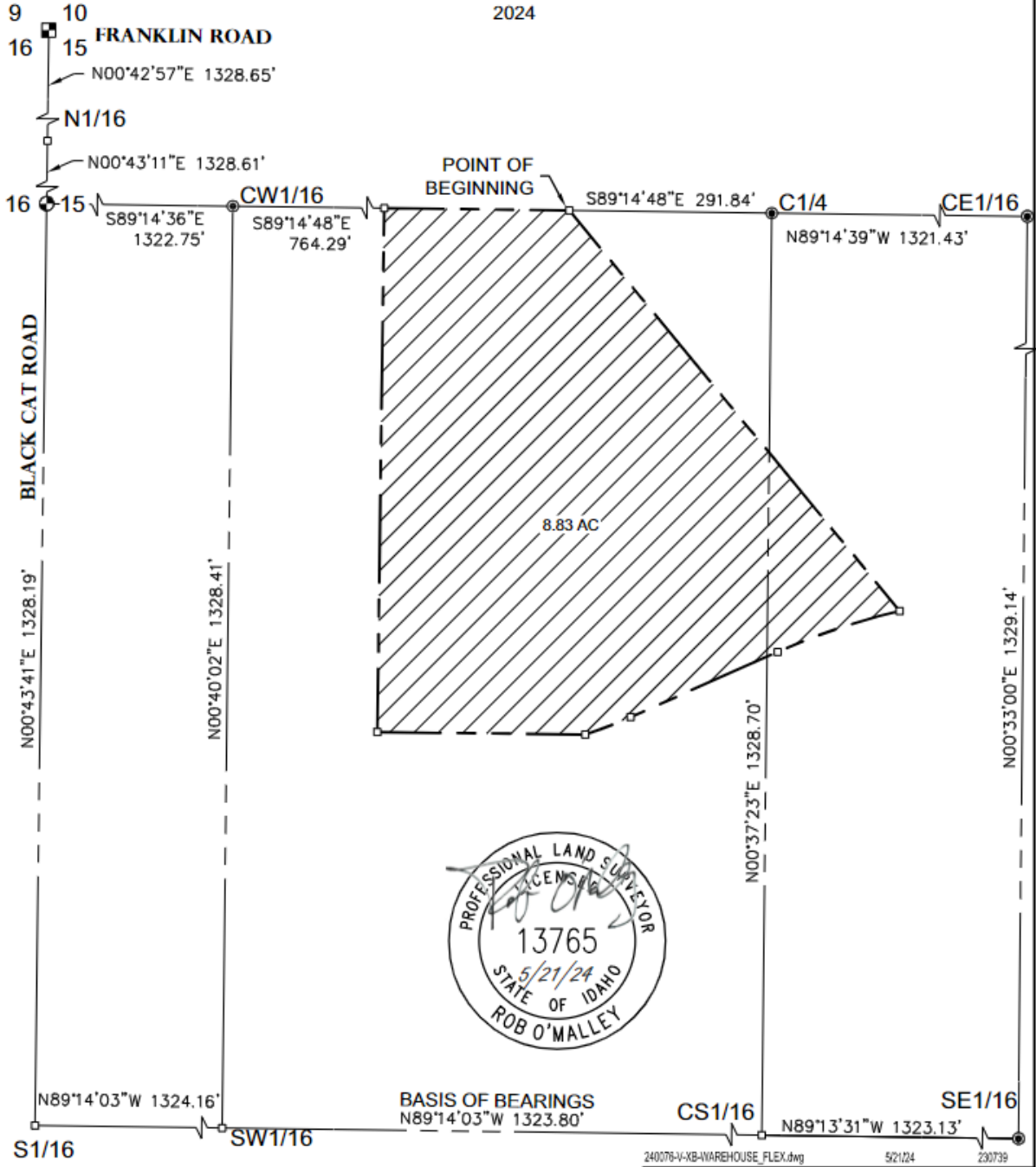
CONTAINING: 8.83 Ac.



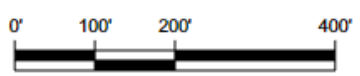
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EXHIBIT SKETCH - WAREHOUSE AND FLEX SPACE

LOCATED IN THE NE1/4 OF THE SW14 AND THE NW1/4 OF THE SE1/4 OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2024



BASIS OF BEARINGS
N89°14'03"W 1323.80'



332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

C. Distribution & Light Manufacturing Area Design Guidelines & Legal Description/Exhibit Map of that Area

EXHIBIT E - DISTRIBUTION & LIGHT MANUFACTURING AREA DESIGN GUIDELINES

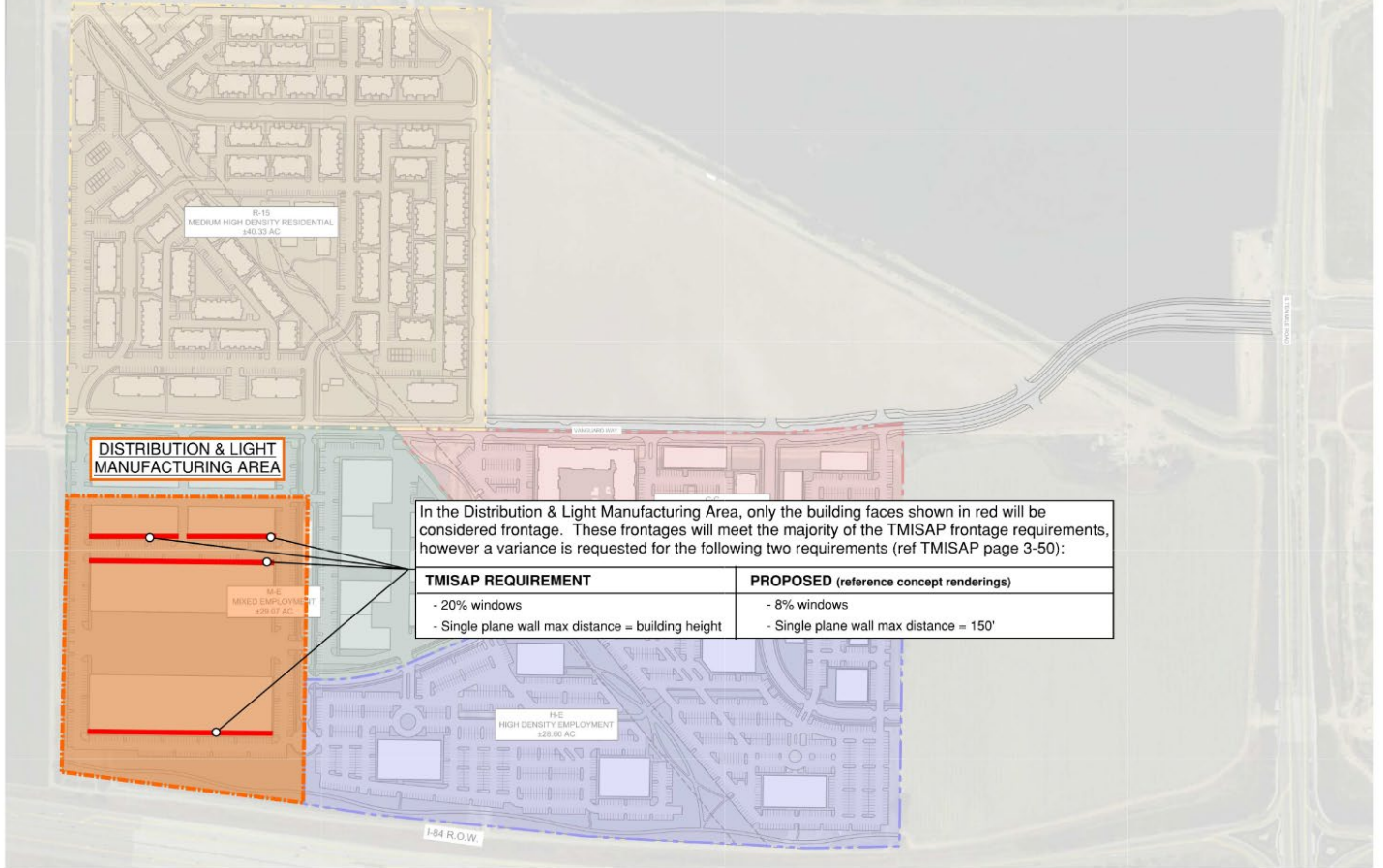


EXHIBIT E - DISTRIBUTION & LIGHT MANUFACTURING AREA DESIGN GUIDELINES



EXHIBIT E - DISTRIBUTION & LIGHT MANUFACTURING AREA DESIGN GUIDELINES



EXHIBIT E - DISTRIBUTION & LIGHT MANUFACTURING AREA DESIGN GUIDELINES





Project No: 240076
Date: May 21, 2024
Page 1 of 1

**EXHIBIT "F"
TO FIRST AMENDMENT**

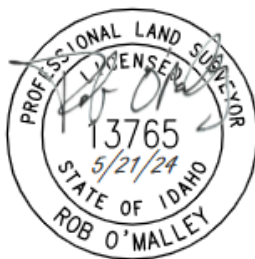
**LEGAL DESCRIPTION OF DISTRIBUTION
AND LAND MANUFACTURING AREA**

A parcel of land located in the NE1/4 of the SW1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the center west one-sixteenth corner of Section 15; thence, along the west boundary of said NE1/4 of the SW1/4,

- A. S.00°40'02"W., 231.45 feet to the **POINT OF BEGINNING**, thence leaving said boundary,
1. S.89°14'48"E., 763.91 feet; thence,
 2. S.00°45'12"W., 959.44 feet; thence,
 3. N.81°25'39"W., 352.27 feet; thence,
 4. N.85°10'48"W., 150.33 feet; thence,
 5. N.81°21'31"W., 266.05 feet to the west boundary of said NE1/4 of the SW1/4; thence, along said boundary,
 6. N.00°39'32"E., 864.35 feet to the **POINT OF BEGINNING**.

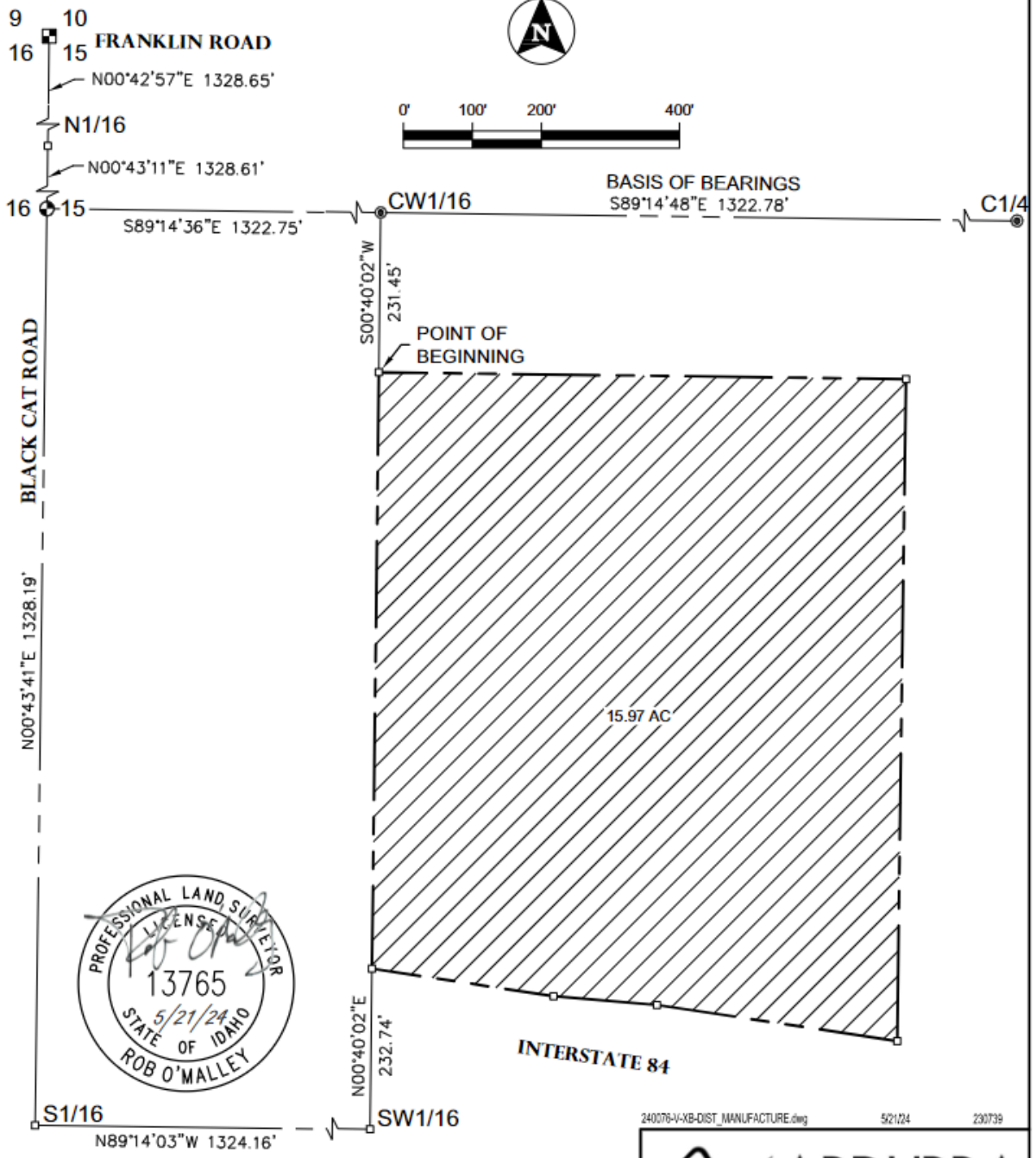
CONTAINING: 15.97 Ac.



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EXHIBIT SKETCH - DISTRIBUTION & LIGHT MANUFACTURING

LOCATED IN THE NE1/4 OF THE SW14 OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2024



240076-V-XB-DIST_MANUFACTURE.dwg 52124 230739

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332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM



AGENDA ITEM

ITEM TOPIC: Final Order for Graycliff Estates Subdivision No. 5 (MFP-2024-0001) by KB Homes, generally located south of W. Harris St. and west of S. Meridian Rd.

BEFORE THE MERIDIAN CITY COUNCIL

**HEARING DATE: 07/09/2024
ORDER APPROVAL DATE: 07/23/2024**

**IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
MODIFICATION TO INCREASE)
THE NUMBER OF BUILDING)
LOTS FROM 39 TO 40 ON 5.86)
ACRES OF LAND IN THE R-8)
ZONING DISTRICT FOR)
GRAYCLIFF ESTATES)
SUBDIVISION NO. 5.)
)
**BY: KB HOMES)
APPLICANT)**
_____)**

**CASE NO. MFP-2024-0001
ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT**

This matter coming before the City Council on July 9, 2024 for final plat modification 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 previously approved final plat, the Council takes the following action:

IT IS HEREBY ORDERED THAT:

1. The Final Plat of “PLAT SHOWING GRAYCLIFF ESTATES SUBDIVISION NO. 5, LOCATED IN THE SE ¼ OF SECTION 25, TOWNSHIP 3N, RANGE 1W, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, 2024,

HANDWRITTEN DATE: 05/02/2024, by CLINTON W> HANSEN, PLS,
SHEET 1 OF 3,” 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 July 9, 2024, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, and the response letter from Sabrina Durtschi, a true and correct copy of which is attached hereto marked “Exhibit B” 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: Final Order for TM Creek Subdivision No. 7 (FP-2024-0010) by Brighton Development, Inc., located at 153 S. Benchmark Way

BEFORE THE MERIDIAN CITY COUNCIL

HEARING DATE: JULY 9, 2024
ORDER APPROVAL DATE: JULY 23, 2024

**IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF 10 BUILDING)
LOTS AND ONE (1) COMMON LOT)
ON 22.73-ACRES OF LAND IN THE)
C-G ZONING DISTRICT FOR TM)
CREEK NO. 7.)
)
**BY: BRIGHTON DEVELOPMENT,)
INC.)
APPLICANT)**
_____)
)**

CASE NO. FP-2024-0010
ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT

This matter coming before the City Council on July 9, 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 TM CREEK SUBDIVISION NO. 7, LOCATED IN A PORTION OF THE EAST ½ OF THE NORTHWEST ¼ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M., CITY OF MERIDIAN, ADA COUNTY,

IDAHO, 2024, HANDWRITTEN DATE: 4/18/24, by AARON L. BALLARD, PLS, SHEET 1 OF 8,” 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 July 9, 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.

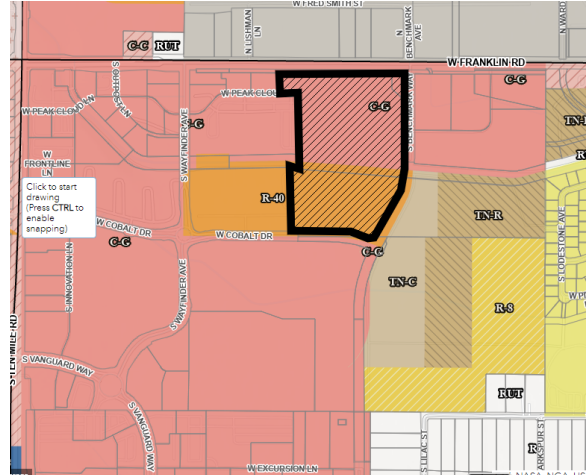
By: _____ Dated: _____

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



DATE: 7/9/2024
TO: City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2024-0010
TM Creek No. 7
PROPERTY LOCATION:
153 S. Benchmark Way, in the northern
½ of Section 14, T.3N., R.1W.



I. PROJECT DESCRIPTION

Final plat consisting of 10 building lots and one (1) common lot on 22.73-acres of land in the C-G zoning district for TM Creek No. 7.

Note: The proposed final plat is actually the seventh phase of the TM Center Subdivision preliminary plat (H-2020-0074) and includes right-of-way for S. Benchmark Way and a common lot (i.e. Lot 1, Block 2) that was part of the TM Crossing Subdivision preliminary plat (PP-12-003). [Previous phases of the TM Center Subdivision preliminary plat: TM Creek No. 5 (1st phase FP-2021-0027); TM Crossing No. 5 (2nd phase FP-2021-0045); TM Frontline (3rd phase FP-2021-0047); and TM Center Sub. 1 (4th phase FP-2022-0009); TM Center East No. 1 (5th phase FP-2022-021); TM Center East No. 2 (6th phase FP-2024-0008)]

II. APPLICANT INFORMATION

A. Applicant

Zach Meyers, Brighton Development, Inc. – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

B. Owner:

DWT Investments, LLC – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

C. Representative:

Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the associated preliminary plat (TM Center H-2020-0074) as required by UDC 11-6B-3C.2. The proposed final

plat depicts seven (7) fewer buildable lots than shown on the approved preliminary plat, which is in substantial compliance with the approved preliminary plats as required by UDC 11-6B-3C.

An east/west private street (i.e. W. Peak Cloud Ln.) was previously approved through this site ([A-2023-0036](#)).

Note: Development agreement provision #5.1(11) requires a central amenity to be provided within the overall development. The Applicant states they are making plans to satisfy this requirement in the development area west of Wayfinder, south of Cobalt and east of Innovation. In the near future, they intend to share the concept plan for the central amenity with Staff in accord with the conditions.

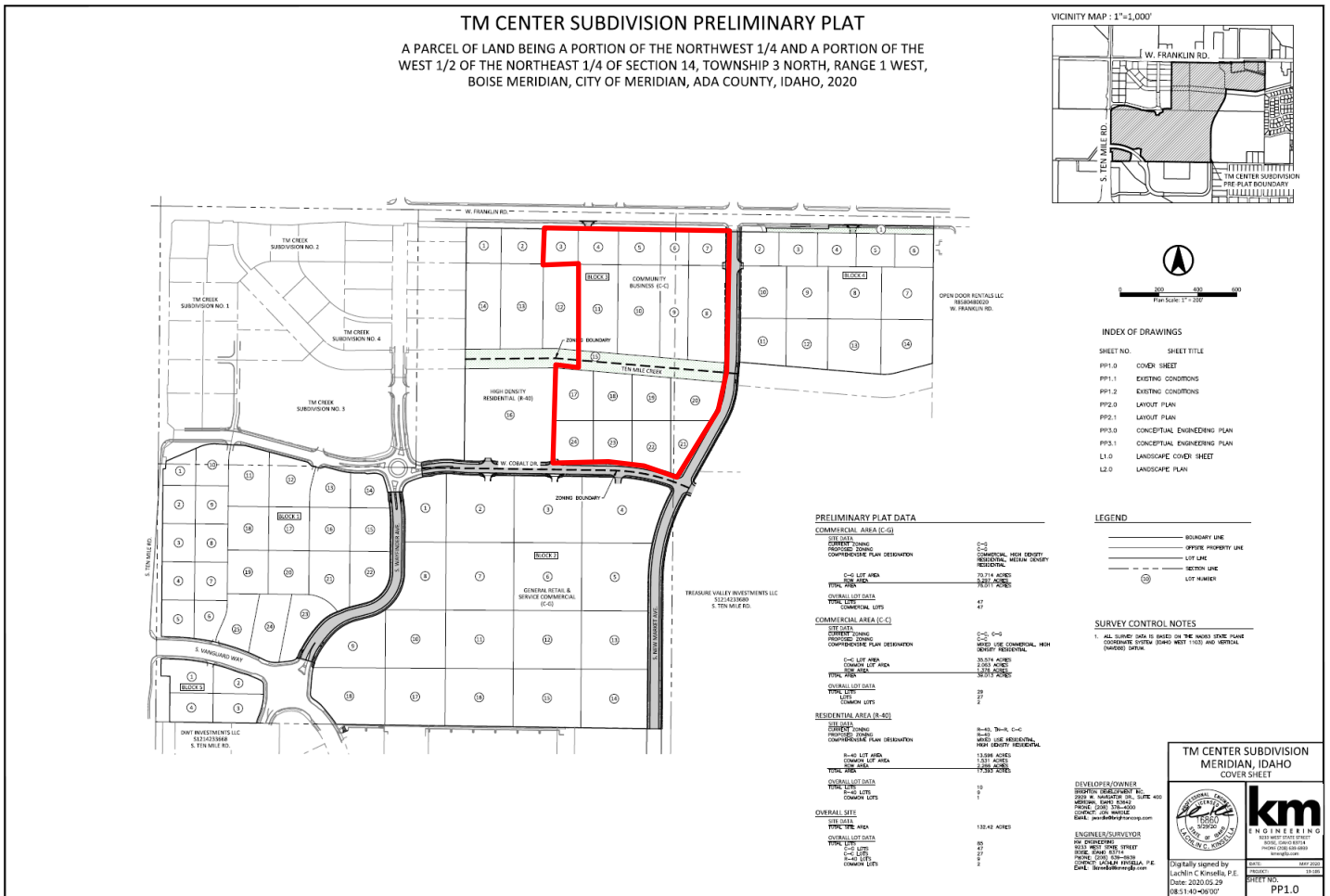
IV. DECISION

A. Staff:

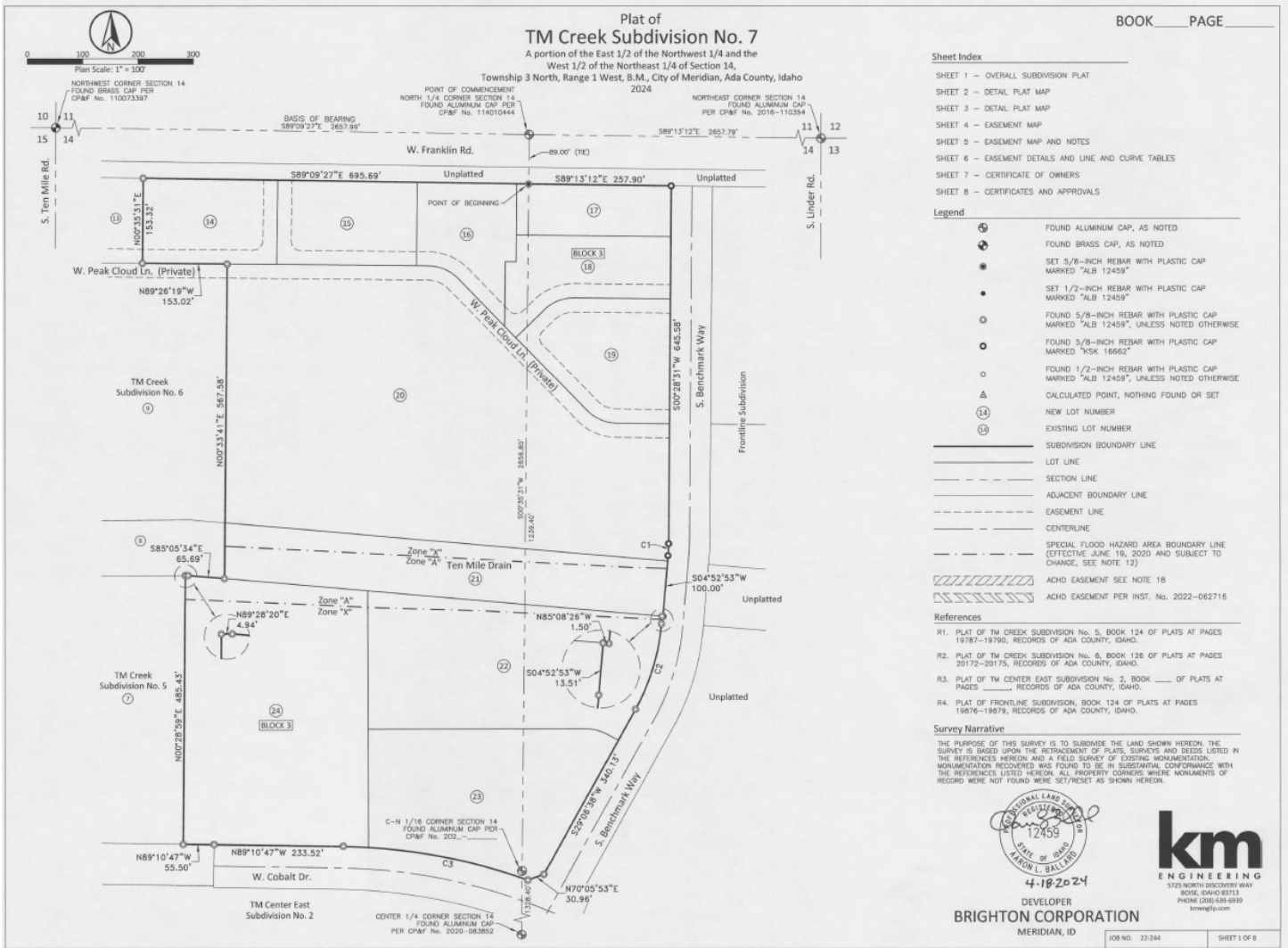
Staff recommends approval of the proposed final plat with the conditions of approval in Section VII of this report.

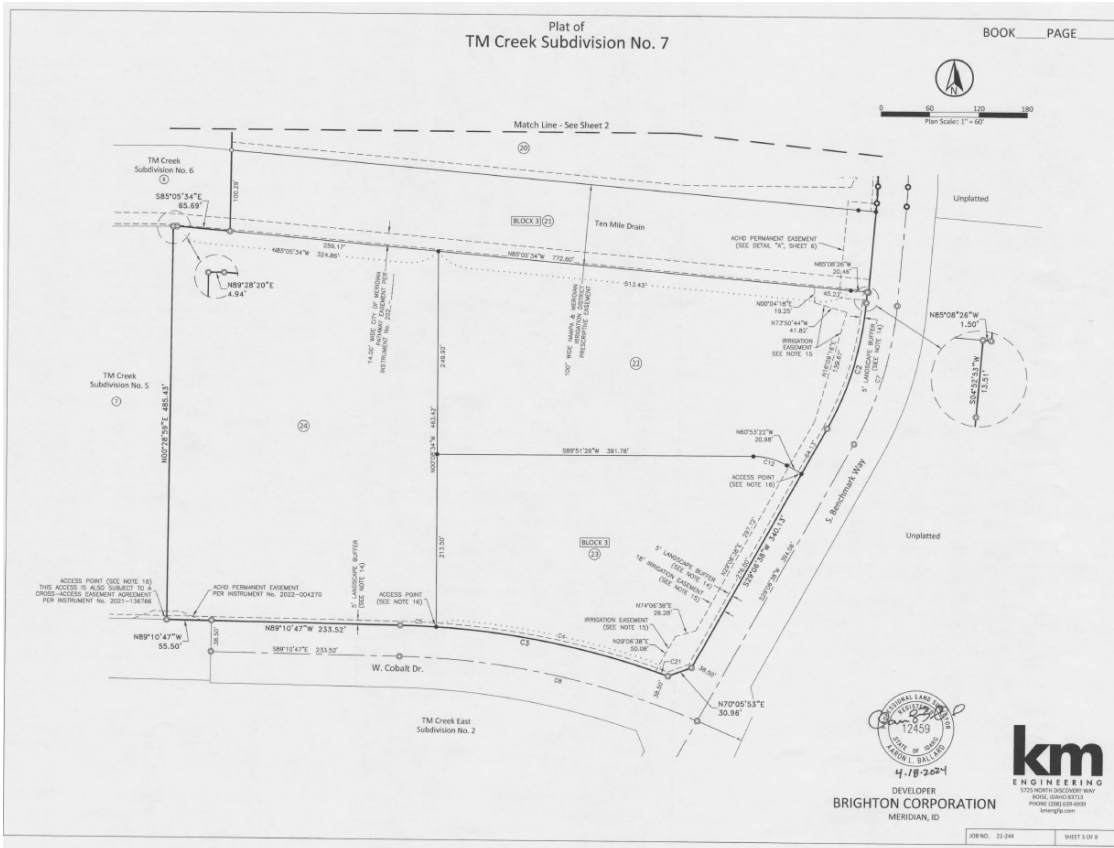
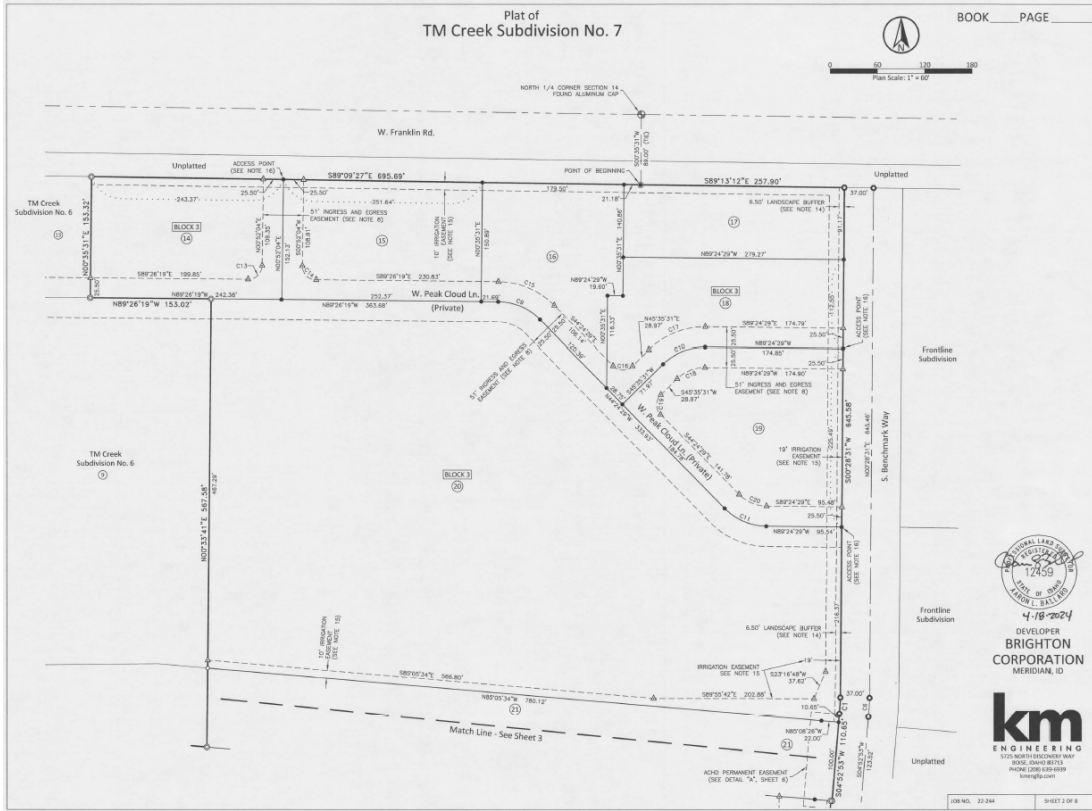
V. EXHIBITS

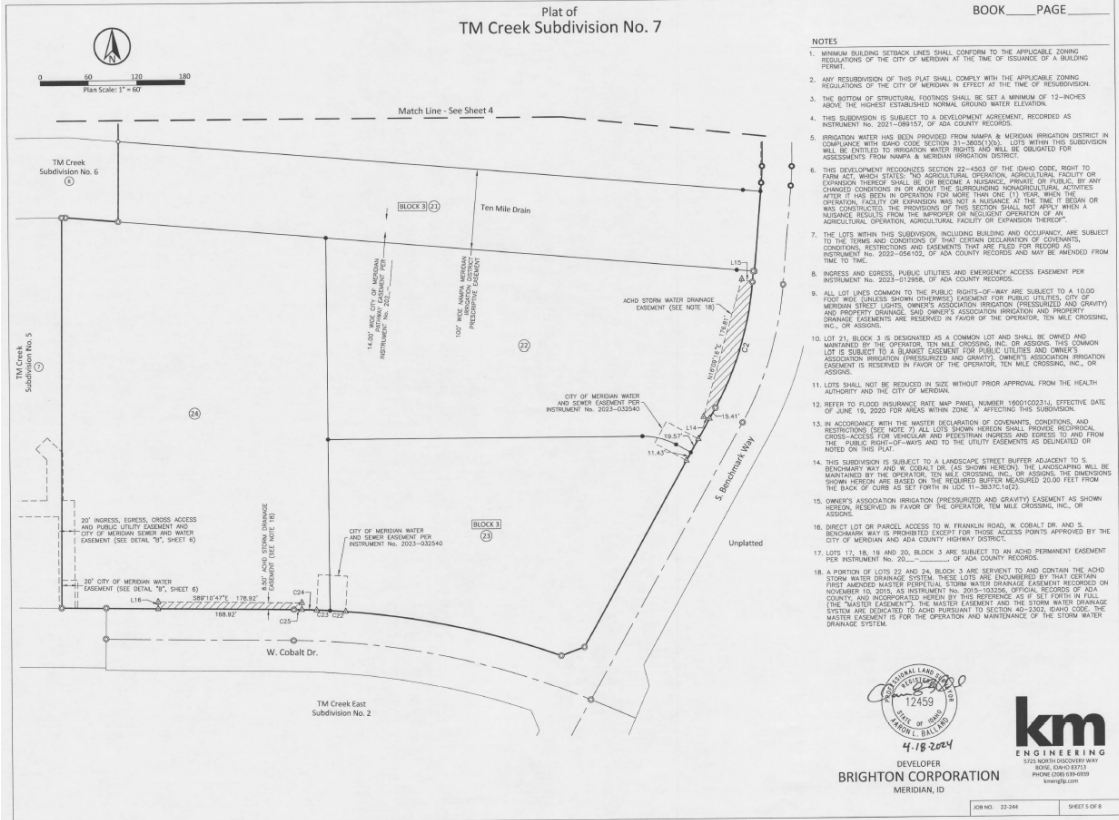
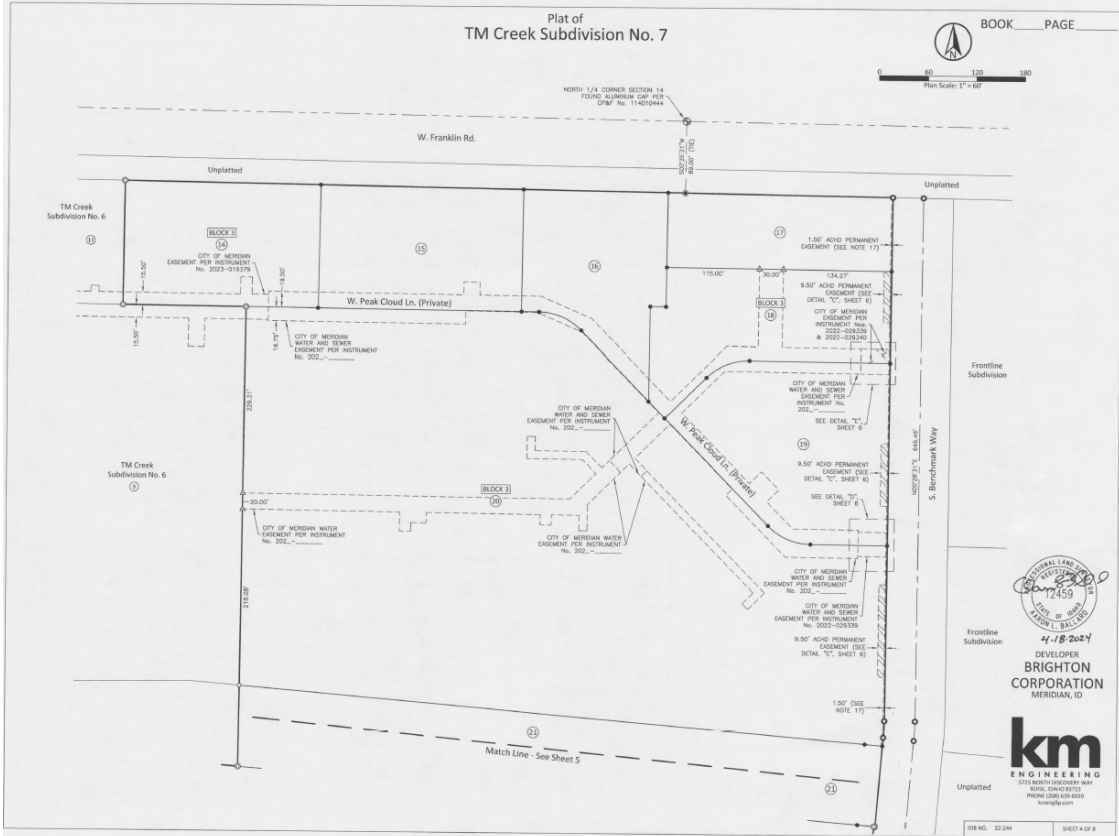
A. Preliminary Plat (dated: May 29, 2020)



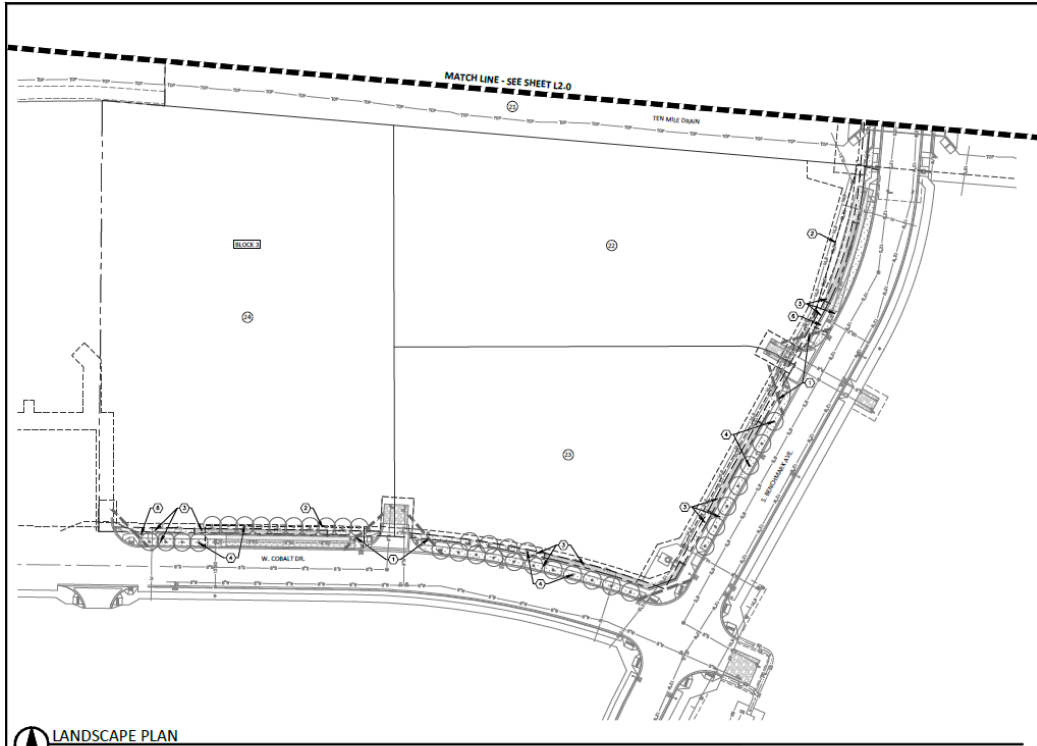
B. Final Plat (dated: 4/18/24)







- NOTES**
- MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN AT THE TIME OF RESUBDIVISION.
 - ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN IN EFFECT AT THE TIME OF RESUBDIVISION.
 - THE BOTTOM OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL SURROUNDING WATER ELEVATION.
 - THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT, RECORDED AS INSTRUMENT NO. 2023-028349, OF ADA COUNTY RECORDS.
 - IRRIGATION WATER HAS BEEN PROVIDED FROM NAWPA & MERIDIAN IRRIGATION DISTRICT IN COMPLIANCE WITH IOWA CODE SECTION 21-262(132). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSOCIATION'S FROM NAWPA & MERIDIAN IRRIGATION DISTRICT.
 - THIS DEVELOPMENT RECOGNIZES SECTION 23-450(3) OF THE IOWA CODE. RIGHT TO FARM ACT WHICH STATES: "NO AGRICULTURAL, DRINKING WATER, AGRICULTURE FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED ZONING OR BY ANY OTHER OF THE SUPERSEDED MUNICIPAL LOCAL ACTS, AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHICH THE OPERATOR, OWNER OR EXPANSION WORKER HAS COMPLIED WITH ALL ZONING OR HAS COMPLIED WITH THE PROVISIONS OF THIS SECTION AND HAS COMPLIED WITH ALL NUISANCE RESULTS FROM THE PROHIBIT OR NEGLECT OPERATION OF AN AGRICULTURAL, OPERATIONAL, AGRICULTURE FACILITY OR EXPANSION THEREOF."
 - THE LOTS WITHIN THIS SUBDIVISION, INCLUDING BUILDING AND OCCUPANCY, ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE HEALTH DECLARATION COVERING ANY CONDITION RESTRICTING AND EASEMENTS THAT ARE FILED FOR RECORD AS INSTRUMENT NO. 2023-028349, OF ADA COUNTY RECORDS AND MAY BE AMENDED FROM TIME TO TIME.
 - INGRESS AND EGRESS, PUBLIC UTILITIES AND EMERGENCY ACCESS EASEMENT PER INSTRUMENT NO. 2023-028349, OF ADA COUNTY RECORDS.
 - ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY ARE SUBJECT TO A 15.00 FOOT WIDE CROSS STREET CROSSING EASEMENT FOR PUBLIC UTILITIES AND GRADITY MERIDIAN STREET LIGHTS. OWNER'S ASSOCIATION IRRIGATION AND PROPERTY DRAINAGE EASEMENTS ARE RESERVED IN FAVOR OF THE OPERATOR, TEN MILE CROSSING, INC. OR ASSIGNS.
 - LOT 21, BLOCK 3 IS DESIGNATED AS A COMMON LOT AND SHALL BE OWNED AND MAINTAINED BY THE OPERATOR, TEN MILE CROSSING, INC. OR ASSIGNS. THIS COMMON LOT IS SUBJECT TO A EASEMENT FOR PUBLIC UTILITIES AND OWNER'S ASSOCIATION IRRIGATION (PRESUBDIVISED) AND GRADITY EASEMENT AS SHOWN HEREON IS RESERVED IN FAVOR OF THE OPERATOR, TEN MILE CROSSING, INC. OR ASSIGNS.
 - LOTS SHALL NOT BE SUBDIVIDED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF MERIDIAN.
 - REFER TO FLOOD INSURANCE RATE MAP NUMBER 19003C021A, EFFECTIVE DATE OF JUNE 19, 2020 FOR AREAS WITHIN ZONE X APPLICABLE TO THIS SUBDIVISION.
 - IN ACCORDANCE WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (SEE NOTE 1) ALL LOTS SHOWN HEREON SHALL PROVIDE REDUNDANT CROSS-ACCESS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE PUBLIC RIGHT-OF-WAYS AND TO THE UTILITY EASEMENTS AS DETAILED OR NOTED ON THIS PLAT.
 - THIS RESUBDIVISION IS SUBJECT TO A LANDSCAPE STREET BUFFER ADJACENT TO S. BENCHMARK WAY AND W. COBALT DR. (AS SHOWN HEREON). THE LANDSCAPING WILL BE MAINTAINED BY THE OPERATOR, TEN MILE CROSSING, INC. OR ASSIGNS. THE EASEMENTS SHOWN HEREON ARE BASED ON THE REQUIRED BUFFER MEASURED 30.00 FEET FROM THE BACK OF CURB AS SET FORTH IN IOWA CODE 21-363(1)(c)(3).
 - OWNER'S ASSOCIATION IRRIGATION (PRESUBDIVISED) AND GRADITY EASEMENT AS SHOWN HEREON, IS RESERVED IN FAVOR OF THE OPERATOR, TEN MILE CROSSING, INC. OR ASSIGNS.
 - SHOWN LOT OR PARCEL ACCESS TO W. FRANKLIN ROAD, W. COBALT DR. AND S. BENCHMARK WAY IS PERMITTED EXCEPT FOR THOSE ACCESS POINTS APPROVED BY THE CITY OF MERIDIAN AND ADA COUNTY RECORDS.
 - LOTS 17, 18, 19 AND 20, BLOCK 3 ARE SUBJECT TO AN ACHD PERMANENT EASEMENT PER INSTRUMENT NO. 2023-028349, OF ADA COUNTY RECORDS.
 - A PORTION OF LOTS 22 AND 24, BLOCK 3 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCOMPASSED BY THE CITY OF MERIDIAN WATER AND SEWER PER INSTRUMENT NO. 2023-028349, OF ADA COUNTY RECORDS. THE MASTER EASEMENT AND THE MASTER EASEMENT AND THE MASTER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-120(3) IOWA CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.



PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	NATURE	HOW
(Symbol: Circle with dot)	18	EXISTING TREES TO REMAIN			PROTECT AND MAINTAIN
(Symbol: Circle with cross)		EXISTING TREES TO REMOVE			REMOVE
(Symbol: Circle with dot and cross)		EXISTING SHRUBS TO REMOVE			REMOVE
(Symbol: Circle with dot and cross)		EXISTING SHRUBS TO REMAIN			PROTECT AND MAINTAIN

- KEY NOTES (TYPICAL) (G)**
1. CLEAR VIEW TRIANGLE: ALL TREES SHALL BE PLANTED WITHIN A CLEAR VIEW TRIANGLE. THE MAXIMUM CLEARANCE SHALL BE 10 FEET FROM THE CENTER OF THE ROAD. THE CLEAR VIEW TRIANGLE SHALL BE 2 FEET FROM THE ADJACENT STREET DRIVE.
 2. IF ANY NEW CLEAR VIEW TRIANGLE TREES SHALL NOT BE PLANTED WITHIN THE 10' CLEAR ZONE OF ALL EXISTING DRIVE PAVEMENT STRUCTURES, OR PARKING.
 3. EXISTING LANDSCAPING AND IRRIGATION TO REMAIN: RETAIN, PROTECT, AND MAINTAIN ALL EXISTING LANDSCAPING AND IRRIGATION SYSTEMS. ALL EXISTING LANDSCAPING AND IRRIGATION SYSTEMS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING LANDSCAPING AND IRRIGATION SYSTEMS THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING LANDSCAPING AND IRRIGATION SYSTEMS THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING LANDSCAPING AND IRRIGATION SYSTEMS THROUGHOUT THE CONSTRUCTION PERIOD.
 4. EXISTING TREES TO REMAIN: PRESERVE AND PROTECT. SEE PLANT SCHEDULE AND THE PROTECTION NOTES.
 5. EXISTING SHRUBS TO REMAIN: PRESERVE AND PROTECT.
 6. EXISTING SHRUBS TO REMOVE: REMOVE.

LANDSCAPE PLAN
 Plan Scale 1" = 20'



REVISIONS

NO.	DATE	DESCRIPTION

TM CREEK SUBDIVISION NO. 7
 MERIDIAN, IDAHO
 LANDSCAPE PLAN

km
 ENGINEERING
 215 NORTH GARDENWAY
 BOISE, IDAHO 83702
 PHONE (208) 333-0000
 WWW.KMENGINEERING.COM

DESIGN BY: WMS
 CHECKED BY: WMS
 DATE: JUNE 2012
 PROJECT: 12-1045

SHEET NO. L3.0

VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development (TM Center [H-2020-0074](#), DA Inst. [#2021-089157](#)).
2. The applicant shall obtain the City Engineer's signature on the subject final plat within two years of the City Engineer's signature on the previous phase final plat, *or* apply for a time extension, in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat prepared by KM Engineering, stamped on 4/18/24 by Aaron L. Ballard, included in Exhibit B shall be revised as follows:
 - a. Note #17: Include the recorded instrument number of the ACHD permanent easement.
 - b. A cross-access/ingress-egress easement shall be granted via a note on the plat or a separate recorded agreement between all non-residential lots in accord with UDC 11-3A-3A.2 and preliminary plat condition #2j.
 - c. Include the recorded instrument number of the 14' wide City of Meridian pathway easement graphically depicted on the plat on Sheet 5.
 - d. Include the recorded instrument number of the City of Meridian water and sewer easement graphically depicted on the plat on Sheet 4.
 - e. Include the recorded instrument number of the City of Meridian water easement graphically depicted on the plat on Sheet 4.
 - f. Include the number of the C-N 1/16 corner section 14 found aluminum cap per CP&F No. 202_ - _____ on Sheet 1.
 - g. In the References notes on Sheet 1, include the book and page numbers of TM Center East Subdivision No. 2.
5. The landscape plan prepared by KM Engineering, dated 4/18/24 included in Exhibit C, shall be revised as follows:
 - a. Depict a 10-foot wide multi-use pathway along the south side of the Ten Mile Creek within the easement for such with landscaping on either side of the pathway per the standards in UDC 11-3B-12C as set forth in development agreement provision #5.1.34. Pathway construction may be deferred from the final plat improvements but shall be completed prior to issuance of a certificate of occupancy for structures on adjoining Lots 22–24, Block 3.
 - b. Depict landscaping within the street buffers along W. Franklin Rd., W. Cobalt Dr. and S. Benchmark Way per the standards listed in UDC [11-3B-7C.3a](#) – all required landscape buffers along streets shall be planted with trees and shrubs, lawn or other vegetative groundcover. If an easement prohibits trees from being located within the street buffer, trees shall be depicted alongside the buffer outside of the easement.

6. A 14-foot wide public pedestrian easement shall be submitted to the Planning Division for the multi-use pathway along the south side of the Ten Mile Creek prior to signature on the final plat by the City Engineer.
7. The subject property shall be subdivided prior to issuance of any Certificates of Occupancy for the site per requirement of the Development Agreement.
8. 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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=350065&dbid=0&repo=MeridianCity>

C. Department of Environmental Quality (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=352869&dbid=0&repo=MeridianCity>

D. Kuna School District

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=350089&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: Approval of Service Order for Internet Services with Syringa Networks, LLC for the Not-To-Exceed monthly cost of \$1,980.00 for a 36-month term



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Keith Watts **Meeting Date:** 7/23/2024
Presenter: N/A - Consent **Estimated Time:** N/A
Topic: Approval of Service Order for Internet Services with Syringa Networks, LLC for the Not-To-Exceed monthly cost of \$1,980.00 for a 36-month term.

Recommended Council Action:

Approve the Service Agreement.

Background:

Procurement and the City's Legal Department has worked with Syringa on the final terms and conditions and approve.



SERVICE ORDER

ADMINISTRATIVE INFORMATION

CONTRACT STATUS

New MSA MSA on File Standard Terms
 Special Terms and Conditions Attached

ORDER DETAIL

Type: Change ReTerm
Existing Circuit ID for Change Order: _____

CUSTOMER INFORMATION

Customer Name: City of Meridian

Order Contact: Dave Tiede	Phone: +1 208-489-0496	Ext:	E-mail: dtiede@meridiancity.org
Tech/Design Contact: Eli Daniel	Phone: +1 208-489-0494	Ext:	E-mail: edaniel@meridiancity.org
Billing Contact: Accounts payable	Phone: +1 208-888-4433	Ext:	E-mail:

Billing Address: 33 E. BROADWAY AVE. MERIDIAN ID, 83642

Customer Requested Due Date: 5/31/2024

Note: Syringa Network's Point of Demarcation is the copper or fiber port handoff on Syringa Networks' premise equipment.

FUSF: Due to direction from USAC, customers of Syringa Networks are required to identify the percentage of interstate traffic that rides each circuit purchased. The percentage of interstate usage, commonly known as PIU, shall be designated as either: Less than 10% or Greater than 10%. Interstate telecommunications traffic includes, but is not limited to; broadband internet access, wireless telephony, including cellular and personal communication services (PCS); paging and messaging services; dispatch services; mobile radio services; operator services; access to interexchange service; special access; wide area telecommunication services (WATS); subscriber toll-free services; 900 services; message telephone services (MTS); telex; telegraph; video services; satellite services; and interconnected VOIP services and are subject to the FUSF Surcharge. Please review the services and percentages listed on the attached Addendum. By signing below customer warrants that the FUSF PIU selected for each service is correct.

TOTAL PRICING AND CHARGES

Current Monthly Recurring	\$1,980.00
New Monthly Recurring	\$0.00
Total Monthly Recurring	\$1980.00
Non-Recurring Charges	\$0.00

Customer and Syringa Networks, LLC ("Syringa Networks") enter into this Service Order (this "Order") as of July __, 2024 (the "Effective Date") for those services more particularly described on the attached Addendum (the "Addendum") and pursuant to the Terms and Conditions incorporated herein and attached hereto as SCHEDULE 1 (the "Terms," and, together with this Order and the Addendum, the "Agreement"). The desired installation date is subject to Syringa Networks' internal provisioning intervals, which are specific to service type and facility availability. The Order will not be considered complete until Customer has provided all required information as set forth in this Agreement, and the provisioning interval begins only after receipt of all required documentation. Customer is subject to a 30 day disconnect interval upon receipt of a disconnect order. The term of this Agreement commences on the Effective Date and, unless earlier terminated as provided in the Agreement, automatically renews on a month-to-month basis pursuant to the Terms unless one party provides the other with written notice of its intent not to renew it at least sixty (60) days prior to the end of the initial term or at least thirty (30) days prior to the end of any renewal term. Each party represents and warrants that the individual signing this Agreement below has full and complete authority to bind it.

SYRINGA NETWORKS, LLC

CITY OF MERIDIAN

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Addendum to Service Order

CARRIER CUSTOMERS ONLY

SYRINGA NETWORKS USE ONLY

CIC/OCN Code: _____
 FOC Requested DLR Requested LOA Requested

Related Order(s):
 Form Completed By: Noah Gibby

REMARKS: PLEASE PROVIDE A NARRATIVE DESCRIPTION OF THE SERVICE ORDERED

ReTerm/Upgrade-Internet Circuits

SERVICES ORDERED BY THE CUSTOMER THAT SYRINGA NETWORKS WILL SUPPLY

Service Description	SERVICE TERM	LOCATION A	LOCATION Z	FUSF PIU	NEW MRC	TOTAL MRC	TOTAL NRC
Upgrade FROM: 1Gbps to 2Gbps DIA /26 IPv4 Public IP Block - Meridian, ID (33 E BROADWAY AVE)	36	3795 S DEVELOPMENT AVE BOISE, ID, 83705 43.56816, -116.2105	33 E BROADWAY AVE MERIDIAN, ID, 83642 43.60962, -116.393	<10%	\$0.00	\$1,600.00	\$0.00
Upgrade FROM: 100Mbps to 250Mbps DIA /29 /30 IPv4 Public IP Blocks - Meridian, ID (1401 E WATERTOWER ST)	36	3795 S DEVELOPMENT AVE BOISE, ID, 83705 43.56816, -116.2105	1401 E WATERTOWER ST MERIDIAN, ID, 83642 43.60015, -116.3766	<10%	\$0.00	\$380.00	\$0.00
Totals:					\$0.00	\$1,980.00	\$0.00

SCHEDULE 1

STANDARD TERMS AND CONDITIONS

The following STANDARD TERMS AND CONDITIONS (“Terms”) are the terms and conditions under which Syringa Networks, LLC (“Syringa Networks”) agrees to sell its services (“Services”) to a customer (“Customer”) of such Services where such Customer has not entered into a Master Services Agreement with Syringa Networks.

THE FOLLOWING IS A LEGALLY BINDING AGREEMENT BETWEEN CUSTOMER AND SYRINGA NETWORKS WITH RESPECT TO SERVICES. EACH CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS THAT (i) THE CUSTOMER HAS READ, UNDERSTOOD, ACCEPTED AND AGREED TO EACH AND EVERY ONE OF THE TERMS SET FORTH BELOW; (ii) IS AT LEAST 18 YEARS OF AGE; (iii) HAS THE POWER AND AUTHORITY TO ENTER INTO THE TERMS.

The Terms will become binding upon Syringa Networks for any Service Order only when the Services are delivered to Customer. The Terms shall be immediately binding upon Customer upon its placement of any Service Order, regardless of how such Service Order is placed. Any deviations from these Terms are not valid unless expressly confirmed in a signed writing by Syringa Networks. The parties reject any and all terms and conditions that are supplemental to these Terms unless expressly approved in a signed writing by Syringa Networks. No course of prior dealing, business practices (whether existing, past or future) of Syringa Networks with respect to sales of Services through online, offline or other channels or means, or industry practices, will modify, supplement or explain the Terms used herein.

The Terms also incorporate the terms and conditions of Syringa Network’s Acceptable Use Policy (available at: http://www.syringanetworks.net/resources/acceptable_use_policy/) as if fully set forth herein. The terms and conditions of Syringa Network’s Acceptable Use Policy are subject to change with notice to Customer by publication to Syringa Network’s website as identified above; Customer is responsible for monitoring the identified website for changes.

ARTICLE 1 - DEFINITIONS

1. Meaning. Words shall have their normal or common meanings, except as otherwise defined in this Agreement:

(a) **Affiliate:** An entity that controls, is controlled by, or is under common control with, either Syringa Networks or Customer. “Control” is the ability to affect, directly or indirectly, the policies, management and operations of an entity through ownership of voting securities, by contract, or otherwise.

(b) **Agreement:** These Terms, including incorporated Addenda, Exhibits, Schedules, Appendices and other documents, as well as any amendments made by the Parties.

(c) **Circuit.** A telecommunications facility connecting two or more Customer locations.

(d) **Effective Date:** The date on which these Standard Terms and Conditions become legally binding on the Parties, identified as the date on which Customer signs the Exhibit A Service Order.

(e) **Exhibit:** A document (including appended Schedules or other attachments) that is appended to and made part of this Agreement and pertains to a particular product, including without limitation any and all Exhibit A Service Orders.

(f) **Governmental Charges:** Charges, both retroactive and prospective, that Syringa Networks is required or permitted to collect from Customer in connection with the furnishing of Service by Syringa Networks. The charges result from the application, enforcement or interpretation of existing, new or revised laws or regulations, actions taken by federal, state, local or foreign regulatory authorities, or judicial acts or decisions (collectively, "Governmental Activity") that directly or indirectly impose costs on Syringa Networks. Governmental Charges include, but are not limited to, those arising out of local, state, federal, foreign and third-party actions, programs or requirements relating to Universal Service, number portability, TRS, E911, access, reciprocal compensation and franchising.

(g) **Network:** The telecommunications network of one of the Parties, as applicable.

(h) **On-Net Service:** Service where all locations at which Service is provided are served directly by Syringa Networks' Network, allowing the entire Service to be furnished by Syringa Networks.

(i) **Point of Presence (POP):** A specific location within a Local Access Transport Area (LATA) where Service originates or terminates.

(j) **Point of Termination:** A location at which Syringa Networks' Service responsibilities end and Customer's responsibilities begin. A Point of Termination may be the demarc where Syringa Networks and Customer interconnect at Customer Premises, a local exchange carrier's central office, or a long-distance carrier's POP identified on Exhibit A.

(k) **Premises:** A physical address at which Service is provided and identified as a Point of Termination or Service location in a Service Order.

(l) **Customer:** The person, firm, corporation or other entity that orders Service and is responsible for the payment of all charges for Service, as well as compliance with applicable requirements set forth in this Agreement.

(m) **Service:** Syringa Networks-provided telecommunications or related service described in an Exhibit, a Schedule or a Service Order. Service may include entrance cables or drop wires terminating in a Syringa Networks distribution panel (DSX) situated on Customer Premises.

(n) **Service Order or Exhibit A:** A Service request set forth on an "Exhibit A" form that specifies the type and quantity of Service desired, Premises addresses, Points of Termination, protocols, requested Start of Service Date, and other information needed to provision Service.

(o) **Service Request Date:** The Service availability date requested by Customer in a Service Order.

(p) **Start of Service Date:** The date Service is first available for use by Customer, which date may be an accepted Service Request Date or the date Syringa Networks notifies Customer of Service availability. Syringa will commence billing Customer for the Service(s) ordered as of the Start of Service Date for the Term indicated in the Service Order ("Exhibit A").

(q) **Taxes:** Amounts Syringa Networks is required or permitted by federal, state, local or foreign taxing authorities to collect from Customer in connection with the furnishing of Service. Taxes include, but are not limited to, personal property taxes on property used to provide Service and sales, use, receipts, telecommunications, excise, utility, or other similar transaction-based taxes, however designated, imposed directly on the Service or upon Syringa Networks as a result of its provision of Service. "Taxes" does not include any tax based on Syringa Networks' net income, net worth, capital structure or payroll.

ARTICLE 2 - SERVICE; OBLIGATIONS/LIMITATIONS

1. Service. Syringa Networks will provide, and Customer will receive, the Service or Services as set forth in an Exhibit A and such subsequent Exhibit A as the Parties may mutually agree. Syringa Networks shall not be required to provide any Service for which it has not received a signed Exhibit A and signed billing information schedule from Customer. Syringa Networks will be deemed to have accepted such Exhibit A at such time as Syringa Networks signs the Exhibit A. Notwithstanding the foregoing, any Exhibit A not signed by Syringa Networks will be deemed valid and binding upon the Parties upon commencement and acceptance of the Services ordered pursuant to such Exhibit A.

2. Availability of Facilities.

(a) Service is offered and furnished subject to the availability of all necessary facilities, including those acquired by Syringa Networks from or through third parties. Service where one or more of the locations at which Service is provided is not served directly by Syringa Networks' Network, may require that a portion of Service be furnished by a third-party service provider. When Syringa Networks provides a portion of Service furnished by a third-party, the terms, conditions and pricing is done on an individual case basis ("ICB") and will be subject to the requirements of the underlying service provider for that part of the Service it provides. Syringa Networks may limit or allocate Service, if necessary, due to facilities availability, taking into account Syringa Networks' then-current and projected capacity and the reasonable expectations of its existing and future customers.

(b) Except as expressly provided otherwise in an Exhibit or Service Order, Syringa Networks, following the provision of reasonable notice to Customer, may: (1) alter the methods, processes or suppliers by or through which it provides Service; (2) discontinue furnishing a feature or supporting an application associated with Service; (3) change the facilities used to provide Service; or (4) substitute comparable Service for that being furnished to Customer.

(c) Except as expressly provided otherwise in an Exhibit or Service Order, the facilities used to provide Service will be of Syringa Networks' exclusive choosing. In no event will title to those facilities vest in Customer or any other individual or entity.

3. Equipment and Access to Premises.

(a) Syringa Networks will own and control all Syringa Networks equipment necessary to provide the Service, which will remain Syringa Networks' personal property regardless of where located or attached ("Syringa Networks Equipment"). Syringa Networks may upgrade, replace or remove Syringa Networks Equipment, regardless of where located, so long as the Services continue in effect as set forth herein. Customer may not alter, move or disconnect Syringa Networks Equipment and is responsible for any damage to, or loss of, Syringa Networks Equipment caused by Customer's breach of this provision or as the result of Customer's negligence or willful misconduct. Syringa Networks has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility. Syringa Networks shall not be liable for any failure to provide or maintain any Service if such failure is the result of a lack of access rights as required hereunder.

(b) Syringa Networks may require access to Customer's premises to provision, install, inspect, maintain and repair the Services and the Syringa Networks Equipment. Customer must provide Syringa Networks with a contact and/or help desk number that can be reached at all times. Customer must also provide reasonable access rights and/or rights of way from third parties, space, power and environmental conditioning as may be required for installation and maintenance of the Syringa Networks Equipment at Customer's premises.

(c) If Customer intends to connect the Services to facilities that it does not own, it must provide Syringa Networks with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

(d) If Customer requests that Syringa Networks perform work associated with Customer's side of the Point of Demarcation, such as demarcation extensions, preparation of Customer's premises, testing of Customer's equipment or facilities, inside wiring and/or maintenance work on Customer's equipment, facilities or wiring, and Syringa Networks agrees to perform such work, Customer shall be responsible for paying Syringa Networks a time and materials charge associated with performance of the work.

4. Delays; Non-performance. Syringa Networks will not be liable to Customer or others with respect to any: (a) delay in meeting a Service Request Date; or (b) inability to provide Service after the Start of Service Date, except to the extent set forth in this Agreement.

5. Customer Information. Customer must provide all information necessary to provision Service, and/or such other information reasonably requested by Syringa Networks relating, among other things, to Customer's application or use of Service.

ARTICLE 3 - BILLING; PAYMENT; FINANCIAL STANDING

1. **Billing.** Monthly recurring charges are billed in advance; usage charges are billed in arrears; and non-recurring charges may be billed in advance or in arrears, as agreed in any Service Order. If Service is made available on a day other than the first day of a monthly billing period, or if Service is discontinued on a day other than the last day of a monthly billing period, monthly recurring charges will be prorated for the monthly billing period.

2. **Customer Payment Obligation.** Except as provided in Section 3.5 with respect to disputed amounts or as set forth on any Exhibit, Customer must pay all invoiced charges for Service without deduction or setoff within thirty (30) days of the date of an invoice ("Payment Period"). Unless otherwise permitted by Syringa Networks, payment must be made by check or wire transfer in accordance with instructions provided by Syringa Networks. If payment is made by check any restrictive endorsements or statements placed on checks will not be binding on Syringa Networks.

3. **Late Payments.**

(a) Customer may be required to reimburse Syringa Networks for all reasonable costs incurred in connection with collection activities, including attorneys' fees and court costs.

(b) Default Payments. In addition to the default interest set forth above, if Customer defaults in the payment of any sum due hereunder, Customer shall pay to Syringa Networks a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Syringa Networks will incur by reason of late payment of Customer. Acceptance of such late charge by Syringa Networks shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent Syringa Networks from exercising any of the other rights and remedies granted hereunder.

(c) Order of Application of Payments. All payments hereunder shall be applied first to fees, charges, including late charges, attorney's fees and costs, if any, then to interest and then to principal (with the oldest outstanding principal amounts being the first to be paid).

4. **Customer Financial Standing.** Upon a good faith determination by Syringa Networks that a change has occurred in Customer's financial condition, Syringa Networks may request information from a reporting agency to enable Syringa Networks to assess Customer's credit history and current credit standing. Customer hereby consents to all such inquiries. Based on the information acquired, Syringa Networks may change its billing arrangement with Customer including, without limitation, requiring weekly payments or a deposit of up to two (2) times Customer's aggregate monthly invoicing for the most recently invoiced monthly billing period.

5. **Bill Disputes.** To dispute an invoice, Customer must notify Syringa Networks by submitting its dispute as provided in Section 15.1, which dispute must include billing information, Circuit number(s), and any opened trouble ticket number(s), along with a full explanation of the basis of the disputed charges. Except as provided in an Exhibit, Customer, in good faith, may withhold the disputed amount but, nevertheless, must pay

the undisputed remainder of the invoice within the Payment Period. No charge may be disputed more than sixty (60) days after the date of the invoice on which a charge appears. Any Customer payment of a charge timely disputed and in the manner required will not deprive Customer of its right to dispute the charge. Syringa Networks will investigate Customer's claim with a view toward resolving the dispute within thirty (30) days of Syringa Networks' receipt of Customer's notice. Following an investigation in which Customer cooperates with Syringa Networks, Syringa Networks may in good faith reject Customer's claim, in whole or in part, and will advise Customer of the reason for its action. If the dispute is not resolved to Customer's satisfaction, the Parties may further address the dispute pursuant to Article 13.

6. Bill Dispute Consequences. If a disputed amount withheld by Customer is determined to have been a legitimate charge, interest at the Default Rate of Interest may be charged, at Syringa's discretion, on the amount not paid within the original Payment Period, and Customer must pay the total amount due and owing within five (5) business days of its receipt of notice of the determination from Syringa Networks.

7. Pricing Changes. Through no less than forty-five (45) days prior written notice to Customer delivered at any time after the initial Service Term for the respective Services as identified on Exhibit A, Syringa Networks is entitled to change its pricing for such Services (including, without limitation, amounts for both monthly recurring and/or non-recurring charges).

ARTICLE 4 - TAXES AND GOVERNMENTAL CHARGES

1. Applicability. Unless otherwise expressly set forth on Exhibit A, the monthly recurring fees do not include any Government Charges and/or Taxes that may be imposed by any Governmental Activity in relation to the Service. Customer is responsible for payment of any Government Charges and/or Taxes except those based on Syringa Networks' net income, personal and real property, and assets.

2. Payment and Other Obligations. Customer must pay existing and future Taxes and Governmental Charges and comply with new or revised terms and conditions imposed by Syringa Networks as a result of Governmental Activity. Syringa Networks will provide thirty (30) days' notice to Customer of any new or revised terms and conditions resulting from Governmental Activity and such new or revised terms shall be effective immediately. If Syringa Networks decides to impose new or revised terms and conditions neither mandated by nor consistent with a Governmental Activity, Syringa Networks will furnish Customer with at least thirty (30) days notice of the new or revised charge or terms and conditions, and Customer may discontinue the affected Service, without any termination or other payment obligation (except for any charges owed for Service up to the time of termination), by furnishing Syringa Networks written notice of its intent to discontinue the Service no later than thirty (30) days after receipt of Syringa Networks' notice of the new or revised charges, terms or conditions.

3. Exemption Certificate. If Customer believes itself to be exempt from any Taxes or Governmental Charges, it may provide Syringa Networks with a certificate demonstrating its eligibility for exemption. If the certificate is accepted, Syringa Networks will cease imposing the applicable Taxes or Governmental Charges and, if such charges previously had been imposed and collected, Syringa Networks will credit Customer in an amount equal to the charges paid by Customer during the ninety (90) day period

immediately preceding the delivery of the accepted certificate, unless otherwise required by law or regulation.

4. Survival. Customer's obligation to pay Taxes and Governmental Charges under this Article 4 will survive the expiration or early termination of this Agreement.

ARTICLE 5 - TERM AND TERMINATION

1. Term. The term of this Agreement will commence on its Effective Date and remain in effect until the expiration of the latest Service Term for any Service(s) appearing on any Addendum to Exhibit A (Service Order) and incorporated under these Terms (as appearing at http://www.syringanetworks.net/support/terms_and_conditions/). Thereafter, the Service Term will automatically renew on a month-to-month basis unless one Party provides the other with written notice of its intent not to renew it at least sixty (60) days prior to the end of the initial service term or at least thirty (30) days prior to the end of any renewal term.

2. Termination and Discontinuation of Service.

(a) **Procedure.** If Customer terminates this Agreement (other than as provided in Section 15.1) or discontinues a Service for any reason, Customer must provide Syringa Networks with written notice in accordance with Article 15. Termination of this Agreement or any Service requires thirty (30) days prior written notice. For discontinuation of Service, the notice must identify the affected Service(s) (e.g., the Circuit ID and its Primary and Secondary locations) and provide the requested termination date for discontinuation, which may not be less than thirty (30) days from the date Customer's notice is received by Syringa Networks. A purported termination or discontinuation employing any other form of communication, or which fails to include essential information, will be ineffective, and Customer will remain fully obligated to Syringa Networks.

(b) **Early Termination or Discontinuation.** Unless otherwise agreed by the Parties in writing, if Customer terminates any Service ordered under this Agreement after the Start of Service Date but prior to the expiration of the Service Term set forth in any Service Order or Exhibit A, or for any early termination of Service due to an event of default by Customer for which Syringa has a right of termination of any Service prior to the expiration of the Service Term, Customer will be liable to Syringa for the Early Termination Liability as follows:

(i) All unpaid amounts for Service provided through the date of termination, including all monthly recurring charges and non-recurring charges, interest, late fees and charges, and attorney's fees and costs of collection; and

(ii) One hundred percent (100%) of the remaining monthly recurring charges that would have been incurred for Service for all remaining months of the Service Term, plus interest, late fees and charges, and attorney's fees and costs of collection, if applicable.

(c) **Termination Before Start of Service.** If Customer terminates any Service ordered under this Agreement after the Effective Date indicated on any Service Order or Exhibit A, but before the Start of Service Date, Customer is responsible for any and all of

Syringa Network's past, present, and future expenses associated with establishing Service to Customer.

ARTICLE 6 – RESERVED

ARTICLE 7 - WARRANTIES

1. The Parties. Each Party represents and warrants it is, and will remain, duly organized, validly existing, and in good standing under the laws of the place of its origin and possesses all the authority necessary to enter into and perform its obligations under this Agreement.

2. Syringa Networks. Syringa Networks represents and warrants that: (a) its On-Net Service is designed, installed, provided, and maintained in compliance with applicable legal requirements; and (b) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its Services to Customer.

3. Customer. Customer represents and warrants that: (a) all Customer traffic handled by Syringa Networks is compliant with applicable legal requirements and those established in the Terms; and (b) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services.

4. Exclusion of Other Warranties. THE WARRANTIES SET FORTH IN SECTION 7.1 THROUGH SECTION 7.3 ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON- INTERFERENCE, AND NON-INFRINGEMENT.

ARTICLE 8 – DEFAULT AND REMEDIES

1. Default Events. A Party is in default under this Agreement if any of the following occurs (each an "Event of Default"):

(a) a Party becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors or initiates any proceeding seeking protection from its creditors; or

(b) a Party violates any legal requirement relating to the provision or receipt of Service, and the violation is not remedied within thirty (30) days of receipt of written notice of the violation;

(c) except as may otherwise be provided in an Exhibit, a Party fails to perform a material obligation under this Agreement (other than the payment of money), and the failure is not remedied within thirty (30) days of receipt of written notice of the failure. A failure of Service is not a default entitling Customer to terminate the affected Service or this Agreement; or

(d) Customer fails to pay any amounts due hereunder, and the failure is not remedied within ten (10) days of written notice of the failure; provided, however, Syringa

Networks shall not be required to provide such notice more than two times in any twelve-month period and such failure to pay when due thereafter shall be deemed an Event of Default without notice.

2. Default Remedies. Upon any Event of Default hereunder, the non-defaulting Party shall have the following remedies, to be exercised at its option, in addition to other remedies at law or in equity:

(a) **Termination for Non-Monetary Breach.** In addition to remedies available at law or in equity, the non-defaulting Party may terminate this Agreement (including its Exhibits and Service Orders, both implemented and pending), in whole or in part, for any Event of Default other than the failure to pay any sums due hereunder.

(b) **Remedies for Failure to Pay.** Upon any Event of Default arising from the failure to pay any sums due hereunder, Syringa Networks may, at its option, do one or more of the following: (a) refuse to accept additional Service Orders; (b) without further notice, suspend and/or disconnect Service furnished under this Agreement or any Service Order until Customer has paid all past due amounts owed, with interest and late charges as set forth in these Terms;

(c) offset unpaid balances with amounts Syringa Networks may owe Customer under any other agreement between the Parties; or (d) terminate any and all Services furnished under this Agreement or any Service Order. Following any suspension or disconnection of Service for non-payment, Service will not be restored until Customer pays in full all charges then due, including any late fees, interest, collection costs, and the costs incurred by Syringa Networks in restoring Service. If Customer fails to make full payment of the charges due within thirty (30) days of such suspension or disconnection, Service will be terminated effective as of the date of suspension.

(d) **Early Termination Liability.** A payment default or other default by Customer resulting in termination of this Agreement or any Service ordered pursuant to this Agreement will entitle Syringa Networks to collect from Customer applicable Early Termination Liability as set forth in Section 5.2.

ARTICLE 9 – CONFIDENTIAL INFORMATION

1. Confidential Information. Each Party must protect the other's confidential information with the same degree of care used to protect its own confidential information, but in no event may less than a reasonable standard of care be used by either Party in connection with the preservation of the other Party's confidential information. Confidential information shall be used by the recipient only for the purposes of performance under these Terms, any Service Order, and the Schedules comprising this Agreement.

2. Non-Disclosure. Neither Party shall disclose, publish, release, transfer or otherwise make available confidential information of, or obtained from, the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. The Parties shall, however, be permitted to disclose relevant aspects of the other's confidential information to their officers, directors, employees, auditors, attorneys and representatives, to the extent that such disclosure is not restricted under these Terms, any Service Order, or the Schedules comprising this Agreement and only to the extent that such disclosure is reasonably necessary for the performance of its duties and

obligations under these Terms and the Schedules; provided, however, that the recipient shall be responsible for ensuring that such officers, directors, employees, auditors, attorneys and representatives abide by the provisions of this Article 9.

3. Permitted Disclosures. Notwithstanding the foregoing:

(a) To the extent it is required to disclose such information in the context of any administrative or judicial proceeding, recipient may do so to the minimal extent required to comply with such required disclosure, provided that, to the extent permitted by applicable law, prior written notice of such disclosure and an opportunity to oppose or limit disclosure is given to disclosing Party, and such disclosed information shall continue to be safeguarded as confidential unless and until it falls under an exception set forth in Section 9.3(b) below; and

(b) Recipient shall have no obligation under these Terms with respect to any confidential information disclosed to it that (i) recipient can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of recipient's breach of its obligations under these Terms; (iii) is independently obtained from a third party whose disclosure violates no duty of confidentiality; or (iv) is independently developed by or on behalf of recipient without use of or reliance on any confidential information furnished to it under these Terms.

ARTICLE 10 - INDEMNIFICATION

1. Syringa Networks' Indemnification of Customer. Syringa Networks will defend and indemnify Customer, its employees, directors, officers, and agents, from and against any suit, proceeding, or other claim brought by any person or entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful act or omission of Syringa Networks in the provision of Service; or (b) Syringa Networks' violation of any of its representations and warranties under this Agreement.

2. Customer's Indemnification of Syringa Networks. To the extent allowed by law, Customer will defend and indemnify Syringa Networks, its employees, directors, officers and agents, from and against any suit, proceeding, or other claim brought by any person or entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) representations regarding the nature of Customer's traffic; (c) any use or resale of Service by Customer or others; or (d) Customer's violation of any of its representations and warranties under this Agreement.

3. Intellectual Property. If Service, by itself as provided by Syringa Networks, becomes, or if Syringa Networks reasonably believes it may become, the subject of a suit, proceeding or other claim by any person or entity (not a party to or an Affiliate of a party to this Agreement) that the Service directly infringes U.S. patent, trademark or copyright rights of such person or entity, Syringa Networks at its own expense and option will: (a) procure the right to continue to provide Service; (b) modify or replace Service with a different one having substantially similar functionality; or (c) discontinue the Service and,

as appropriate, refund to Customer a pro-rata portion of charges paid by Customer through the date of Service discontinuance.

4. Procedure. If a claim is made against Syringa Networks or Customer, the Party in receipt of the claim will notify the other Party in writing no later than sixty (60) days after learning of a potential claim and will provide assistance and information as reasonably necessary.

5. Limitation. Sections 10.1 and 10.3 set forth the entire liability of Syringa Networks, and Customer's sole and exclusive remedies, with respect to any claim subject to indemnification under this Agreement.

6. Survival. These indemnification obligations will survive termination of this Agreement.

ARTICLE 11 - LIMITATION OF LIABILITY

1. Consequential Damages. Neither Party is liable to the other for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever including, without limitation, any lost profits, lost revenues, lost savings or any other business loss including goodwill, loss of use of property, loss of data, cost of substitute performance equipment or services, downtime costs, and claims for damages or harm to business regardless of foreseeability or whether damages are caused by the negligence, willful misconduct, or wrongful act arising from or related to these Terms. A Party's out-of-pocket costs for damages of the kinds specified in the preceding sentence that are recovered by a third party are indirect damages to such Party, and each Party releases the other Party and its Affiliates, as well as their respective officers, directors, managers, employees, and agents, from damages from such claim(s), except to the extent they constitute claims for which indemnification is due under Sections 10.1 and 10.2.

2. Liability Limits. SYRINGA NETWORKS' ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT IS LIMITED TO THE LESSER OF THE DIRECT DAMAGES ALLEGED AND PROVED BY CUSTOMER OR THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICE DURING THE THREE (3) MONTHLY BILLING PERIODS IMMEDIATELY PRECEDING A CLAIM. The foregoing limitations apply to all causes of action and claims irrespective of their nature, including breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort.

ARTICLE 12 - FORCE MAJEURE

With the exception of payment of fees and charges due under this Agreement and except as otherwise expressly provided in this Agreement, neither Party shall be liable to the other Party under this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control and without its fault or negligence, including without limitation, unusually severe weather conditions; earthquakes; floods; nuclear accidents; acts of God; epidemics; war, terrorist acts, riots, insurrections and civil disturbances; government regulations; acts of civil or military authorities or the public enemy; and fuel or energy shortages (collectively "Force Majeure"). The Parties agree that no labor dispute concerning the personnel and subcontractors of either Party will be considered a Force Majeure event.

ARTICLE 13 - DISPUTE RESOLUTION

The undersigned Parties acknowledge and understand that they are transacting business in the state of Idaho and that this Agreement was negotiated, accepted and shall be performed in Idaho.

- 1. Applicable Law and Venue.** This Agreement will be governed by the laws of the State of Idaho without regard to choice of law principles. The Parties agree any action arising out of or relating to this Agreement not otherwise resolved through Section 13.3, may be brought in state courts located in Ada County, Idaho, or in the United States District Court for the District of Idaho, and each Party hereby irrevocably and unconditionally submits to such jurisdiction and venue. The Parties agree and acknowledge that the transaction contemplated herein is initiated in Idaho, this Agreement was formed in Idaho, and performance of this Agreement shall be in Idaho. Each Party agrees to personal jurisdiction in Ada County and waives any objection to jurisdiction or venue there.
- 2. Litigation Election.** Either Party may elect to litigate the following type of case or controversy: (a) an action seeking equitable relief; (b) a suit to compel compliance with this dispute resolution process; or (c) non-compliance with a Party's publicity obligations. Syringa Networks may elect to litigate billing or payment disputes or collections matters.
- 3. Mediation.** The Parties may elect to engage in non-binding mediation as a first alternative to litigation. Such an election must be mutual and reflected in a writing signed by both Parties. Each Party will bear its own costs in mediation and all third party mediation costs will be shared equally between the Parties, unless otherwise agreed.

ARTICLE 14 - ASSIGNMENT

- 1. Assignability.** Upon at least thirty (30) days written notice, either Party may assign this Agreement to an Affiliate without the prior written consent of the other Party. In connection with any assignment by Customer to an Affiliate, or a merger, reorganization or sale of all or substantially all Customer assets to a third party, the assignee must: (a) assume, in writing, all responsibilities and obligations under this Agreement; (b) be at least as creditworthy as Customer (as determined by Syringa Networks in its reasonable discretion) as of the Effective Date of this Agreement; and (c) deliver to Syringa Networks executed documents that are acceptable to Syringa Networks and establish the terms of the Assignment.
- 2. Prior Agreement.** If this Agreement is assigned to an entity that, prior to the assignment, had an agreement with Syringa Networks, the service being provided will continue to be governed by that prior agreement, and the Service provided under this Agreement will be governed by these Terms, each without reference to the other.

ARTICLE 15 - NOTICES

- 1. Bill Disputes.** Customer must submit a dispute of any invoiced charge(s) electronically to accounting@syringanetworks.net or such other address as Syringa Networks may specify from time to time.
- 2. Service Discontinuation.** Customer must submit a request to discontinue a Service to disconnects@syringanetworks.net or such other address as Syringa Networks

may specify from time to time. A request to discontinue Service will be effective no sooner than thirty (30) days after receipt thereof.

3. Other Matters. All other notices under this Agreement, including any notice pertaining to termination of this Agreement, must be in writing and delivered by overnight courier (e.g., Federal Express, DHL) or certified mail, return receipt requested, or via electronic mail to the persons whose names and business addresses appear below. A notice will take effect on the date of its receipt by the receiving Party:

If to Syringa Networks: Syringa Networks, LLC.
12301 W. Explorer Drive
Boise, Idaho 83713 Attn:
Greg Lowe, CEO
[Email: glowe@syringanetworks.net](mailto:glowe@syringanetworks.net)

If to Customer: To the address on file at the time Customer
submits a Service Order

Syringa Networks may change its address and point(s)-of-contact by notifying Customer by bill message insert, email or in accordance with the requirements established in this Article.

ARTICLE 16 - MISCELLANEOUS

1. Interpretation. This Agreement may not be construed or interpreted against either Customer or Syringa Networks because that Party drafted, or caused its legal representative to draft, any of its provisions.

2. Order of Precedence. If there is an express inconsistency between a Term set forth herein, by itself, and a term in any Exhibit, or other contract document (including any Non-disclosure Agreement), the order of precedence, from the most to the least controlling, is the term contained in:

(a) the Exhibit or other contract document (including any Non-disclosure Agreement); then

(b) these Terms.

3. Syringa Networks Facilities, Equipment and Software. Syringa Networks facilities, including equipment and software, used to provide any Service will remain the exclusive property of Syringa Networks or its assignee, and nothing contained in these Terms can be interpreted to convey to Customer any right, title or interest in the facilities, equipment or software, which will remain personal property even if attached to or embedded in realty. Customer may not remove or conceal any identifying plates, tags, or labels affixed to Syringa Networks facilities or equipment, nor may Customer alter, or attempt to alter, software furnished as part of Service. Syringa Networks may substitute or rearrange the facilities or equipment, or modify the software, so long as the quality of Service is not impaired by the changes. Upon termination of Service for any reason, Syringa Networks will retrieve its facilities and equipment from Customer Premises or Customer, at its expense, will return to Syringa Networks, within thirty (30) days of Service termination, all Syringa Networks-provided facilities and equipment, along with any software and other information or materials provided by Syringa Networks in connection with the furnishing of Service. The facilities, equipment, software or other materials retrieved or returned will be in the same condition as when initially delivered to Customer, normal wear and tear

excepted. If Customer fails to return Syringa Networks' property or allow for its retrieval, Customer must reimburse Syringa Networks, upon demand, for the replacement cost of the facilities, equipment, software, and other information or materials provided, as well as any costs incurred by Syringa Networks resulting from the Customer's failure to return Syringa Networks' property.

4. Agency; Partnership; and Third Parties. Neither Party becomes the agent or legal representative of the other Party as a result of this Agreement, nor does it create a partnership or joint venture between the Parties. In addition, this Agreement confers no rights, benefits, or remedies of any kind on third parties.

5. Waiver. No waiver of any provision in this Agreement will be binding unless in writing and signed by both Parties. The failure of a Party to insist on the strict enforcement of any provision of this Agreement will not constitute a waiver of the provision and all terms of this Agreement will remain in full force and effect.

6. Subsequent Agreement; Signatures; and Communication Methods.

(a) **Subsequent Agreement.** No subsequent agreement between the Parties concerning Service will take effect or be binding unless made in writing and signed by both Parties.

(b) **Signatures.** Any requirement for a signature in any document relating to this Agreement (other than these Terms) may be satisfied by a facsimile transmission of an original signature or by delivery of electronic mail in PDF or similar scanned format, or by an electronic symbol or process ("e-signature") attached to or logically associated with this Agreement, including any component hereof, and executed or adopted by a person having the intent to sign the document. Any person completing, submitting or executing any such document on behalf of Customer by way of the Internet or other electronic or online means represents that he/she possesses the authority to act on Customer's behalf and any such documents so delivered to, and accepted by, Syringa Networks will be binding on Customer.

(c) **Communication Methods.** Neither electronic mail nor instant messaging (IM) will be a "writing" sufficient to modify the terms of these Terms, although those methods of communication may be used otherwise in the performance of the Parties' obligations under this Agreement.

7. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes prior or contemporaneous agreements, arrangements, or understandings, both written and oral, with regard to Service. The Addenda, Exhibits and other documents to which reference has been made are integrated parts of these Terms.

8. Severability. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions in this Agreement.

9. Non-Exclusivity. This Agreement is non-exclusive. Either Party may enter into similar arrangements with others.

10. Publicity. Neither Party may issue a news release, public announcement, advertisement or other form of publicity relating to these Terms or Service without the prior written approval of the other Party.

11. Survival. The terms of this Agreement which, by their usage and context, are intended to survive this Agreement including, without limitation, the obligation to make payments for Service, will survive its expiration or termination.

12. Headings and Internal References.

(a) **Headings.** The Article and Section headings in this Agreement, including all its incorporated documents, are for convenience only and may not be considered in interpreting the provisions in which they appear.

(b) **Internal References.** Any plainly erroneous references or citations to Articles and Sections in this Agreement, including all its incorporated documents, will allow either Party to demonstrate to the reasonable satisfaction of the other Party the intended reference or citation based on logic, context and previous versions of contractual documents.

13. Electronic Documents. This document and any related agreements may be converted to, and retained solely in, electronic format. A party may provide this Agreement in electronic form and may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement and such document shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

14. Attorneys' Fees. If any action or proceeding relating to this Agreement or its enforcement is brought against any party to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements in addition to any other relief to which the prevailing party may be entitled.

15. Statutory Certifications.

(a) **China.** Syringa Networks certifies to Customer that: (i) as of the Effective Date, it is not owned or operated by the "Government of China" (defined in IDAHO CODE §67-2359); and (ii) it will not be owned or operated by the Government of China during the Term.

(b) **Israel.** Syringa Networks certifies to Customer that: (i) as of the Effective Date, it is not engaged in a "boycott of the State of Israel" (defined in IDAHO CODE §67-2346); and (ii) it will not engage in any such boycott during the Term.

(c) **Fossil Fuels/Firearms.** Syringa Networks certifies to Customer that: (i) as of the Effective Date, it is not engaged in a "Boycott" (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" (defined in IDAHO CODE §18-3302(2)(d)); and (ii) it will not engage in any such boycott during the Term.

EXHIBIT B

10.6.20

SYRINGA NETWORKS VOICE SERVICES

1. **Applicability.** This Service Exhibit (“Exhibit B”) applies only to Syringa Networks Voice Service (the “Voice Service”) and is incorporated into and made part of the Syringa Networks Standard Terms and Conditions (the “Terms”).
2. **Service Description.** The Voice Service provides Public Switched Telephone Network (“PSTN”) connectivity and optional advanced features to Customer Key Systems, PBXs and IP-PBXs through Syringa Networks dedicated network connections. Call control and features are provided by the Syringa Networks VoIP feature server.
3. **Voice Service Applications.** The Voice Service may be used as local and long-distance voice access service to serve enterprise premises telephony equipment, such as Key Systems, PBXs and IP-PBXs. The Voice Service is available only to single, distinct enterprises who will utilize the service for customary and normal business use.
4. **Required Services.** Syringa Networks requires that the Voice Service be provisioned over our own network transport. Syringa Networks must be the carrier of record for the underlying transport service. One of the following Syringa Networks Services must be purchased in conjunction with the Voice Service:
 - Syringa Networks dedicated WAN Service (Layer 2 Ethernet, or Layer 3 IPVPN service),
or
 - Syringa Networks Business Internet Access Service
5. **Supported Customer Interfaces.** The Voice Service can be delivered to a Customer in the following manner: (a) SIP Trunking over an IP network connected to an IP-PBX via Ethernet; or (b) standard PRI/Analog trunk interfaces provided by a Syringa Networks IAD (Integrated Access Device) that is installed on the Customer premise; or (C) Hosted PBX (“Cloud Voice”) that delivers voice service on per user basis to IP phone sets on the Customer premise that are owned by the customer or leased from Syringa Networks. Due to the nature and complexity of satisfying ongoing interoperability specifications between our VoIP serving platform and Customer owned IP-PBXs, Syringa Networks SIP Trunking and PRI/ Analog trunk Voice Service is limited to support specific IP-PBX manufacturers/models for which an ongoing interoperability maintenance arrangement exists between Syringa Networks’ VoIP feature server vendor and the IP-PBX manufacturer. Other manufacturer’s IP-PBXs may also be compatible, but have not been tested with the Syringa Networks VoIP platform. Syringa Networks may not be able to provide configuration guidelines, but will use reasonable efforts to test and activate non-certified or compatible devices.
6. **Voice Equipment.** Customer is solely responsible for installation and maintenance of its equipment (phone system) and for any modifications, upgrades, or physical movement of such equipment, including installation of additional equipment. Customer is solely responsible for implementing such configurations on its equipment. Customer shall provide Syringa Networks advance written notice of any modification, upgrade, or replacement of Customer’s equipment not less than ninety (90) days prior to any such modification, upgrade or replacement. Any equipment, including IP phone sets, that is

owned and installed by Syringa Networks for provision of the Voice Services, will be maintained by Syringa Networks.

7. **Other Database Updates.** Customer will utilize Syringa Networks-provided order forms to provide accurate data required by Syringa Networks to complete all updates to the LIDB, CARE, LNP, Directory Assistance and any other necessary databases. In regards to LNP, Customer agrees that it is responsible for completing and verifying LNP information before updating the 911 database.
8. **Pricing.** In addition to the applicable non-recurring charges, rates for the Voice Service consist of the following:
 - a. Monthly recurring charges for the number of concurrent call paths (SIP trunk sessions).
 - b. Monthly recurring charges for TNs (telephone numbers (DIDs), new or ported)
 - c. Monthly recurring charges at a flat-rate tier for Local and Long Distance (IntraState, Interstate & International) usage as detailed on the Exhibit A (service order).
 - d. Monthly recurring charges for Toll Free services as detailed on the service order.
9. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Exhibit. All Services other than those stated herein will be provided at the prevailing standard Syringa Networks rates. Service records will constitute full proof of the content and nature of Customer's Service(s).
10. **Flat-Rated Pricing Tiers and Call Detail Records.** Customer MRC for Local and Long Distance usage will be billed according to the flat-rate pricing Tier listed on the service order. Syringa Networks will periodically audit a customers' call usage based on call duration of each Call Detail Record ("CDR"). If a customers' average three (3) month call usage is determined to be higher than the contracted flat-rate tier, Syringa Networks reserves the right to adjust the Customer up to a higher flat-rate pricing tier that will cover the usage overages.
11. **Use of Service.** Customer may use the Voice Service for any lawful purpose provided that: (a) such use does not interfere with or impair service over any of the facilities and associated equipment constituting Syringa Networks' network; (b) such use does not impair the privacy of any communications over the facilities and equipment of Syringa Networks; (c) Customer will use the Voice Service in accordance with all laws and regulations, and the terms and conditions contained in this Schedule, and (d) Customer may use the Voice Service for inbound call center voice traffic; (e) Customer may **not** use the Voice Service for outbound call center (or similar enterprise), 900/976 based or other information or entertainment services, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, or fax "blasting." Syringa Networks reserves the right to immediately terminate the Voice Service if Syringa Networks determines, in its sole discretion, that the Customer has violated any term of this Exhibit or Standard Terms and Conditions. Customer agrees to use the Voice Service solely for Customer's own internal purposes. Customer shall not use the Voice Service, either on a stand-alone basis or in combination with any other services or products, to provide any telecommunications or other service to a third-party. Any such use by Customer shall be deemed a default under this Agreement.

12. **Fraudulent Calls.** Customer shall be responsible for paying Syringa Networks for all charges for the Voice Service, even if incurred as a result of fraudulent or unauthorized use. In the event Syringa Networks discovers or reasonably believes fraudulent calls are being made, Syringa Networks may take immediate action that is reasonably necessary to prevent such fraudulent calls from taking place, including without limitation, denying Voice Service to particular Automatic Number Identifiers (ANIs) or terminating Voice Service to or from specific locations. Syringa Networks shall use reasonable efforts to notify Customer in the event Syringa Networks takes action upon discovery of fraudulent calls. In the event Customer discovers or reasonably believes fraudulent calls are being made, Customer shall notify Syringa Networks as soon as possible at 1-800-454-7214 and open a trouble ticket.
13. **Emergency Services (911, E-911).** PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THIS SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE VOICE SERVICE WITH REGARD TO 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS.
- (A) In particular, please note that Customer will not be able to place traditional wireline 911 or E-911 calls with the Voice Service:
- In the event of a power outage, or backup power failure;
 - In the event of a loss of connectivity to the network or failure of network equipment;
 - In the event of network congestion or overutilization of the network;
 - In the event Customer uses a phone at a location other than the established fixed, primary location as determined by Syringa Networks' service records (commonly known as "nomadic" use).

Customer acknowledges that Syringa Networks has advised that the Voice Service does not support traditional wireline 911 or E-911 in these instances. Customer agrees to advise all individuals of this limitation who may have occasion to place calls using the Voice Service.

(B) Syringa Networks offers 911 Services subject to the limitations herein. The 911 Services are the static implementation of Syringa Networks E-911 Direct portfolio of services. Customer shall ensure that DID/DOD's are not used in a location different than the primary address as submitted on the Customer Service Order. Customer shall notify Syringa Networks of changes in end user location by submitting a new Customer Service Order to Syringa Networks to update service records.

***911/E-911 calling is not supported when the Voice Service is utilized at any location other than the user's fixed, primary service location.**

14. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE VOICE SERVICE(S). SYRINGA NETWORKS ALSO MAKES NO WARRANTY THAT THE VOICE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE

EXPRESSLY EXCLUDED AND DISCLAIMED. SYRINGA NETWORKS DOES NOT WARRANT THAT THE VOICE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR AT ANY MINIMUM SPEEDS.

15. **CPNI.** Customer Proprietary Network Information (“CPNI”) is Customer information acquired by Syringa from provisioning regulated telecommunications services to Customer. CPNI includes, among other things, Service identities, quantities and locations; information on how Service is being used; and Service billing information. Unless or until otherwise instructed by Customer, Syringa may use Customer CPNI or share it with its agents and independent contractors for the purpose of furnishing Customer with information about Syringa’s telecommunications-related products that may be of interest to Customer. Customer’s approval of this use of its CPNI will remain in effect until Customer contacts Syringa and indicates it no longer wishes to have its CPNI used for such purpose. To revoke its approval, Customer may contact Syringa at any time and at no cost by dialing 1-800-454- 7214.



AGENDA ITEM

ITEM TOPIC: Approval of AIA B133 Design Agreement with ZGA Architects and Planners for the Final Design Agreement for the Meridian Community Center project for the Not-To-Exceed amount of \$763,360.00



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Keith Watts **Meeting Date:** 7/23/2024
Presenter: N/A - Consent **Estimated Time:** N/A
Topic: Approval of AIA B133 Design Agreement with ZGA Architects and Planners for the Final Design Agreement for the Meridian Community Center project for the Not-To-Exceed amount of \$763,360.00.

Recommended Council Action:

Approval of Agreement.

Background:

This is the final phase and completion of the Community Center Design Project originally solicited in November 2022. The City Legal Department has been involved and has approved this Agreement. A fiscal funding clause has been included in the agreement.



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-First day of June in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address, and other information)

City of Meridian
33 East Broadway
Meridian, Idaho 83642
Telephone Number: 208-888-4433

and the Architect:

(Name, legal status, address, and other information)

ZGA Architects & Planners, Chartered
300 East Mallard Drive, Suite 325
Boise, ID 83706
Telephone Number: 208-345-8872

for the following Project:

(Name, location, and detailed description)

Meridian Community Center
Meridian, Idaho
The development of both a 17,000 - 20,000 square foot community center and an 11 acre site adjacent to existing Settler's Park located in Meridian, Idaho. Refer to Exhibit 'C' attached.

The Construction Manager (if known):

(Name, legal status, address, and other information)

Kreizenbeck Constructors
213 East 38th Street
Garden City, Idaho 83713
Telephone Number: 208-336-9500

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit 'C'.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The community center facility construction and materials TBD with a full complement of mechanical, plumbing, electrical and A-V systems. The site work will encompass full utilities, parking, landscaping including a multipurpose green space, dog park, restroom facilities and a picnic shelter.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Preliminary budget of \$10,000,000.00.00, to be refined during Schematic Design and Design Development. Exact construction cost TBD.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

init.

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User Notes:

(3B9ADA47)

Construction Documentation delivery on or around mid-December

.2 Construction commencement date:

Early 2025

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph Deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Garrett White, Recreation Manager
City of Meridian Parks & Recreation
33 E. Broadway Avenue
Meridian, Idaho 83642
Telephone Number: 208-888-3579

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Kreizenbeck Constructors

(Paragraph Deleted)

.3 Geotechnical Engineer:

Strata
8653 West Hackamore Drive
Boise, Idaho 83642

(Paragraph Deleted)

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

Land Solutions, Land Surveying and Consulting, PC
231 East 5th Street, Suite A
Meridian, Idaho 83642

HDR
412 East Parkcenter Boulevard, Suite 100
Boise, Idaho 83706

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Lance Fish, AIA
300 East Mallard Drive, Suite 325
Boise, ID 83706
Telephone Number: 208-345-8872

Email Address: lance@zga.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Axiom, Professional Limited Liability Company

Init.

Lee Harrison, S.E.
121 North 9th Street, Suite 401
Boise, Idaho 83702
Telephone Number: 208-639-4520

.2 Mechanical Engineer:

Engineering Consultants, Inc.
Cathy Miller, P.E.
303 South Federal Way, Boise, Idaho 83705
Telephone Number: 208-376-9820

.3 Electrical Engineer:

Engineering Consultants, Inc.
Bruno Loza, P.E.
303 South Federal Way, Boise, Idaho 83705
Telephone Number: 208-376-9820

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineering
Erickson Civil, Inc.
6213 North Cloverdale Road, Suite 125
Boise, Idaho 83713
Telephone Number 208-846-8955

Landscape Design
Jensen-Belts Associates
1509 South Tyrell Lane, Suite 130
Boise, Idaho 83706
Telephone Number 208-343-7175

Interior Design
ZGA Architects & Planners, Chtd.
300 East Mallard Drive, Suite 325
Boise, Idaho 83706
Telephone Number 208-345-8872

Audio-Visual
AVI Systems
12586 West Bridger Street, Suite 100
Boise, Idaho 83713
Telephone Number 208-203-3400

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4000000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

Init.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

Init.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	not provided
§ 4.1.1.2 Programming	not provided
§ 4.1.1.3 Multiple Preliminary Designs	not provided
§ 4.1.1.4 Measured drawings	not provided
§ 4.1.1.5 Existing facilities surveys	not provided
§ 4.1.1.6 Site evaluation and planning	not provided

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§ 4.1.1.7	Building Information Model management responsibilities	not provided
§ 4.1.1.8	Development of Building Information Models for post construction use	not provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	not provided
§ 4.1.1.13	Cost estimating	not provided
§ 4.1.1.14	On-site project representation	not provided
§ 4.1.1.15	Conformed documents for construction	not provided
§ 4.1.1.16	As-designed record drawings	not provided
§ 4.1.1.17	As-constructed record drawings	not provided
§ 4.1.1.18	Post-occupancy evaluation	not provided
§ 4.1.1.19	Facility support services	not provided
§ 4.1.1.20	Tenant-related services	not provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.22	Telecommunications/data design	not provided
§ 4.1.1.23	Security evaluation and planning	not provided
§ 4.1.1.24	Commissioning	not provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.26	Historic preservation	not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	not provided
§ 4.1.1.28	Other services provided by specialty Consultants	not provided
§ 4.1.1.29	Other Supplemental Services	refer to 4.1.2.1

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Audio-visual systems design

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 (Monthly) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph Deleted)

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph Deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

§ 9.7 The Architect acknowledges that the Owner is a governmental entity subject to certain funding constraints and agrees that in the event adequate funds are not appropriated for the services set forth in this Agreement, the Owner may immediately terminate this Agreement without penalty. If this Agreement is terminated pursuant to this Section 9.7, the Owner shall compensate the Architect

for
(Paragraph Deleted)

services performed prior to termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall

survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Schematic Design, Design Development and Construction Documentation, \$590,223.00

(Paragraph Deleted)

Procurement, Construction Phase, Time & Materials

(Paragraphs Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Schematic Design, Design Development and Construction Documentation, \$173,137.00

Procurement, Construction Phase, Time & Materials

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Time & Materials basis per 2024 hourly rates and indicated in Exhibit 'A' (rates for following years will be charged at that year's annually updated rates).

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Init.

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty-seven	percent (27	%)
Construction Documents Phase	Fifty-three	percent (53	%)
<hr/>				
Total Basic Compensation (SD, DD CD only)	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Paragraphs Deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per 2024 hourly rates as indicated in Exhibit 'A' (rates for following years will be charged at that year's annually updated rates).

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

Init.

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User Notes:

(3B9ADA47)

(Paragraphs Deleted)

§ 11.10 Payments to the Architect

(Paragraphs Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Compensation is scheduled to be paid from two different fiscal years, Fiscal Year 2024 and Fiscal Year 2025. Currently \$350,000 has been budgeted for Fiscal Year 2024. Architect must not complete work that exceeds \$350,000 prior to October 1, 2024. It is the Architect's responsibility to schedule all work and to adhere to the anticipated schedule. The remainder of \$413,360.00 is scheduled to be approved by Owner (City Council) in the Fiscal Year 2025 budget, estimated to be approved August 27, 2024 which will go into effect October 1, 2024. If those funds are not appropriated in by Owner (City Council) for Fiscal Year 2025, Architect will relieve the Owner (City of Meridian) of any further obligation.

12.2 Pursuant to Idaho Code §§ 67-2359 and 67-2346, the Architect hereby certifies:

.1 That the Architectural company is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.

.2 That the Architectural company is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraph Deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs Deleted)

- Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit 'A': ZGA 2024 Hourly Billing Rates

Exhibit 'B': A/E Design Fee Proposal dated 4 June 2024

(Paragraph Deleted)

Exhibit 'C' Meeting Minutes dated 21 May 2024

This Agreement entered into as of the day and year first written above

OWNER *(Signature)*

Keith Watts, Procurement Manager

(Printed name and title)

ARCHITECT *(Signature)*

Steven C. Turney, , Principal

(Printed name, title, and license number, if required)

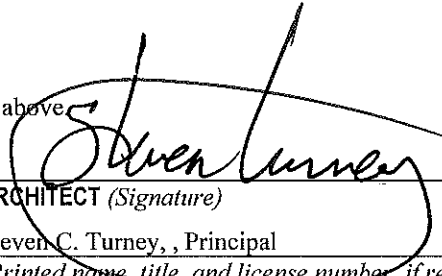


EXHIBIT 'A'

The following represents ZGA's compensation rates for services provided on a time and expense basis for 2024.

Principal	\$200 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$135 per hour
Architect 1,2,3	\$105-118 per hour
Senior Intern	\$98 per hour
Intern	\$88 per hour
Administrative	\$77 per hour
Consultants	115% of invoice to ZGA
Reimbursable Expenses	Cost + 10%
Reproduction Drawings (paper)	\$1.25/sheet
Reproduction 8 1/2 x 11	\$0.15/sheet
Vehicle Mileage	\$0.67/mile
Miscellaneous Costs (not in-house)	115% of invoice to ZGA



4 June 2024

Mr. Garrett White
Recreation Manager
City of Meridian Parks & Recreation Department
33 East Broadway Avenue, Suite 206
Meridian, Idaho 83642

Re: **City of Meridian Community Center**
Schematic Design / Design Development
Meridian, Idaho 83642
ZGA Project No.: 2264.00

Dear Garrett:

Thank you for this opportunity to work with the City of Meridian Parks & Recreation staff and with the community of Meridian, Idaho on its new community center. As requested, we are providing this fee proposal for Schematic Design, Design Development, Construction Documentation, Procurement and Construction Phases services for the Settler's Park site.

For this Work, our design team will be:

Architect: ZGA Architects and Planners, Chartered
Principal-in-Charge: Steven C. Turney, NCARB, AIA, LEED AP
Project Manager: Lance Fish, AIA

Civil Engineer: Erickson-Civil, Inc.
Project Manager: Ross Erickson, P.E.

Landscape Design: Jensen-Belts Associates
Principal: Bruce Taylor, L.A.

Structural Engineering: Axiom, PLLC
Principal: Lee Harrison, P.E., S.E.

Mechanical Engineering: Engineering Consultants, Inc.
President: Cathy Miller, P.E.

Electrical Engineering: Engineering Consultants, Inc.
Director of Electrical Engineering: Bruno Loza, P.E.

Audio-Visual Design: AVI Boise
Executive Account Manager: Greg Nettles



Background

The City of Meridian has moved forward with the purchase of the 11-acre West Ada School District site to the west of and adjacent to Settler's Park. For this phase of the Work, the City of Meridian has asked the design team to proceed with Schematic Design, Design Development, Construction Documentation, Procurement and Construction Phases services. Though earlier site layouts were provided to minimize the footprint of the building and parking, this proposal will be to provide development of the entire site and integrate it with the existing Settler's Park and to fully develop the design for the community center.

Project Description, Understandings and Assumptions

A summary of the requested services is as follows:

- Schematic Design Services
 - Conceptual site plan
 - Conceptual landscape areas
 - Conceptual floor plan
 - Conceptual building elevations
 - Conceptual building section
 - Conceptual perspective sketches of facility, site
 - Written narrative explaining design concepts, materials, systems
- Design Development Services
 - Further development of Schematic drawings
 - Site work including amenities, utilities, drainage
 - Parking, walks and integration into existing park
 - Site lighting
 - Landscape layouts
 - Mechanical Systems
 - Plumbing Systems
 - Electrical Systems
 - Fire protection systems
 - Audio visual systems
 - Outline specifications including cut-sheets of equipment, systems and products
 - Presentation materials
- Construction Documentation
 - Drawing Set
 - a. Cover Sheet
 - b. Code Analysis, Life Safety Plans, Energy Compliance Reports
 - c. Civil plan drawings and details for site development
 - d. Structural drawings as required
 - e. Site Plan and Site Details
 - f. Landscape Plans and Details
 - g. Floor Plans
 - h. Reflected Ceiling Plans
 - i. Roof Plans
 - j. Building Elevations
 - k. Building Sections, Wall Sections and Details
 - l. Door and Room Finish Schedules and Details
 - m. Enlarged Partial Plans (as required)



- n. Interior Elevations and Details
- o. Acoustical design will be integrated with the architectural drawings
- p. Mechanical, plumbing and electrical engineering drawings as required
- q. Audio-visual drawings as required for design intent
- Specifications
 - a. Specifications will be developed and issued in a separate specification manual
- Permitting as required to Authorities Having Jurisdiction and to the City of Meridian.
- Procurement Phase
 - ZGA will assist in answering bidding related questions, providing as-needed supplementary documentation. Analysis of alternative systems during this phase will be considered additional services if approved by Meridian Parks & Recreation.
- Construction Phase
 - ZGA and the consultant team will provide full construction services. Construction administration includes reviewing Contractor's submittals and shop drawings, field observations and the review of work relative to the requirements of the contract documents, providing supplementary instructions and information to the Contractor and other related support activities as requested or required.
- Other Included Services
 - SD/DD: (4) Council/Commission meetings, (6) meetings with Meridian Parks & Recreation
 - CD: (1) meeting with Meridian Parks & Recreation monthly, (5) total
 - CP: meetings at site as required with Contractor and Owner's representative

Assumptions

1. Programming per 2022 Community Center Feasibility Study and Garrett White email 26 April 2024
2. ALTA Survey provided by the City of Meridian
3. Topographical survey provided by City of Meridian
4. Geotechnical report provided by City of Meridian
5. Construction cost estimating by Contractor

Owner Responsibilities

Meridian Parks & Recreation shall have obligations and responsibilities which may include but are not limited to:

1. Services of environmental and/or geotechnical engineers which may include but not be limited to test borings, pits, soil bearing values, percolation tests, evaluation of hazardous materials, etc. with reports and recommendations.
2. Services of a Commissioning Agent: The Owner will contract directly with a 3rd party Commissioning Agent.
3. Signage and Way-Finding Graphics: the Owner will contract directly with a third party sign vendor. ZGA can facilitate and coordinate Work with this vendor will include all code required signage, all room signage, all way-finding graphics and colors, and all exterior building signage and monument site signage.
4. Payment for all third-party special inspections and material testing.
5. Payment of all agency entitlement processing, approvals, plan review, power company engineering service fees, impact fees, certificates of zoning compliance, signage permits and building permits.

Codes



2018 International Building Code
2018 International Existing Building Code
2018 International Energy Conservation Code
2018 International Fire Code
2018 International Mechanical Code
2018 International Fuel and Gas Code
2017 Idaho State Plumbing Code
2017 National Electrical Code
2009 ICC A117.1

Assumed Project Schedule

Approximate time for Construction Documentation delivery is early- to mid-November 2024, permitting and bidding by mid-January 2025.

Fee Proposal – Cost Estimate

Projected Maximum Construction Cost **\$10,000,000.00** building/site
(2022 Community Center Feasibility Study lists \$9,891,875.00)

Fee Proposal

For Basic and Supplemental Services required, we propose that our fee be established as **Seven Hundred Sixty-Three Thousand, Three Hundred Sixty and 00/100 Dollars (\$763,360.00)**. These fees are broken down by discipline and by design phase as follows:

Basic Fees (AIA B101-2017 Article 3)

Discipline	SD	DD	CD	Total
Architectural	\$ 79,680.00	\$106,240.00	\$212,480.00	\$398,400.00
Structural	\$ 4,600.00	\$ 7,763.00	\$ 47,438.00	\$ 59,801.00
Mechanical	\$ 6,762.00	\$ 22,299.00	\$ 39,066.00	\$ 68,127.00
Electrical	\$ 6,452.00	\$ 26,922.00	\$ 30,521.00	\$ 63,895.00
Total	\$ 97,494.00	\$163,224.00	\$329,505.00	\$590,223.00

Supplemental Fees (AIA B101-2017 Article 4)

Discipline	SD	DD	CD	Total
Civil	\$ 13,268.00	\$ 19,901.00	\$ 73,650.00	\$106,819.00
Landscape	\$ 7,820.00	\$ 9,430.00	\$ 17,664.00	\$ 34,914.00
Arch Interiors	\$ 1,260.00	\$ 1,680.00	\$ 3,360.00	\$ 6,300.00
Audio-Visual	\$ 5,021.00	\$ 6,778.00	\$ 13,305.00	\$ 25,104.00
Total	\$ 27,369.00	\$ 37,789.00	\$ 107,979.00	\$173,137.00

Procurement and Construction Phase Services

Procurement and Construction Phase services will be on a Time & Materials basis

Reimbursable Expenses

Printing and mounting presentation materials is a reimbursable expense and will be billed at cost + 10%.



Change of Scope

If any of the following circumstances affect our services for the project, ZGA and/or our consultants shall be entitled to an appropriate adjustment in our schedule and/or compensation:

1. Change in the instructions or approvals given by the Owner that necessitate revisions in our design/construction documents.
2. Enactment or revisions to codes, laws or regulations or official interpretations that necessitate changes to previously prepared design/construction documents.
3. Significant changes in the project including but not limited to size, quality, complexity, schedule, or budget.

General Terms

Termination or Suspension

The Owner may terminate the Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Either party may terminate the Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If services have not been completed within Twenty (20) months of the execution of an agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

If the Owner fails to make payments to the Architect in accordance with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under the Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

Basis of Agreement

All portions of AIA A201-2017 are used as a basis for contractual understanding of each party to the Work, unless otherwise agreed upon in writing.

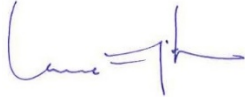
Approval

The purpose of this letter is to define our basic agreement for the Schematic Design and Design Development services. If it meets with your approval, then we will follow up with the formal services agreement.

We are ready to get started on this exciting project. Please contact me with any questions or if you require additional information.

Mr. Garrett White
4 June 2024
Page 6 of 6

Sincerely,
ZGA Architects and Planners, Chartered



Lance Fish AIA

att: Billing Rates Exhibit 'A'
cc: Job File/Div. A

EXHIBIT 'A'

The following represents ZGA's compensation rates for services provided on a time and expense basis for 2024.

Principal	\$200 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$135 per hour
Architect 1,2,3	\$105-118 per hour
Senior Intern	\$98 per hour
Intern	\$88 per hour
Administrative	\$77 per hour
Consultants	115% of invoice to ZGA
Reimbursable Expenses	Cost + 10%
Reproduction Drawings (paper)	\$1.25/sheet
Reproduction 8 1/2 x 11	\$0.15/sheet
Vehicle Mileage	\$0.67/mile
Miscellaneous Costs (not in-house)	115% of invoice to ZGA



Meeting Minutes

Meeting Date: 21 May 2024
Project Name: Meridian Community Center, Meridian, Idaho
Project Number: 2264.01
Recorded By: Lance Fish
Attendees: Garrett White / Meridian Parks & Recreation
 Steve Siddoway / Meridian Parks & Recreation
 Mike Barton / Meridian Parks & Recreation
 Steve Turney / ZGA
 Lance Fish / ZGA

An in-person meeting was held at Meridian City Hall to cover topics regarding the new Community Center located on newly purchased WASD property adjacent to Settler's Park. ZGA is tasked with ensuring that all aspects of the design are covered when resubmitting an updated fee proposal.

Site (reference "Bubble Design")

1. Remote restroom at dog park – this restroom facility to be designed for year-around use, not to be winterized. This will require an HVAC system to continue through the winter. Remote locking.
2. Dog park – need appropriate fences. May need the doggie amenities for waste cleaning, watering, etc.
3. Parking – in addition to the three "areas" for parking, there will be curbside parking along the dog parks.
4. Play amenities – playground (equipment & fibar) and a concrete slab and equipment for basketball play.
5. Open play field – gated access from the front parking lot, available for use as for overflow or event parking, no grasscrete.
6. ACHD – Meridian Parks & Recreation requests help with the pre-application documents for ACHD in getting traffic control (stoplights) at Ustick Road and Venable Avenue.

Facility (reference "Meridian Community Center")

1. Additional restrooms – exterior accessed restrooms on one end of the community center for access to the open play fields. Remote locking.
2. Security – access control throughout facility.
3. Clarification – there will be an indoor basketball court in the flex spaces. This will be a consideration for designing lighting, air and structure.

End of Meeting Minutes

The foregoing is the author's understanding of the content of this meeting. If the attendee's understanding differs from the above, please respond to the author within ten working days.

att: Bubble Design for School District Property
 Meridian Community Center – Department Vision April 2024
 cc: Div A: File
 Garrett White
 Steve Siddoway
 Mike Barton



Ross Erickson
Bruce Taylor
Lee Harrison
Cathy Miller
Bruno Loza
Greg Nettles





Meridian Community Center

The Vision:

The new Meridian Community Center will be the City's hub for community education programs. We will offer classes, camps, and activities for children, teens, adults, seniors, and families. Multi-purpose rooms of various sizes will host activities and City-sponsored community events year-round. A gym space will be multi-purpose for sports, as well as a variety of classes and other activities.

Presence & Materials:

Materials should be quality, long-lasting, durable, and low maintenance. The Community Center should have a presence at ground level that invites people into an attractive, inviting space.

Community Center Uses:

Use types for the Community Center will include multiple classes and camps for all ages, activity space, smaller performances, fitness/wellness. Most uses will be scheduled and reserved (i.e., classes, summer camps, meetings, city sports leagues), others may be drop-in (i.e., lobby). The facility will need to accommodate multiple user groups simultaneously. Building security (i.e. badge access) needs to be considered so the building may be used when not staffed.

Size:

The approximate size of the Community Center is 17,000 - 20,000 square feet. A maximum of 22,827 square feet is eligible for park impact fees.

Community Center Defined:

What it is: The Community Center will provide many new and expanded programs and services, with a focus on community education. The new Community Center will be a series of multi-use rooms for classes, camps, meetings, and City-sponsored events as described above.

What it is not: It is not intended as a place for private events, weddings, or parties; this function will be left to the private sector. It is not a performing arts center; while our community needs a future performing arts center, it will be a separate project from this one. It is not a recreation center, which typically includes weights and cardio equipment, gymnasium space, and/or an indoor pool. We intend to work with the YMCA for future partnerships to fill this need.

Building Program

Following is the draft program for the Community Center, subject to refinement through the design process:

- 1 Large Community Room / Gym Space +/- 6,000
 - For large gatherings and City events
 - City sports leagues, Pickleball
 - Multi-Purpose gym flooring
 - Divisible to accommodate community education classes
 - Stage or no stage (like an elementary school gym)?
 - Storage
- 3 Multi-Purpose Classrooms +/- 900 sf
 - For classes, meetings, etc.
 - Sink and cabinets in each
- 1 Conference Room +/- 300-400 sf
 - For a variety of community organization meetings
- Arts & Crafts Room +/- 1,500 s.f.
 - Storage
 - Floor drains
 - Space for a small kiln
 - Storage
- Fitness/Yoga Room +/- 1,500 sf
 - For a variety of exercise classes
- Demonstration Kitchen Classroom +/- 1,100
 - Catering kitchen for warming/serving, and demonstrations
- Offices/Workstations
 - Reception front counter
 - 1 large open office area with 3 8x8 workstations +/- 700
 - 1 walled office for Facility Manager
 - Counter Space and Supply Storage
 - Break Area w/ sink and cabinets
- Lobby / Drop-in Area
 - Seating Area & Tables
 - Area for Pool/Foosball/Ping Pong tables
- Restrooms
 - Men's & Women's
 - 2 Family Restrooms with seating for changing area and showers
 - No separate locker rooms
- Storage
 - Lots of it; exact needs TBD during design development
 - Decentralize, not all in one location.
- Mechanical Room
 - Washer and Dryer hookups
 - Floor sink
 - IT
 - HVAC

- Outdoor Play Area / Event Lawn
 - Patio Area
 - Connected to Community Room
 - Play Structure
 - East Facing to connect with existing park
- Parking & Delivery
 - 100+ spaces for the community center.
 - Accessible stalls, as required by code
 - Drop off/short term parking area
 - Delivery area
 - Note: Additional parking will be needed adjacent other park uses (i.e. dog park), plus another 220+/- spaces for MYB/Additional Park event parking.
 - Note: Create an access from the north parking area to the existing park maintenance shop. Create a cross access connection from the south parking area to the undeveloped lot the south.



AGENDA ITEM

ITEM TOPIC: Resolution No. 24-2463 A Resolution Approving Submission and Adoption of the Community Development Block Grant Program

CITY OF MERIDIAN

RESOLUTION NO. 24-2463

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON,
STRADER, TAYLOR, AND WHITLOCK**

A RESOLUTION APPROVING SUBMISSION AND ADOPTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2024 ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE SAME ON BEHALF OF THE CITY OF MERIDIAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary that an annual action plan be submitted to the United States Department of Housing and Urban Development (“HUD”) in order to receive Community Development Block Grant (“CDBG”) funding for the Program Year 2024; and

WHEREAS, the City held public hearings on the Program Year 2024 Action Plan on March 26, 2024, April 9, 2024, July 9, 2024, and July 16, 2024, held a public comment period to request public input on the planning process from March 15, 2024 to April 7, 2024, and a public comment period on the draft application materials from June 11, 2024 to July 17, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the Program Year 2024 Action Plan, and its certification documents, copies of which are attached hereto as ATTACHMENT A and incorporated herein by reference, be, and the same hereby are, adopted as to both form and content.

Section 2. That the Community Development Program Coordinator be, and hereby is, authorized to submit such Program Year 2024 Action Plan to HUD.

Section 3. That the Mayor and the City Clerk be, and they hereby are, authorized to respectively execute and attest the certifying documents for the Program Year 2024 Action Plan for and on behalf of the City of Meridian.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of City of Meridian, Idaho this _____ day of July, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this _____ day of July, 2024.

APPROVED:

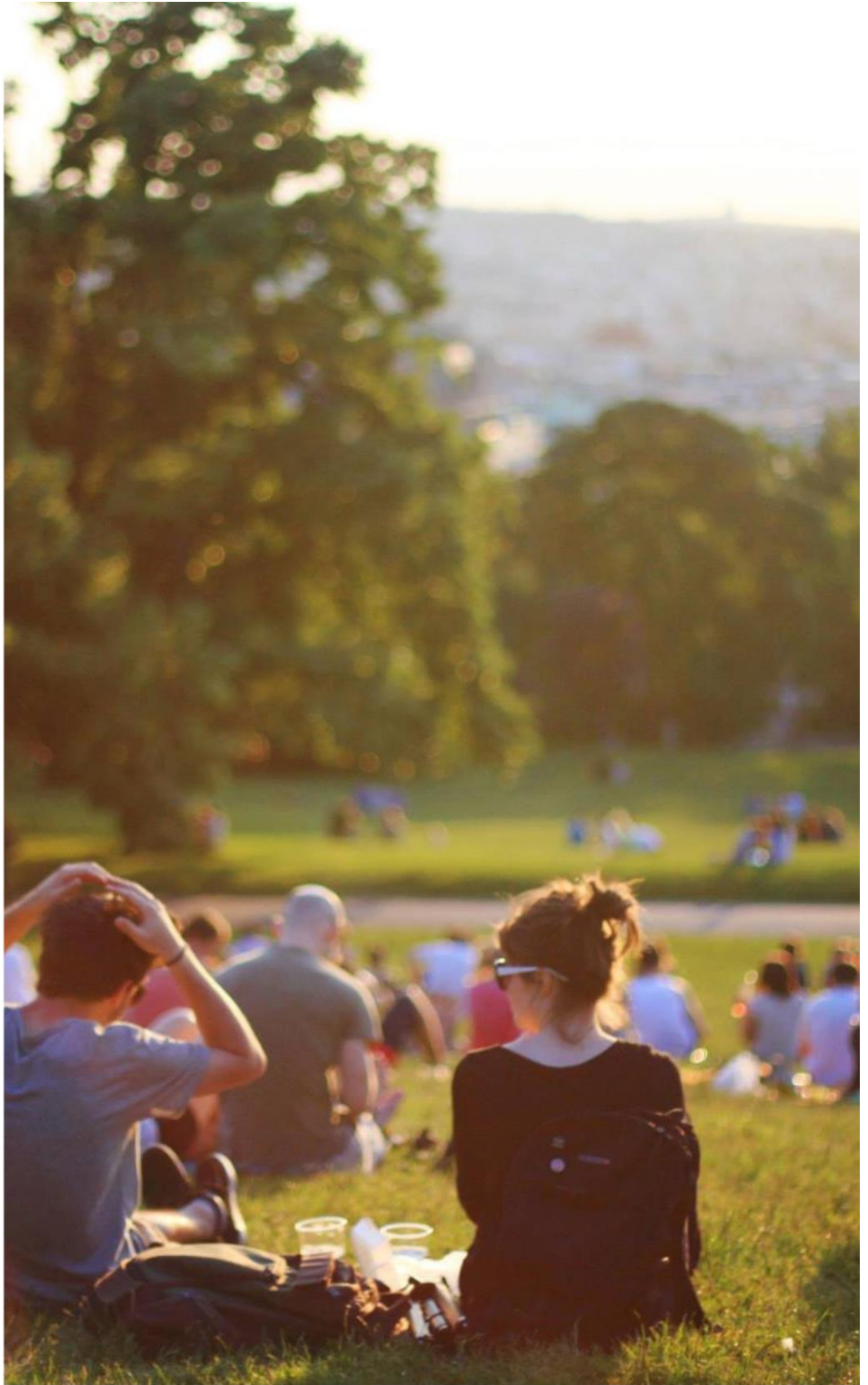
ATTEST:

Mayor Robert E. Simison

By: _____
Chris Johnson, City Clerk

PY24 ACTION PLAN

COMMUNITY
DEVELOPMENT
BLOCK GRANT
(CDBG)



October 1, 2024 to
September 30, 2025

33 E. Broadway
Meridian, Idaho
ccampbell@meridiancity.org

Contents

Executive Summary	1
AP-05 Executive Summary	1
PR-05 Lead & Responsible Agencies	4
AP-10 Consultation	5
AP-12 Participation	26
Expected Resources.....	33
AP-15 Expected Resources.....	33
Annual Goals and Objectives	35
AP-20 Annual Goals and Objectives.....	35
Projects.....	38
AP-35 Projects.....	38
AP-38 Project Summary	40
AP-50 Geographic Distribution – 91.220(f).....	46
Affordable Housing.....	47
AP-55 Affordable Housing.....	47
AP-60 Public Housing	49
AP-65 Homeless and Other Special Needs Activities	51
AP-75 Barriers to affordable housing	54
AP-85 Other Actions	55
Program Specific Requirements	58
AP-90 Program Specific Requirements	58
Attachment 1: Citizen Participation	59
Planning for Action Plan.....	59
Public Comments	59
Affidavit of Publication	64
Draft Action Plan.....	66
Public Comments	66
Affidavit of Publication	98
Attachment 2: Resolution	100

Executive Summary

AP-05 Executive Summary

24 CFR 91.200(c), 91.220(b)

1. Introduction:

The City of Meridian is an Entitlement Community receiving annual funds from the U.S. Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Program since 2007. The City is currently operating under the Five-Year Consolidated Plan (Con Plan) for program years 2022-2026. The Con Plan outlines strategies, goals, and community development needs identified through collaboration with community members and local entities.

This Action Plan is for the third year of the 2022-2026 Con Plan, providing guidance to the City's CDBG Program for Program Year 2024 (PY24), covering October 1, 2024, to September 30, 2025. The PY24 Action Plan summarizes the actions, activities, and resources to be utilized during PY24 to address the goals and priority needs identified in the 2022-2026 Con Plan.

2. Summarize the objectives and outcomes identified in the Plan:

Meridian's 2022-2026 Con Plan is a five-year strategic plan that provides an outline of actions for the community as it works toward meeting the housing and community development needs of its low and moderate-income and special needs households. The plan's development includes a profile of the community and its economy, an assessment of housing and community development needs, and the development of long-range strategies to meet those needs.

The Con Plan serves the following functions:

- A planning document for the City, which builds on a participatory process among citizens, organizations, businesses, and other stakeholders;
- A submission for federal funds under HUD's formula grant program for jurisdictions;
- A strategy to be followed in carrying out HUD programs; and
- A management tool for assessing performance, tracking success, and determining the course of future Con Plans.

The 2022-2026 Con Plan was prepared in accordance with Sections 91.100 through 91.230 of HUD's Consolidated Plan Final Rule.

Below are HUD's objectives and the City's projected outcomes over the course of the 2022-2026 Con Plan:

1. **Provide decent housing** by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
2. **Provide a suitable living environment** through safer, more livable neighborhoods, greater integration of LMI residents throughout Meridian, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

3. **Expand economic opportunities** through homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate-income persons to achieve self-sufficiency.

3. Evaluation of past performance:

At the end of its program year, Meridian is required to provide an annual report to HUD that summarizes its performance for the program year. This report is called the Consolidated Annual Performance Evaluation Report (CAPER).

The CAPER must include a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic distribution of persons assisted), the actions taken to affirmatively further fair housing, and other actions indicated in the Strategic Plan and the Action Plan.

Performance reporting meets three basic purposes:

1. Provides HUD with the necessary information to meet its statutory requirement to assess each grantee's ability to carry out relevant CPD programs in compliance with all applicable rules and regulations;
2. Provides information necessary for HUD's Annual Report to Congress, also statutorily mandated; and,
3. Provides grantees an opportunity to describe to citizens their successes in meeting objectives stipulated in their Con Plan.

4. Summary of Citizen Participation Process and consultation process:

Citizen participation includes actively encouraging citizens, particularly the low and moderate-income population, to participate in the planning process for the five-year Con Plan, the Action Plan, the submission of Substantial Amendments, and the development of the Consolidated Annual Performance Report (CAPER).

The City encouraged and sought broad participation but especially encouraged participation from low- and moderate-income persons, residents of predominantly low- and moderate-income neighborhoods, minorities, non-English speaking persons, persons with disabilities, public housing residents, local and regional institutions, businesses, developers, and nonprofit organizations.

All public meetings were held in a location convenient to residents, particularly potential or actual beneficiaries.

Citizen participation played a critical role in the needs assessment, market analysis, and the construction of the goals and priorities featured in the Con Plan. It was also vital in developing this year's Action Plan, ensuring that previously identified goals and priorities continue to meet the community's needs.

5. Summary of public comments:

Meridian acknowledges and documents all comments received during the public participation process. This includes recording and analyzing feedback from the online survey. The comments and survey results played a critical role in shaping the specific priorities and goals outlined in the Con Plan and subsequently addressed in the current Action Plan. By incorporating public input, Meridian ensures that the Action Plan continues to align with the identified needs and goals of the community.

6. Summary of comments or views not accepted and the reasons for not accepting them:

Meridian accepts and records all comments.

7. Summary:

Meridian has implemented and adopted a Citizen Participation Plan (CPP) in conjunction with the 2022-2026 Con Plan. This CPP serves as a framework for facilitating public input and engagement in the allocation of Community Development Block Grant (CDBG) funds granted to the City. The CPP outlines the methods and procedures for providing notice and conducting outreach to residents regarding public hearings related to all aspects of the CDBG process. The CPP ensures that the community has opportunities to participate and provide input in the decision-making processes related to CDBG funding.

PR-05 Lead & Responsible Agencies

24 CFR 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan:

Agency Role	Name	Department/Agency
CDBG Administrator	MERIDIAN	Economic Development, Mayor's Office

Table 1 – Responsible Agencies

Narrative:

The Meridian CDBG Program is overseen by the Mayor's Office. The Program collaborates closely with various departments within the city, including the Community Development Department, Planning Division staff, Economic Development Division staff, as well as other departments like Public Works, Finance, and Parks and Recreation. This collaborative approach ensures coordination and integration of efforts across different departments to effectively implement CDBG-funded projects and initiatives in Meridian.

Consolidated Plan Public Contact Information:

Crystal Campbell, Community Development Program Coordinator
 Mayor's Office
 City of Meridian
 33 E. Broadway Avenue
 Meridian, ID 83642
 208-489-0575

AP-10 Consultation

24 CFR 91.100, 24 CFR 91.200(b), 24 CFR 91.215(l)

1. Introduction:

The City of Meridian values agency consultation to identify and address priority needs within the community. This inclusive process involves active participation from non-profit organizations, private citizens, and public agencies, fostering a collaborative effort. Through extensive outreach and consultation, the City engaged with citizens, local municipal officials, non-profit agencies, public housing agencies, governmental agencies, private organizations, and the Continuum of Care (CoC) in the development of the Plan. By involving a diverse range of stakeholders, the City ensures that the Con Plan and subsequent Action Plans accurately reflects the needs and aspirations of the community.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)):

While there are no public housing units in Meridian, an estimated 8 percent of the housing authority's total voucher supply are used within Meridian City limits. The City collaborated with the Ada County Housing Authority (ACHA), the local public housing authority, to assist the City in better understanding ACHA's resources and needs. ACHA and the City are both involved with the CoC. The CoC meetings provide an opportunity to collaborate with regional and local housing providers (public, non-profit, and private) and health and social service agencies (including private and non-profit mental health, emergency, and healthcare providers).

Additionally, the City has developed a socioeconomic profile of Meridian to identify gaps in service, likely partnerships, and needs of the community. The City is dedicated to extending further support to organizations that help meet the community's identified needs.

One need that is readily apparent is the need for housing affordability and rental support. Meridian is dedicated to increasing its affordable housing inventory to ensure residents of all income levels can find housing in Meridian and provide necessary supportive services. City staff will continue to stay engaged with the housing affordability and supportive service community so the City can better provide important tools and resources to affordable housing developers and supportive service providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness:

The City of Meridian actively coordinates with the Continuum of Care (CoC), known locally as Our Path Home Connect, to address the needs of homeless individuals and families, particularly those who are chronically homeless, families with children, veterans, and unaccompanied youth. The CoC consists of representatives from various organizations that provide services related to housing, health, social services, victim support, employment, and education for low-income individuals and families, as well as those experiencing homelessness.

The City's collaboration with the CoC involves engaging staff members from neighboring communities, along with representatives from public and private entities. These entities include housing providers, healthcare facilities, mental health service providers, foster care and youth programs, corrections programs and

institutions, victim services, law enforcement agencies in Ada County, nonprofit organizations, state departments, and school districts, among others.

By bringing together these diverse stakeholders, the City aims to develop comprehensive strategies and initiatives to prevent homelessness, provide support and resources to homeless individuals and families, and address the underlying causes of homelessness. This collaborative effort ensures that the City works closely with publicly funded institutions and systems of care that may discharge individuals into homelessness, such as health-care facilities, mental health facilities, foster care and youth facilities, and corrections programs and institutions.

Through the coordinated efforts of the CoC, the City of Meridian strives to enhance services, improve access to affordable housing, provide necessary healthcare and mental health support, and create a supportive environment for individuals and families at risk of or experiencing homelessness.

In 2017, Our Path Home Connect launched coordinated entry, which provides a single point of entry for households experiencing homelessness. Due to the data collected through coordinated entry, Our Path Home Connect has identified four strategic initiatives:

1. End family homelessness,
2. Prevent first-time homelessness,
3. Expand supportive housing opportunities, and
4. Evolve the partnership.

The involvement of foster care and other youth programs has encouraged the City to further evaluate the non-traditional homelessness experienced by youth and their families in Meridian.

The City of Meridian has enhanced its collaboration with Our Path Home Connect (the local Continuum of Care) by including a CoC representative in the CDBG Scoring Committee. This representative serves in an advisory capacity, ensuring CoC perspectives are considered in evaluating applications for public service and housing project funding. This inclusion leverages the CoC's expertise in addressing homelessness, aligning CDBG fund allocations with CoC priorities and goals. The City's objective is to promote informed decision-making and a comprehensive approach to tackling homelessness and its associated challenges in Meridian.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS:

The City of Meridian does not directly receive ESG funds, as the state is the sole recipient. However, Meridian staff attend CoC meetings where ESG fund allocation is discussed. The City aligns with the CoC's strategy for using ESG funds by funding homeless prevention activities, as Meridian does not have any emergency shelters. Additionally, the City participates in executive meetings and the FUND and PREVENT Committees to identify funding opportunities and streamline homelessness prevention services. Although Meridian does not directly utilize HMIS, it supports the CoC's efforts in the operation and administration of HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities:

1	Agency/Group/Organization	Ada County Housing Authority (ACHA)
	Agency/Group/Organization Type	Housing PHA Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Meridian actively consults and engages with the Ada County Housing Authority to understand the public housing needs in the community and improve services. Through phone calls and meetings, they aim to identify opportunities for coordination and cooperation to enhance housing access and stability in Meridian. By collaborating with the housing authority, the city seeks to gain insights into the specific challenges faced by individuals and families in need of housing, including barriers to affordable options. Through ongoing communication, they aim to develop strategies and initiatives such as streamlining processes and expanding affordable housing options to ensure long-term stability. The anticipated outcome is to improve housing access and stability, creating a more inclusive and supportive community for all residents.
2	Agency/Group/Organization	Boise City/Ada County Continuum of Care
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims

		<p>Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - State Other government - Local Regional organization Planning organization</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Our Path Home serves as the Boise City/Ada County Continuum of Care (CoC) and is composed of representatives from various agencies, groups, and organizations involved in addressing housing, homelessness, and fair housing in the community. Through monthly scheduled meetings, subcommittee meetings, and email exchanges, Our Path Home collaborates with the city to provide valuable insights into the needs of the community in these areas. The city actively engages with Our Path Home to gather information and perspectives that inform funding recommendations and strategies to address homelessness, homelessness prevention, and fair housing activities. By working together, the city and Our Path Home aim to develop effective solutions, allocate resources appropriately, and create a community that is inclusive, supportive, and responsive to the housing needs of its residents.</p>
3	<p>Agency/Group/Organization</p>	<p>Boys and Girls Club of Ada County</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Children Regional organization</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Non-Homeless Special Needs Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City of Meridian regularly consults and engages with the Boys & Girls Club, an organization that focuses on providing support to youth and families in the community. Through meetings and communication via email and phone calls, the city aims to assess the needs of school-age children, particularly those from low- to moderate-income families. By consulting with the Boys & Girls Club, the city seeks to identify specific requirements and provide assistance to these families, allowing them to allocate their income towards maintaining stable housing. The anticipated outcome of these</p>

		consultations is to improve the overall well-being of youth and families in need within the community by coordinating efforts and providing support through collaborative initiatives.
4	Agency/Group/Organization	Can/Ada Collaborative
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Other government - Local Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Can/Ada Collaborative is a collaborative group consisting of local entitlement communities in the region, including Boise, Meridian, Nampa, and Caldwell. Through regular meetings and email communication, the collaborative aims to ensure compliance with federal regulations, particularly related to HUD funding. The participating municipalities strive to align their activities and initiatives with regional needs while addressing local needs, maximizing the impact of CDBG funds. The collaborative approach allows representatives to share information, discuss best practices, and identify areas for collaboration, leading to a comprehensive and coordinated

		response to community development challenges. By working together, the Can/Ada Collaborative enables the participating communities to meet federal regulations, address regional needs, and effectively utilize CDBG funds for community development initiatives.
5	Agency/Group/Organization	CATCH, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CATCH (Charitable Assistance to Community's Homeless) is a crucial public-private partnership in Ada County dedicated to ending homelessness. The organization recognizes permanent housing as the fundamental solution to homelessness and views housing as an integral part of healthcare. CATCH's primary focus is on addressing homelessness among children and families in Ada County, and they collaborate actively with local partners to provide pathways to secure permanent housing. This collaboration encompasses various initiatives such as operating warming shelters, developing supportive housing plans, offering resolution assistance, and implementing prevention efforts. The city engages in consultations with CATCH through meetings and email exchanges to ensure effective coordination and communication. These consultations serve as a platform for discussing strategies, sharing information, and identifying opportunities for collaboration and improvement. By consulting with CATCH, the city aims to align its efforts with the organization's expertise and utilize their collaborative network to maximize the impact of homelessness prevention and support programs. The anticipated outcome is to enhance coordination, leading to more effective and comprehensive solutions to end homelessness for children and families in Ada County.

6	Agency/Group/Organization	City of Meridian
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Meridian has actively engaged in providing insights and expertise in various areas relevant to the program. This includes sharing knowledge on planning and zoning regulations, building codes, disaster recovery, housing affordability, population growth, and the specific needs of low- to moderate-income residents. To ensure smooth coordination and effective implementation of the program, there is constant communication between CDBG staff and other departments. This communication occurs through various channels, such as in-person discussions, meetings, emails, and phone calls. The regular and daily contact with	

		<p>different departments allows for seamless information sharing and collaboration. The city's plan to streamline access throughout the city demonstrates its commitment to improving the program's efficiency and effectiveness. By streamlining access, the city aims to enhance the ease with which low- to moderate-income residents can access the resources and support provided by the program. This could involve simplifying application processes, improving information dissemination, or implementing measures to remove barriers to access. Overall, the City of Meridian's active involvement in providing insights, maintaining constant communication with other departments, and its plan to streamline access reflects its dedication to optimizing the program's impact and ensuring that low- to moderate-income residents can benefit from the resources available in an efficient and equitable manner.</p> <p>Additionally, the City actively participates in various projects and initiatives to improve connectivity and access to high-speed internet services. One of the ongoing projects is the development of a fiber ring that would interconnect facilities and provide infrastructure for ISPs to offer cost-effective fiber services in Ada County. While funding for this project is pending, the City is working to secure grants to support its implementation. A digital access study has been conducted to gather insights and inform efforts to bridge the digital divide in the community.</p> <p>Meridian has also collaborated with TDS and other providers such as Sparklight and Lumen to bring more competition to the area, resulting in improved pricing for residents. By engaging with these service providers, the City aims to enhance options and affordability for high-speed internet services.</p> <p>Through these initiatives, the City of Meridian demonstrates its commitment to addressing the connectivity needs of its residents and fostering a competitive market for internet service providers. By actively seeking partnerships and exploring innovative solutions, Meridian strives to ensure that its community has access to reliable and affordable internet services.</p>
7	Agency/Group/Organization	COMPASS
	Agency/Group/Organization Type	<p>Other government - Local Regional organization Planning organization</p>

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Public Transit</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City of Meridian actively engages in consultations with COMPASS, including involvement in the housing affordability workgroup, and the transportation workgroup to improve access to affordable housing and transportation for its residents. These consultations involve regular meetings and ongoing communication through emails. COMPASS, as a regional planning organization, provides valuable insights into regional planning and development strategies, allowing the city to align its efforts with regional priorities and address housing and transportation challenges effectively. The housing affordability workgroup focuses on understanding the local housing market, identifying barriers to affordability, and exploring solutions to promote access to safe and affordable housing options. The transportation workgroup aims to improve transportation infrastructure, promote sustainable mobility, and ensure accessibility for all residents. Through these consultations, the City of Meridian seeks to foster collaboration, share knowledge, and develop strategies that enhance access to affordable housing and transportation, ultimately improving the quality of life for its residents.</p>
<p>8</p>	<p>Agency/Group/Organization</p>	<p>FACES of Hope</p>
	<p>Agency/Group/Organization Type</p>	<p>Services - Housing Services-Victims of Domestic Violence Services - Victims</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City of Meridian collaborates with Faces of Hope, a local organization dedicated to supporting victims of violence, to enhance services and ensure access for those in need. These consultations involve email communication, workshops, and meetings, facilitating a comprehensive and collaborative approach. Faces of Hope plays a crucial role in providing resources and support to victims, and by consulting with them, the city aims to gain a deeper understanding of the specific needs of victims in Meridian. Through these engagements, they can identify opportunities for collaboration, address service gaps, and develop initiatives that improve access to</p>

		support services. The ultimate goal is to enhance the availability and accessibility of services for victims of violence, empowering them to heal and rebuild their lives within the community.
9	Agency/Group/Organization	The Housing Company
	Agency/Group/Organization Type	Housing Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Company, a property management agency in Idaho, is consulted through meetings, emails, and phone calls. The purpose of these consultations is to explore strategies to increase the availability of affordable housing units for low-income earners. The city seeks to gain insights into the services and resources provided by The Housing Company to ensure that residents have access to guidance and support throughout the housing process. Additionally, consultations aim to understand the challenges faced by minimum wage earners in finding affordable and suitable housing. The anticipated outcome of the consultation and improved coordination is to explore collaborative approaches that mitigate the impact of rising costs and find creative solutions to make housing more affordable and accessible. Ultimately, this collaboration aims to ensure that underserved communities have access to decent and affordable housing options, promoting stability and well-being within the community.
10	Agency/Group/Organization	Idaho Fair Housing Forum
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City engages in virtual meetings with this group to consult on advancing the fair housing work of the City and the region. These consultations serve as a platform for discussions and exchange of ideas regarding fair housing law and practice. Through these meetings, the group has facilitated fair housing trainings and conferences to educate individuals about fair housing rights and regulations. The consultations also play a crucial role in informing the City's strategies and approaches to affirmatively further fair housing. By collaborating with this group, the City aims to promote awareness, understanding,

		and implementation of fair housing principles and practices within the community.
11	Agency/Group/Organization	Idaho Housing and Finance Association
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing Services - Victims Services - Narrowing the Digital Divide Other government - State Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	IHFA serves as a financial institution and administrator of affordable housing resources in the state of Idaho. They are responsible for managing HUD's statewide ESG (Emergency Solutions Grants), HOPWA (Housing Opportunities for Persons With AIDS), and HOME funds. The City engages in consultations with IHFA through in-person meetings, phone calls, and meetings to achieve several expected outcomes. These include gaining a better understanding of the available resources for Meridian residents, ensuring that the City is aware of the programs and funding options that can benefit the community. Additionally, the consultations aim to enhance coordination and collaboration with statewide resources, enabling the City to leverage and align resources effectively to address affordable housing needs across the state.

12	Agency/Group/Organization	Idaho Legal Aid
	Agency/Group/Organization Type	Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Idaho Legal Aid is an organization dedicated to providing legal assistance and advocacy for low-income individuals and vulnerable populations in Idaho. They offer legal services to address a range of civil legal issues, including housing-related matters such as fair housing. In consultations conducted via email, the City sought input and guidance from Idaho Legal Aid to identify fair housing resources, understand the specific housing issues prevalent in the community, and explore potential strategies to address these issues. The anticipated outcomes of the consultation were to gather valuable insights, information, and resources from Idaho Legal Aid to effectively address fair housing concerns and ensure that the City's initiatives align with legal requirements and best practices.
13	Agency/Group/Organization	Idaho Nonprofit Center
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Idaho Nonprofit is a state association representing over 800 nonprofit organizations, primarily located in the Treasure Valley. The organization plays a vital role in supporting nonprofits by providing training, resources, and advocacy services. They offer training programs in leadership development, financial literacy, and board training, as well as webinars to enhance nonprofit effectiveness. Through their lobbying efforts, they track state legislation affecting nonprofits and ensure that jurisdictions are well-informed at the state and local levels. Idaho Nonprofit also educates policymakers in the sector by analyzing macro-level indicators and advocating for grant funding best practices. Their aim is to facilitate the administrative side of grant funding, providing nonprofits with capacity-building support and guidance, so they can focus on fulfilling their missions. The City has engaged Idaho Nonprofit through email to gain a better understanding of the needs and resources required by nonprofits, ultimately leading to more effective support and collaboration within the sector.

14	Agency/Group/Organization	Idaho Youth Ranch
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-homeless Services-Education Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Idaho Youth Ranch plays a crucial role in providing accessible programs and services for youth and families facing trauma and crisis. Their comprehensive range of services includes outpatient services, counseling centers, mental tele-health, e-point assisted psychotherapy, adoption services, and residential shelters in the Treasure Valley. To better understand the needs of the community and explore opportunities for collaboration, the city engages in consultations with the Idaho Youth Ranch through email and phone calls. Through these consultations, the city aims to gain insights into the specific needs of youth and families in crisis, identify gaps in services, and explore ways to work together to provide the necessary support and resources. By fostering collaboration, the city and the Idaho Youth Ranch can create a more coordinated and effective response to addressing the needs of youth and families experiencing trauma and crisis in the community.

15	Agency/Group/Organization	Intermountain Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Intermountain Fair Housing Council serves as an important organization focused on promoting fair housing practices and combating housing discrimination. Through email consultations, the city engages with the Intermountain Fair Housing Council to gain a better understanding of fair housing concerns in Meridian. The purpose of these consultations is to gather insights and information regarding the specific fair housing challenges and issues faced by residents in the community. By consulting with the Intermountain Fair Housing Council, the city aims to enhance its understanding of fair housing laws, regulations, and best practices, as well as identify strategies to address any potential fair housing violations or barriers to equal housing opportunities. Ultimately, the goal is to promote fair and equitable housing practices, ensuring that all individuals in Meridian have equal access to housing and are protected from discrimination.
16	Agency/Group/Organization	Jesse Tree
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Jesse Tree is an organization that serves as a vital resource in the community, particularly for individuals and families facing housing instability and the risk of eviction due to rising rents. The city engages in consultations with the Jesse Tree through email, phone calls, and meetings to gain insights and clarity into the need for their program. By consulting with the Jesse Tree, the city hopes to gather information on the specific challenges faced by residents, such as evictions and the increasing cost of housing. These consultations aim to provide a better understanding of the current housing landscape, including the impact of rising rents, and to identify strategies and resources to support individuals and families at risk of homelessness. The collaboration between the city and the Jesse Tree seeks to address the urgent housing needs within the community, mitigate the effects of rising rents, and develop solutions that ensure housing stability for all residents.

17	Agency/Group/Organization	Meridian - Mayor's Senior Advisory Board
	Agency/Group/Organization Type	Civic Leaders Senior Advisory
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Meridian's Mayor's Senior Advisory Board plays a crucial role in advising and providing insights on matters related to the needs of senior citizens and individuals residing in assisted living or low-income senior housing. As part of their involvement, representatives from the board are included on the scoring committee, which indicates their input in assessing and evaluating relevant programs or initiatives. The city aims to gain a better understanding of the specific needs, challenges, and concerns of senior citizens through the consultation with the board. By actively engaging with the Mayor's Senior Advisory Board, the city can gather valuable insights and expertise to inform decision-making processes and develop strategies that address the unique requirements of this population. The collaborative efforts between the city and the advisory board aim to improve the quality of life for senior citizens, enhance the accessibility of services, and ensure the overall well-being of older residents in Meridian.
18	Agency/Group/Organization	Meridian Development Corporation
	Agency/Group/Organization Type	Other government - Local Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Meridian Development Corporation (MDC) is dedicated to overseeing the restoration and urban development of historic downtown Meridian, with a focus on enhancing accessibility, supporting local businesses, promoting affordable workforce housing, and fostering community engagement. MDC maintains regular meetings and email communications to collaborate closely with the city and ensure that their efforts align with the overall vision for downtown Meridian. Given that many of the city's low- to moderate-income (LMI) areas are located downtown, the collaboration between the city and MDC directly impacts potential recipients of the CDBG program. By working together, the city and MDC can streamline their efforts, effectively utilize available resources, and create a vibrant and inclusive downtown area that

		benefits the LMI beneficiaries and contributes to the overall development of Meridian.
19	Agency/Group/Organization	Meridian Library District
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Education Services-Employment Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Meridian Library plays a vital role in the community by providing access to a wide range of resources and services for people of all ages and abilities. Through offerings such as classes, books, materials, mentorship, and collaboration opportunities, the library fosters inclusivity and supports the diverse needs of the community. This includes services tailored to youth, seniors, individuals with disabilities, and other marginalized groups. The library offers various programs such as book clubs, after-school programs, career support, tutoring, and story time to cater to different interests and needs. The library staff is trained to prioritize and meet the needs of diverse populations, including those who are unstably housed, identify as LGBTQIA+, have mental health concerns, or have experienced interpersonal violence. Through meetings and email communications, the city seeks to gain a better understanding of the community's needs and collaborate with the library to provide relevant resources and support.
20	Agency/Group/Organization	Meridian Police Department
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services - Victims Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated	The Meridian Police Department (MPD) plays a critical role in law enforcement and providing assistance to victims within the criminal justice system. They have implemented various

	outcomes of the consultation or areas for improved coordination?	<p>programs and initiatives to serve the community effectively. The Crisis Intervention Team (CIT) program focuses on responding to mental health crises, ensuring that individuals in need receive appropriate care and support. The Meridian Anti-Drug Coalition (MADC) addresses substance abuse issues through community-based prevention efforts. The MPD also aims to foster positive relationships between the community and law enforcement by promoting a friendly image of the police. This includes activities such as School Resource Officers (SROs) in schools and neighborhood block parties that encourage interaction between community members and the police. The MPD engages in meetings, emails, and phone calls with CDBG staff to gain a better understanding of the city's issues and provide resources, particularly for officers working directly with community members in challenging situations. The collaboration between the MPD and CDBG staff ensures that resources are available to address community needs and enhance the effectiveness of police services.</p>
21	Agency/Group/Organization	Meridian Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Meridian Senior Center plays a vital role in serving the senior population within the community. The center provides a range of services and programs tailored to meet the unique needs of seniors, promoting their well-being, social engagement, and overall quality of life. To ensure effective communication and coordination, the city engages in meetings, phone calls, and emails with the Meridian Senior Center. These interactions provide an opportunity for the city to gain a better understanding of the needs and concerns of seniors in the community. By actively seeking insights from the Senior Center, the city can identify areas where additional support and resources may be required, enabling them to better address the needs of seniors and enhance their overall experience and quality of life.
22	Agency/Group/Organization	NeighborWorks Boise
	Agency/Group/Organization Type	Housing Services – Housing Services-Education

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The NeighborWorks Boise is a nonprofit organization dedicated to community development and addressing housing needs in the community. Their primary focus is on revitalizing neighborhoods and providing affordable housing solutions for low- to moderate-income individuals and families. Through emails, meetings, and phone calls, the city engages with NeighborWorks Boise to collaborate on identifying and addressing housing needs within the community. By working together, the city aims to gain insights and explore strategies to improve access to affordable housing, empower residents, and provide the necessary resources for individuals and families to obtain, retain, and maintain their homes. The collaboration with NeighborWorks Boise helps the city to develop and implement initiatives that effectively address housing needs and contribute to the overall well-being and stability of the community.
23	Agency/Group/Organization	Terry Reilly Health Services
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Terry Reilly is a healthcare organization that offers comprehensive primary care, dental care, and behavioral health care services in the Treasure Valley, including the city of Meridian. The organization conducts outreach efforts to reach individuals and families facing barriers to care, such as farmworkers, the homeless, and very-low to moderate-income individuals. Terry Reilly's services are available to all residents,

		<p>regardless of insurance status, and fees are based on a sliding scale to ensure affordability.</p> <p>Through email communication, the city engages with Terry Reilly to gain a better understanding of the healthcare needs within the community and to collaborate on resources and strategies to improve access to these services. By working together, the city and Terry Reilly aim to identify gaps in healthcare access, address disparities, and ensure that residents, particularly low-to-moderate-income individuals, have the necessary resources and support to receive the care they need.</p>
24	Agency/Group/Organization	West Ada School District
	Agency/Group/Organization Type	<p>Services-Children</p> <p>Services-Persons with Disabilities</p> <p>Services-Victims of Domestic Violence</p> <p>Services-homeless</p> <p>Services-Health</p> <p>Services-Education</p> <p>Publicly Funded Institution/System of Care</p> <p>Regional organization</p>
	What section of the Plan was addressed by Consultation?	<p>Homeless Needs - Families with children</p> <p>Homelessness Needs - Unaccompanied youth</p> <p>Homelessness Strategy</p> <p>Non-Homeless Special Needs</p>
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	<p>The West Ada School District plays a crucial role in serving the families and children of Meridian. The district implements McKinney-Vento programs to support homeless and unstably housed youth and families, ensuring they have access to education and essential resources. Additionally, the district provides nutrition services, including the summer nutrition program, which offers meals to school-age children in area parks.</p> <p>Through emails, phone calls, and meetings, the city engages with the West Ada School District to gain a better understanding of the needs of Meridian's youth and families, as well as the specific housing challenges faced by West Ada students. The city aims to identify any gaps in services and collaborate with the school district to develop a comprehensive plan to address those gaps. By working together, the city and the West Ada School District can create a supportive environment that meets the diverse needs of students and families, promotes inclusion and diversity, and ensures access to education and vital resources for all.</p>

25	Agency/Group/Organization	Women’s and Children’s Alliance
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The WCA (Women's and Children's Alliance) plays a vital role in providing comprehensive services to individuals who have experienced interpersonal violence in the community. Their services are offered free of charge and are accessible to women, children, men, and individuals who are gender non-conforming. The range of services includes shelter, hotline support, court advocacy, counseling, case management, and financial empowerment classes. Affordable housing emerges as a critical need for the agency's clients, as it directly affects their ability to escape abusive or violent environments. Through meetings, emails, and phone calls, the city engages with the WCA to gain a better understanding of the community's needs and to coordinate services that address those needs effectively. By collaborating with the WCA, the city aims to provide support, resources, and coordinated efforts to empower survivors and ensure their safety and well-being.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting:

The City continues to consult with all required organizations in helping to formulate a strategy for the efficient use of HUD Community Development Block Grant (CDBG) funds. Every agency identified was offered an opportunity to participate in the development of the plan. While no agencies were left out, the City does not have a citizen's advisory group to consult with.

Other local/regional/state/federal planning efforts considered when preparing the Plan:

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Our Path Home	Our Path Home and the City of Meridian are both committed to ensuring greater access to fair and affordable housing, the reduction/prevention of homelessness, and access to credit for homeownership. The City participates in many joint efforts and organizations with Our Path Home to help support increasing housing options for residents.

*Table 3 – Other local / regional / federal planning efforts***Narrative:**

Meridian is committed to engaging residents and stakeholders in the planning process, recognizing the value of diverse perspectives and inclusive decision-making. The City sought input from a wide range of entities during the development of the Con Plan, including broadband service providers, to gain a comprehensive understanding of the community's connectivity needs and opportunities. By involving these stakeholders, Meridian gathered valuable insights and identified strategies to enhance broadband access and affordability for residents.

Collaboration between CDBG staff and other departments plays an important role in addressing the community's preparedness and response capabilities. By working closely with these departments, CDBG staff was able to incorporate emergency management considerations into its planning efforts, ensuring the safety and well-being of residents during times of crisis.

Meridian's commitment to stakeholder engagement and consultation extends beyond the Con Plan. The City intends to continue prioritizing this approach in the development of subsequent Action Plans. This iterative process allows for ongoing feedback, adaptability, and addressing emerging needs and priorities within the community. By maintaining an open dialogue with stakeholders, Meridian can ensure that its plans and actions remain responsive to the evolving requirements of its residents.

The City's resilience efforts are comprehensive, focusing on flood-prone areas, public land or water resources, and emergency situations. Through partnerships with agencies like the Ada County Office of Emergency Management, Meridian develops local response plans and implements hazard mitigation strategies. This collaboration encompasses various aspects, including flood response, hazardous materials incidents, wildfire response, emergency response, and hazard mitigation efforts. The mutual aid agreement with neighboring communities further strengthens Meridian's emergency response capabilities, allowing for the mobilization of additional first responders when necessary. In anticipation of fuel shortages during critical situations, Meridian has signed an MOU to ensure access to fuel for essential vehicles, such as those used by the police department, fire vehicles, and city generators, guaranteeing uninterrupted emergency services.

The City participates in programs like the national flood insurance program and the community rating system program, demonstrating its commitment to going above and beyond basic requirements. Meridian's hazard mitigation plan, which includes flood risk mitigation strategies, is designed to protect the community and minimize the impact of flooding incidents. Moreover, the City is exploring alternative fuel sources such as solar energy, battery power, and generators to diversify its energy sources, enhance resilience, and reduce its environmental footprint.

Addressing broadband internet access and narrowing the digital divide is a priority for Meridian and these goals have been incorporated into the City's strategic plan. The installation of conduit infrastructure is being considered to expand broadband access throughout the city. Exploring Wi-Fi implementation in public parks aims to provide increased connectivity options for residents.

To further support these efforts, Meridian is applying for an energy efficiency community block grant to facilitate the development of a comprehensive plan to address energy efficiency within the community. Staff intends to explore opportunities for partnering to increase efficiencies for low- and moderate-income residents, as well as initiatives to bridge the digital divide. By utilizing grants and available resources, Meridian remains committed to promoting broadband access, enhancing resilience, managing flood-prone areas, and ensuring the overall well-being and resilience of its community.

AP-12 Participation

24 CFR 91.105, 24 CFR 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation:

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Internet Outreach	<ul style="list-style-type: none"> • Minorities • Persons with disabilities • Non-targeted/broad community • Residents of Public and Assisted Housing 	<p>Notices of the public comment periods, public hearings, and presentations were sent out using the City's social media accounts (Facebook, Twitter, Instagram, LinkedIn, Nextdoor).</p> <p>Notices of the public comment periods and public hearings were sent out using multiple distribution lists including that of the Meridian CDBG Program, Mayor's Office, Behavioral Health Board, and church groups.</p>	No comments received.	No comments received.
2	Newspaper Ad	<ul style="list-style-type: none"> • Non-English Speaking - Specify other language: Spanish • Non-targeted/broad community 	Legal notices were published in the Idaho Press newspaper that described the public presentations, comment periods, and hearings regarding the plan development and the draft action plan.	n/a	n/a
3	Public Comment Period	<ul style="list-style-type: none"> • Non-targeted/broad community 	Public comment periods were held for the plan development from March 15 to April 7, 2024. It was originally scheduled until March 31, but Council extended it.	n/a	n/a

			The draft Action Plan was open for public comment from June 11 to July 15, 2024. The comment period was noticed in the local newspaper.		
4	Plan Development Survey	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities • Non-targeted/broad community • Residents of Public and Assisted Housing 	As part of its plan development process for the PY24 Action Plan, the City conducted a survey from March 15 to April 7, 2024, to gather feedback on services needed over the past year and barriers to accessing those services. The survey was distributed through social media, an email distribution list, a media release, the city e-newsletter, the city website, partner sharing, in-person events, and a legal notice. The survey received responses from 50 residents.	50% of respondents reported that they or someone they know needed access to services in the past year, with eligibility requirements being the main barrier. Most suggested partnerships were with agencies the City currently works with, such as those providing mental health services, childcare scholarships, and emergency rental assistance. Additional outreach was requested for public transportation and credit repair. There was also a suggestion to provide clothing for teens, although this is ineligible.	All comments were accepted and noted from the survey.
5	Public Meeting	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	On March 26, 2024, the City held a community presentation and public hearing. Although there were few in-person attendees, the meeting was livestreamed and recorded, making it difficult to determine the total number of viewers. The public	Council was supportive of staff efforts and asked staff to return on April 9 so they could hear more about the community feedback.	All comments were accepted and recorded.

			hearing was continued until April 9, 2024.		
6	Event	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>On April 2, 2024, an Open House was held at City Hall where staff spoke with approximately 50 people about the Community Development Block Grant (CDBG) program and its functions.</p>	<p>Comments from the Open House were generally positive and acknowledged the need for services to help residents remain stably housed. A coin voting activity was conducted, further explained under the "Do the Right" section, as the results were primarily from this event.</p>	<p>All comments were accepted.</p>
7	Event	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>On April 4, 2024, the City coordinated the annual "Do the Right" event at Meridian Middle School. This event, which has been held for many years, encourages people to do something kind for the person to their right, such as helping a neighbor, appreciating a classmate, or buying coffee for a coworker. This year, the City partnered with multiple stakeholders to hold the first annual community fair, attended by approximately 200 community members and 27 community organizations.</p> <p>At the fair, staff provided information about the CDBG program and conducted a voting activity where participants used</p>	<p>The community voted on the importance of various services as follows:</p> <ul style="list-style-type: none"> - Intimate Partner Violence: 25% - Childcare: 24% - Emergency Rent: 24% - Utilities: 16% - Legal: 9% - Other: 3% (including Homeowner Repairs, Food for Families, Community Schools, WASD Fund, and General) 	<p>All comments were accepted.</p>

			<p>coins to vote for the services they deemed most important. The services included intimate partner violence support, childcare, emergency rent assistance, utilities, legal aid, and "other". Each participant received four coins to allocate as they saw fit. Combined with the voting activity from the Open House, a total of 83 individuals participated, casting 332 votes.</p>		
8	Public Meeting	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>On April 9, 2024, a presentation was held at City Hall. Although there were few in-person attendees, the meeting was livestreamed and recorded, making it difficult to determine the total number of viewers.</p>	<p>During the presentation at City Hall on April 9, 2024, the Council complimented staff for increasing community engagement efforts. They expressed appreciation for the feedback received from the community.</p>	<p>No comments received.</p>
9	Application Workshop	<ul style="list-style-type: none"> • Potential Subrecipients 	<p>On April 11, 2024, the City held an Application Workshop where one potential applicant attended. Despite the lack of attendance, the City demonstrated its commitment to facilitating the application process by providing support and guidance to potential subrecipients. The City also reached out to organizations identified during the plan development process to encourage them to apply and make them aware of the workshop.</p>	<p>The attendee realized that this opportunity was not a good fit for them at this moment.</p>	<p>No comments received.</p>

10	Correspondence	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>A letter was sent to homes in the area of impact of the LMA Walkability projects to request feedback.</p>	<p>No comments received.</p>	<p>No comments received.</p>
11	Event	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities • Households with children 	<p>Staff set up a table at the Boys and Girls Club the afternoon of June 11, 2024 in an effort to interact with parents during pickup times. Information was provided about the action plan.</p> <p>Many people stopped by to get more information on CDBG and to help complete the community puzzle.</p>	<p>People stopping by were able to vote on whether they did or did not support the projects. The results were: Emergency rental assistance: 14 support, 0 do not. Improved walkways: 13 support, 1 did not. Boys and Girls Club scholarships: 14 support, 0 do not. Homeowner repairs: 14 support, 0 do not.</p>	<p>All comments were accepted.</p>
12	Event	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>Staff held an open house at City Hall on June 18 with information about the action plan.</p> <p>There was limited engagement, mostly staff stopped by.</p>	<p>People stopping by were able to vote on whether they did or did not support the projects. The results were: Emergency rental assistance: 4 support, 0 do not. Improved walkways: 3 support, 1 does not. Boys and Girls Club scholarships: 4 support, 0 do not. Homeowner repairs: 4 support, 0 do not.</p>	<p>All comments were accepted.</p>

13	Event	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities • Elderly Adults 	<p>Staff held an open house at the Meridian Main Library on June 20, 2024. Staff timed this event to coincide with library programs such as the Fit and Fall Proof/Needles, Hooks, and Books class and a STEM class.</p> <p>Many people stopped by to get more information on CDBG and to help complete the community puzzle.</p>	<p>People stopping by were able to vote on whether they did or did not support the projects. The results were: Emergency rental assistance: 10 support, 0 do not. Improved walkways: 12 support, 0 do not. Boys and Girls Club scholarships: 10 support, 0 do not. Homeowner repairs: 10 support, 0 do not.</p>	All comments were accepted.
14	Event	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>A combined community puzzle was completed during the outreach events. The puzzle was on display in front of the Mayor’s Office from July 2, 2024 to July 31, 2024. An image of the puzzle can be found in Attachment A.</p>	No comments received.	No comments received.
15	Press Release	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	<p>The City’s Communication team reached out to a local reporter to conduct an interview of CDBG staff. The story ran on the local evening news and an article posted online July 1, 2024. The article can be found here:</p> <p>https://www.kivitv.com/news/local-news/in-your-neighborhood/meridian/how-meridian-plans-to-spend-over-half-a-million-dollars-in-federal-funding</p>	No comments received.	No comments received.

	Public Meeting	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities 	On July 16, 2024, the City held a community presentation and public hearing. Although there were few in-person attendees, the meeting was livestreamed and recorded, making it difficult to determine the total number of viewers.	No comments received.	No comments received.
16	Community Survey	<ul style="list-style-type: none"> • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities • Non-targeted/broad community • Residents of Public and Assisted Housing 	The City conducted a survey from June 11 to July 17, 2024, to gather feedback on the PY24 Action Plan. The survey was distributed through social media, an email distribution list, a media release, the city e-newsletter, the city website, partner sharing, in-person events, and a legal notice. The survey received responses from 59 people who live or work with people who live in Meridian.	<p>In general, the community is supportive of the program and the projects that were selected. Of those who responded:</p> <ul style="list-style-type: none"> - Time in the community: 0 Less than 1 year/18% 1-5 years/25% 6-10 years/58% 10+ years - 77% homeowners/23% renters - 20% 18-35 years/55% 36-59 years/25% 60+ years <p>Details of the survey can be found in Attachment 1.</p>	All comments were accepted and noted from the survey.

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources

24 CFR 91.220(c) (1,2)

Introduction:

The City of Meridian prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing decent housing, creating a suitable living environment, and expanding economic opportunities.

The City of Meridian follows HUD guidelines and limits public services to no more than 15% and administration to 20% of the annual entitlement.

Anticipated Resources:

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$524,387	\$0	\$0	\$524,378	\$1,000,000	The City anticipates receiving roughly \$500,000 in annual entitlement funding during PY25 and PY26. There are not anticipated to be a significant amount of prior year resources to be allocated at this time.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

The City of Meridian does not participate in or receive funding from any additional HUD programs that have matching requirements, such as HOME, HOPWA, or ESG. Our housing and public service projects are expected to leverage funds from local, state, federal, and/or private sources. Although we request matching funds as part of the year-end report, it is not a prerequisite for receiving funding. All other projects are managed by the city, utilizing city resources including staffing and supplies.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

Meridian will continue to improve the livability of low- and moderate-income neighborhoods and buildings. Projects centered around walkability improvements will help residents with mobility challenges better access the neighborhoods, public transportation, and outdoor recreation. The buildout of the public infrastructure improves low- and moderate-income neighborhoods. The City will support multi-modal paths, park upgrades, and public infrastructure improvements in low- to moderate-income areas.

Discussion:

The City anticipates that some of the current projects will have remaining funding upon completion. However, the exact amount cannot be identified at this time since the projects are still active and agreements are in place.

The City expects partners to leverage CDBG funding to the fullest extent possible to implement robust programs that will help further the needs of area residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information:

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Infrastructure Improvements	2022	2026	Non-Housing Community Development	Meridian Citywide	Create a Suitable Living Environment	CDBG: \$235,221	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted
2	Public Services	2022	2026	Homeless Non-Homeless Special Needs Non-Housing Community Development	Meridian Citywide	Expand Opportunities for LMI Persons	CDBG: \$78,657	Public service activities other than Low/Moderate Income Housing Benefit: 87 Persons Assisted Homelessness Prevention: 20 Persons Assisted
3	Housing	2022	2026	Affordable Housing	Meridian Citywide	Provide Decent Housing	CDBG: \$160,000	Homeowner Housing Rehabilitated: 8 Household Housing Unit
4	Program Administration	2022	2026	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Meridian Citywide	Provide Decent Housing Create a Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$50,500	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions:

<p>1</p>	<p>Goal Name</p>	<p>Public Facilities and Infrastructure Improvements</p>
	<p>Goal Description</p>	<p>Public Facilities and Improvements are publicly-owned facilities and infrastructure such as streets, playgrounds, underground utilities, and buildings owned by non-profits open to the general public. Safe and accessible infrastructure is essential to the quality of life and building communities that support community diversity and stability. In general, public facilities and public improvements are interpreted to include all facilities and improvements that are publicly owned or owned by a nonprofit and open to the general public. Acquisition, construction, reconstruction, rehabilitation, and installation of public facilities and improvements are eligible activities.</p> <p>Meridian's goal to improve and expand public facilities may include, but is not limited to:</p> <ul style="list-style-type: none"> • ADA Improvements • Senior Centers • Homeless and Domestic Violence Facilities • Neighborhood Facilities • Health Facilities • Sidewalks
<p>2</p>	<p>Goal Name</p>	<p>Public Services</p>
	<p>Goal Description</p>	<p>Public services are an integral part of a comprehensive community development strategy. Public Service activities provide for a wide range of activities that address needs in the community provided for the target population. Public services can strengthen communities by addressing the needs of specific populations. They can address a range of individual needs and increase CDBG dollars' impact by complementing other activities.</p> <p>The City of Meridian may allocate up to 15% of CDBG funds to public services programs that provide supportive services for low- to moderate-income persons or prevent homelessness. In general, these services are provided by local non-profit partners. This funding is capped at 15% of the CDBG entitlement plus program income.</p> <p>Meridian's goal to improve and provide public services may include, but is not limited to:</p> <ul style="list-style-type: none"> • Child care • Health services • Behavioral health services • Services for homeless persons • Services for seniors • Welfare services (excluding income payments)

3	Goal Name	Housing
	Goal Description	<p>The City prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing access to decent housing and creating a suitable living environment while expanding economic opportunities for LMI persons. Meridian is committed to improving and expanding access to safe and affordable housing for low- and moderate-income (LMI) residents. Affordable and safe housing helps to provide financial stability, reduces the chances of a person becoming homeless, and promotes housing sustainability.</p> <p>Meridian's projects to improve housing sustainability may include, but are not limited to:</p> <ul style="list-style-type: none"> • Homeownership Assistance • Rehabilitation (single-unit residential and/or multi-family residential) • Energy efficiency improvements • Acquisition • The administrative cost for rehabilitation activities • Lead-based paint testing/abatement • Housing counseling
4	Goal Name	Program Administration
	Goal Description	<p>Program Administrative funds will pay reasonable program administrative costs and carrying charges related to the planning and execution of community development activities. Administering federal funds and ensuring compliance is critical for utilizing Federal resources. Meridian is committed to using CDBG entitlement funding for administration to help to continue growing a community development program that is efficient, effective, and resourceful.</p> <p>Meridian may have administration projects that include, but are not limited to:</p> <ul style="list-style-type: none"> • General management, oversight, and coordination • Providing local officials and citizens with information about the CDBG program • Preparing budgets and schedules • Preparing reports and other HUD-required documents • Program planning • Public Information • Monitoring program activities • Fair Housing activities • Indirect costs • Submission of applications for Federal programs

Projects

AP-35 Projects

24 CFR 91.220(d)

Introduction:

The City has allocated funds from the Community Development Block Grant (CDBG) program to support projects that align with the priority needs and goals outlined in the 2022-2026 Con Plan. The Con Plan serves as a comprehensive strategy for addressing community development and affordable housing needs within the jurisdiction. By allocating CDBG funds to these projects, the City aims to effectively address the identified priorities and work towards achieving its long-term goals for community development and housing.

Projects:

#	Project Name
1	2024 Emergency Rental Assistance
2	2024 Youth Scholarships
3	2024 Homeowner Repair
4	LMA Walkability NW 3 rd St.
5	LMA Walkability NW 7th (Phase 1)
6	Alternate: LMA Walkability NW 7th (Phase 2)
7	Alternate: LMA Walkability NW 7th (Phase 3)
8	Alternate: LMA Walkability W. Maple
9	2024 Administration
10	2024 Fair Housing

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

The Federal CDBG funds are intended to provide low- and moderate-income households with viable communities, including decent housing, a suitable living environment, and extended economic opportunities. Eligible activities include housing rehabilitation and preservation, homeownership opportunities, public services, community infrastructure improvements, planning, and administration.

The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program;
- Meeting the needs of low- and moderate-income residents;
- Coordination and leveraging of resources;

- Response to expressed community needs;
- Sustainability and/or long-term impact; and
- The ability to demonstrate measurable progress and success.

The primary obstacles to meeting underserved needs are the limited resources available to address identified priorities. The City of Meridian will partner with other public agencies and nonprofit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development. In the end, the need far exceeds the funding available from all sources combined.

AP-38 Project Summary

Project Summary Information:

1	Project Name	2024 Emergency Rental Assistance
	Target Area	Meridian Citywide
	Goals Supported	Public Services
	Needs Addressed	Expand Opportunities for LMI Persons
	Funding	CDBG: \$43,698
	Description	This program provides case management coupled with emergency rental assistance.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	20 LMI individuals at risk of homelessness
	Location Description	Services will be offered in the community and at provider offices and will benefit households throughout Meridian. Services may also be provided virtually.
	Planned Activities	05Q Subsistence Payments

2	Project Name	2024 Youth Scholarships
	Target Area	Meridian Citywide
	Goals Supported	Public Services
	Needs Addressed	Expand Opportunities for LMI Persons
	Funding	CDBG: \$34,959
	Description	The Youth Scholarship Program provides free or reduced participation fees to low-income Meridian youth for summer programs and before/after school program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	87 LMI children
	Location Description	Services will be provided at Boys & Girls Clubs throughout the Treasure Valley.
	Planned Activities	05L Child Care Services
3	Project Name	2024 Homeowner Repair
	Target Area	Meridian Citywide
	Goals Supported	Housing
	Needs Addressed	Provide Decent Housing
	Funding	CDBG: \$160,000
	Description	The Homeowner Repair Program improves weatherization, accessibility, energy efficiency, and visitability of LMI Meridian residents existing homes, making them safer and more financially sustainable.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	8 LMI households
	Location Description	NeighborWorks Boise business offices are located at 3380 W. Americana Terrace, Ste 120 in Boise, but the application is available online. Project manager will complete project at the residence.
	Planned Activities	14A Rehabilitation; Single-Unit Residential/14H Rehabilitation Administration

4	Project Name	LMA Walkability NW 3rd St.
	Target Area	Meridian Citywide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Create a Suitable Living Environment
	Funding	CDBG: \$40,000
	Description	This is part of a multi-year project to improve the walkability in low-mod areas. Activities may include sidewalks, installation of trash receptacles, street lights, benches and trees. This was a backup project last year and has been partially funded through funds reallocated during the PY22 CAPER and from under-budget projects, including PY22 Homeowner Repair (\$1,625) and PY23 Fair Housing (\$4,325).
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 people that live within an LMI area
	Location Description	W 3rd St from Broadway Ave to W Pine Ave and Broadway Ave from W 4th St to W 2nd St
	Planned Activities	03L Sidewalks
5	Project Name	LMA Walkability NW 7th (Phase 1)
	Target Area	Meridian Citywide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Create a Suitable Living Environment
	Funding	CDBG: \$195,221
	Description	This is part of a multi-year project to improve the walkability in low-mod areas. Activities may include sidewalks, installation of trash receptacles, street lights, benches and trees.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 people that live within an LMI area
	Location Description	NW 7th St. from 1233 NW 7th St. to 1505 NW 7th St.
	Planned Activities	03L Sidewalks

6	Project Name	Alternate: LMA Walkability NW 7th (Phase 2)
	Target Area	Meridian Citywide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Create a Suitable Living Environment
	Funding	CDBG: \$200,000
	Description	This is part of a multi-year project to improve the walkability in low-mod areas. Activities may include sidewalks, installation of trash receptacles, street lights, benches and trees. This is a backup project.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 people that live within an LMI area
	Location Description	NW 7th St. from 1505 NW 7th St. to W. Cherry Ln.
	Planned Activities	03L Sidewalks
7	Project Name	Alternate: LMA Walkability NW 7th (Phase 3)
	Target Area	Meridian Citywide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Create a Suitable Living Environment
	Funding	CDBG: \$200,000
	Description	This is part of a multi-year project to improve the walkability in low-mod areas. Activities may include sidewalks, installation of trash receptacles, street lights, benches and trees. This is a backup project.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 people that live within an LMI area
	Location Description	NW 7th St. from 1233 NW 7th St. to W. Carlton Ave.
	Planned Activities	03L Sidewalks

8	Project Name	Alternate: LMA Walkability W. Maple
	Target Area	Meridian Citywide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Create a Suitable Living Environment
	Funding	CDBG: \$200,000
	Description	This is part of a multi-year project to improve the walkability in low-mod areas. Activities may include sidewalks, installation of trash receptacles, street lights, benches and trees. This is a backup project.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 people that live within an LMI area
	Location Description	W. Maple Ave. from NW 2nd St. to NW 4th St.
	Planned Activities	03L Sidewalks
9	Project Name	2024 Administration
	Target Area	
	Goals Supported	Program Administration
	Needs Addressed	Provide Decent Housing Create a Suitable Living Environment Expand Opportunities for LMI Persons
	Funding	CDBG: \$43,500
	Description	Reasonable program administrative costs related to the planning and execution of community development activities.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Administration office is located in Meridian City Hall at 33 E. Broadway Ave. suite 102.
	Planned Activities	21A General Program Administration

10	Project Name	2024 Fair Housing
	Target Area	
	Goals Supported	Program Administration
	Needs Addressed	Provide Decent Housing Create a Suitable Living Environment Expand Opportunities for LMI Persons
	Funding	CDBG: \$7,000
	Description	This project will carry out activities that relate to fair housing. At a minimum, CDBG funds will be used to implement a Fair Housing Campaign in April. Other opportunities to promote fair housing activities will be evaluated as they arise.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	The Fair Housing Campaign will be promoted via television, radio, and social media.
	Planned Activities	21D Fair Housing Activities

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

The Action Plan does not target specific geographic areas within the jurisdiction. Funds are distributed to maximize impact across different areas, as the City does not have a concentrated low- to moderate-income neighborhood. Some projects may focus on these areas, but they are not part of a larger reinvestment initiative or Revitalization Strategy Area (NRSA). The goal is to address the needs of low- to moderate-income residents community-wide. By distributing resources broadly, the City of Meridian promotes equitable development and improves the well-being of all residents.

Geographic Distribution:

Target Area	Percentage of Funds
Meridian Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically:

The City did not identify a geographic target area as a basis for funding allocation priorities. Goals and projects are not limited to a specific area within the City.

Discussion:

All projects supported with CDBG funds are within the Meridian City limits. The projects listed in the Action Plan will benefit low- and moderate-income residents throughout the City of Meridian.

Affordable Housing

AP-55 Affordable Housing

24 CFR 91.220(g)

Introduction:

Although lower-income homeowners do not undertake improvements annually, those who do typically devote a significant share of their incomes to these projects. In 2023, homeowners in the bottom income quartile spent about 12% of their incomes on remodeling projects, nearly three times the share of owners in the top income quartile and roughly twice the average share for all homeowners. Consequently, lowest-income homeowners have contributed about 8-10% of all national home improvement spending in recent years ([TheMReport](#)) ([Today's Homeowner](#)) ([Today's Homeowner](#)).

These homeowners, often living in older homes, spent significantly more on replacement projects (51%) compared to those in the top income quartile (40%). Conversely, lowest-income owners allocated a smaller portion of their budgets to kitchen and bath remodels and additions (22%) than top quartile owners (36%) ([Today's Homeowner](#)).

Given that national spending on replacement projects tends to be more stable than on discretionary projects, the expenditures by lower-income homeowners have also remained more stable over the remodeling cycle. This stability in spending helps maintain a balance in the home improvement market, but it also highlights the disparity between the housing conditions of the highest- and lowest-income households ([Today's Homeowner](#)) ([Today's Homeowner](#)).

During PY24, the City of Meridian will support the maintenance of affordable housing for low- to moderate-income residents. The city focuses on homeowner rehabilitation programs as a key strategy to help eligible residents maintain stable housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	8
Special-Needs	0
Total	8

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	8

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion:

Meridian's approach to affordable housing aligns with the definition of affordable homeownership specified in §92.254. While the city currently does not fund homeownership activities, its funding focuses on ensuring that any homebuyer assistance activities meet the definition of affordable homeownership.

Meridian is not currently funding any rental activities as part of its Affordable Housing Goals. Instead, the city promotes affordable housing through its homeowner repair program. This program aims to assist homeowners in maintaining their homes, ensuring they remain stably housed in affordable housing. By providing resources for home repairs and improvements, the city helps homeowners address critical issues and preserve housing affordability.

Through its homeowner repair programs, Meridian aims to promote stable housing conditions and affordability for low- to moderate-income residents. These efforts contribute to creating a sustainable and inclusive community where residents can thrive and maintain affordable housing options.

AP-60 Public Housing

24 CFR 91.220(h)

Introduction:

The Ada County Housing Authority (ACHA) does not currently operate any public housing units within Meridian; however, it does administer the Housing Choice Voucher (HCV), also referred to as the Section 8 program, in that area. Serving approximately 2,251 low-income households throughout Ada County, equating to around 8% of Meridian households, this program enables participants to select rental units meeting program requirements within the county. Following identification of a suitable rental unit, tenants contribute a portion of the rent based on their income, while ACHA provides the rental subsidy directly to the landlord.

Actions planned during the next year to address the needs to public housing:

The Housing Choice Voucher (HCV) program is set to open its waiting list from May 28 to June 27 of 2024. Through a lottery system, 2500 households will be chosen and added to the waiting list. Priority will be given to elderly households, those with disabilities, families with children, and households transitioning from rapid rehousing/transitional housing programs designed for those experiencing homelessness.

ACHA continues to provide quality housing that is affordable to the low, very low, and extremely low-income households. Strategies pursued by the ACHA as outlined in the 5-year PHA plan continue to be successful and allows the authority to meet their mission to promote adequate and affordable housing, economic opportunities, and a suitable living environment free from discrimination.

The organization's strategic goals are:

1. Expand the Supply of Assisted Housing
2. Improve the Quality of Assisted Housing
3. Operate at a High Level of Efficiency
4. Promote Self-Sufficiency and Asset Development of Assisted Households
5. Ensure Equal Opportunity and Affirmatively Further Fair Housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership:

ACHA actively promotes greater resident engagement in the management of public housing through its Resident Advisory Board Meetings. These gatherings serve as crucial platforms where residents are encouraged to voice their opinions, concerns, and suggestions. By fostering open dialogue and collaboration, ACHA aims to ensure that the needs and preferences of public housing residents are effectively addressed.

The Homeownership Program has encountered significant challenges in recent years, primarily due to the changing dynamics of the housing market. Escalating property values, heightened competition, and rising mortgage rates have made it increasingly difficult for low-income families to move from renting to owning a home. To address these issues and promote homeownership among public housing residents, we are actively providing, both directly and through referrals, resources such as financial education and counseling, partnerships with financial institutions, first-time homeownership classes, budgeting assistance, and more.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance:

ACHA is not designated as a troubled PHA.

Discussion:

The City does not own or manage any public housing and relies on ACHA to provide those services to the community. The City works with ACHA on various initiatives to coordinate and promote services and resources to the community.

AP-65 Homeless and Other Special Needs Activities

24 CFR 91.220(i)

Introduction:

The City coordinates with the Boise City/Ada County Continuum of Care (CoC) to identify the strategies to address needs of those who are at risk of or currently experiencing homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

The City intends to continue to work with its partners to identify, understand, and support those experiencing homelessness (especially persons experiencing unsheltered homelessness) or at risk of homelessness with special needs in Meridian.

- **Continuum of Care Member** - The City of Meridian is a member of the Continuum of Care (CoC). The City has committed to better understanding the needs that Meridian residents who are currently or at risk of experiencing homelessness face and how to serve them better.
- **Community Collaboration** - City representatives are frequently involved in public discussions, presentations, and meetings with citizens, other government officials, and local service providers, including West Ada School District, Jesse Tree, and CATCH. This collaboration helps the community provide support, understanding, and outreach to those experiencing homelessness in Meridian.
- **Homeless Management Information System** - In previous years, the City worked with the CoC to add data points to the CoC's Homeless Management Information System (HMIS) to enable the City to determine how many Meridian residents are experiencing homelessness and the reasons for their housing crisis. The City is committed to serving the individual needs of Meridian's homeless population, as identified by the CoC and local organizations.
- **Point-in-Time Count** - The City has also worked with the CoC to conduct the annual Point-in-Time Count, which helps determine the number of people experiencing homelessness on a given day. This information allows the City to understand the level of homelessness in Meridian and develop a program that better serves those in need. The City will continue to assist with this process in upcoming years.
- **Emergency Rental Assistance** - Meridian's Action Plan includes funding for Emergency Rental Assistance. This program provides financial support to help residents at risk of homelessness remain in their stable housing.
- **PREVENT Committee** – The City is a member of this workgroup that focuses on ways to maximize resources we currently have for prevention efforts, and build out new ways of supporting our most vulnerable residents.
- **FUND Committee** – The City participates in this workgroup that aims to increase funding to match the scale of local need.

Addressing the emergency shelter and transitional housing needs of homeless persons:

While there are emergency shelter and transitional housing facilities located in other nearby cities in the Treasure Valley, none of these facilities are located within City of Meridian. The City has prioritized funding homelessness prevention to mitigate the need for these services, but also works with the CoC to assist Meridian residents who need emergency shelter. The City encourages agencies who provide these services to apply for CDBG funding, but there were no applications during PY24 for projects directly related to

emergency shelters or transitional housing projects. However, all services to be funded are available to those who qualify.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Meridian recognizes the importance of addressing homelessness and supporting individuals and families in making the transition to permanent housing and independent living. The City has implemented several initiatives and partnered with various organizations to achieve these goals.

One of the key partnerships is with NeighborWorks Boise, which receives funding from the City to assist low- and moderate-income Meridian residents with homeowner repairs. This support helps individuals and families remain in housing they can afford, thereby preventing homelessness and promoting housing stability.

The City also collaborates with Jesse Tree, a local organization that provides rental and case management services to individuals and families experiencing homelessness or at risk of homelessness in Meridian. These services aim to prevent homelessness and address the immediate needs of those currently without housing.

Meridian has established extensive partnerships with committees, organizations, and networks involved in evaluating, understanding, and addressing the needs of individuals experiencing homelessness. These include local law enforcement agencies, neighboring cities, service providers like the Women's and Children's Alliance, Boys & Girls Clubs, school districts, food banks, and many others. Through these partnerships, the City works to coordinate efforts, share resources, and implement comprehensive approaches to address homelessness in Meridian.

The City's collaboration with CATCH (Charitable Assistance to Community's Homeless) and the Continuum of Care (CoC) is particularly significant. These partnerships aim to support local service providers in assisting individuals and families experiencing homelessness, with a focus on shortening the duration of homelessness and facilitating the transition to permanent housing and independent living.

Meridian's relationships with the Ada County Housing Authority (ACHA), CATCH, and Jesse Tree are instrumental in creating access to affordable housing units for individuals and families experiencing homelessness. The City works with these organizations to develop activities and programs that not only provide housing options but also prevent individuals and families from becoming homeless in the first place.

Overall, through collaboration, partnerships, and targeted initiatives, Meridian is committed to addressing homelessness, supporting homeless individuals and families, and ensuring access to affordable housing, with the aim of facilitating the transition to permanent housing and preventing future instances of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs:

Meridian recognizes the importance of preventing homelessness, particularly among low-income individuals and families, including those who are at high risk due to various circumstances. The City is actively engaged in partnerships and collaborations to address these needs and provide support.

Meridian is an active participant in the Continuum of Care (CoC), which consists of representatives from organizations such as the Ada County Housing Authority (ACHA), Health and Welfare, mental health service providers, law enforcement, and correctional agencies. The CoC plays a critical role in coordinating efforts, collecting and reviewing data, and prioritizing strategies based on input from service providers. The coordinated entry process ensures that individuals and families across Ada County have access to necessary services and support. Regular case conferencing is conducted to discuss individual cases and develop appropriate interventions.

To further support individuals and families at risk of homelessness, the City provides funding to Jesse Tree. This partnership aims to keep families, individuals, and children who are at risk of eviction stably housed, ensuring they maintain housing stability and avoid homelessness. Meridian also collaborates with other organizations such as the West Ada School District to assess needs and provide appropriate services to individuals and families facing the risk of homelessness.

Through its involvement in the CoC and partnerships with organizations like Jesse Tree and the West Ada School District, Meridian is actively working to prevent individuals and families, especially those with low income and those transitioning from institutions, from experiencing homelessness. These efforts involve assessing needs, coordinating services, and providing financial assistance to ensure stable housing and access to support services

Discussion:

The City of Meridian recognizes the importance of addressing the housing and supportive service needs of non-homeless special needs persons, including the elderly, frail elderly, persons with disabilities, individuals with HIV/AIDS, and public housing residents. While the primary focus of the Community Development Block Grant (CDBG) program is housing stability for low- and moderate-income (LMI) residents, the City has implemented various actions to support these specific populations.

One area of focus is the provision of youth scholarships for childcare. This program helps low-income families, including those with special needs children, by offering financial assistance for childcare services. Access to affordable and quality childcare not only supports working parents but also promotes the well-being and development of children.

Additionally, the City is committed to improving walkability in low- to moderate-income neighborhoods. This includes infrastructure enhancements such as sidewalks, pedestrian pathways, and other amenities that make it easier for residents, including those with disabilities or mobility challenges, to navigate their communities. These improvements contribute to creating inclusive and accessible neighborhoods for all residents, including the elderly and individuals with disabilities.

Through these actions, the City of Meridian demonstrates its commitment to addressing the housing and supportive service needs of non-homeless special needs persons. By focusing on crisis services for victims of interpersonal violence, youth scholarships for childcare, and walkability improvements in low- to moderate-income neighborhoods, the City strives to enhance the overall well-being and quality of life for these individuals and families in the community, regardless of their housing status.

AP-75 Barriers to affordable housing

24 CFR 91.220(j)

Introduction:

Housing prices continue to rise, severely impacting the availability of affordable housing in the United States. According to Brian Montgomery, Federal Housing Administration commissioner and assistant secretary for housing, constraints on housing not only reduce the supply of affordable housing but also increase the number of households that are cost-burdened, spending more than 30 percent of their income on rent.

Land-use policies and zoning regulations constrain the supply of affordable housing. Density limits, height restrictions, parking requirements, lengthy permitting and approval processes, and community opposition all contribute to increased housing prices.

Many local planning procedures currently in place enable community opposition that stalls housing production. Reshaping local regulations allows jurisdictions to make a lasting impact on the supply of affordable housing.

HUD, PD&R Edge, *"Regulatory Barriers and Affordable Housing Quarterly Update"*

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

To remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing, the City of Meridian has implemented several actions.

Firstly, through its redevelopment plan for downtown, known as Destination Downtown, the City is actively working towards creating more diverse housing types. This includes apartments, townhomes, condominiums, duplexes, and single-family homes to cater to different housing needs and life cycles. By promoting a healthy mix of housing options, the City aims to attract residents and support new businesses, ensuring a vibrant and active downtown area.

The City has also facilitated multiple Requests for Proposals (RFPs) for publicly-owned properties in downtown Meridian. During this process, priority has been given to proposals that focus on developing mixed-use and high-density housing. By encouraging such development, the City aims to increase housing options and address the shortage of affordable housing in the area.

As part of these efforts, one awarded project, Downtown Lofts, will contribute to affordable housing in downtown Meridian. The project includes the dedication of six units specifically for participants of the local organization CATCH, which provides housing assistance to individuals and families experiencing homelessness or at risk of homelessness.

Through these actions, the City of Meridian is actively working to remove barriers to affordable housing by promoting diverse housing options, facilitating the development of mixed-use and high-density housing, and ensuring the inclusion of affordable units in new projects. These initiatives aim to create a more inclusive and accessible housing market while addressing the negative effects of public policies that may hinder the availability and affordability of housing in the community.

Discussion:

The City will continue to identify areas to reduce barriers to affordable housing.

AP-85 Other Actions

24 CFR 91.220(k)

Introduction:

The City of Meridian continues to remain involved in several efforts to address the needs of the underserved and promote efforts to coordinate the many components related to housing, suitable living environments, and promoting safer living environments.

Actions planned to address obstacles to meeting underserved needs:

The City's planned actions to address obstacles to meeting underserved needs demonstrate a proactive approach to improving the well-being of its residents and reducing disparities.

Engaging in conversations with neighboring communities and service providers is a valuable step in identifying and addressing underserved needs. By collaborating and sharing information, the City can gain a comprehensive understanding of the challenges faced by its residents and work towards effective solutions. This approach also fosters regional cooperation and allows for a more holistic approach to addressing community needs.

Allocating funding to provide housing stability for those at risk of homelessness and extended care programs for youth reflects the City's commitment to preventing homelessness and creating supportive environments. By investing in these initiatives, the City aims to address immediate challenges and provide individuals and families with the necessary resources and support to maintain stable housing and improve their quality of life.

The collaboration between the Economic Development Administrator and the CDBG program demonstrates an integrated approach to aligning the needs of residents with economic opportunities. This coordination can help identify strategies to enhance economic development, promote job growth, and improve access to employment and economic resources for underserved populations.

Expanding relationships with private providers, developers, and social services providers is another key action to reduce obstacles to achieving decent housing, a suitable living environment, and expanded economic opportunities. Building strong partnerships with these stakeholders can facilitate the development of affordable housing projects, encourage the provision of necessary services, and foster community-driven solutions to address unmet needs.

By implementing these planned actions, the City of Meridian aims to address obstacles, reduce disparities, and ensure that all residents have access to affordable housing, supportive services, and economic opportunities.

Actions planned to foster and maintain affordable housing:

The City intends to partner with local service providers that will assist in fostering and maintaining affordable housing.

Projects funded during PY24 will provide:

- Emergency assistance to families who are at risk of eviction and homelessness;
- Assistance for homeowners to make necessary improvements to maintain their current housing; and,

- Scholarships for children to participate in extended care programs so their caregivers can work.

Additionally, the City will be working with service providers that focus on providing stability to those with mental health and/or substance use disorders to allow them to gain or maintain affordable housing with access to care coordination. The City will also explore additional partnerships with mission-driven and private developers to bring more workforce housing into downtown and underutilized land parcels.

The City is actively working to develop workforce housing and opportunities for residents to increase their income to foster and maintain affordable housing.

Actions planned to reduce lead-based paint hazards:

Meridian's CDBG projects, which require lead-based paint actions, are generally limited to housing rehabilitation.

The Lead-Safe Housing Rule (LSHR) process involves the following areas: notification, lead hazard evaluation, lead hazard reduction, and clearance. CDBG housing rehabilitation projects do not require ongoing lead-based paint maintenance. Lead-based paint activities apply to all homes built before 1978.

Meridian has written policies and procedures for all programs required to comply with the HUD lead-safe housing rule (LSHR). Additionally, the City requires lead-based paint policies and procedures with any partners who may administer these programs on the City's behalf. Contractors in the housing rehabilitation program have lead-based paint requirements integrated into their contract for services with the homeowner.

Actions planned to reduce the number of poverty-level families:

The objectives of the CDBG program are to address the needs of low to moderate-income residents in Meridian. Generally, the CDBG-funded programs in the current Action Plan work toward this end, whether through direct service delivery through contracted subrecipients or infrastructure improvements to reduce blight and address accessibility issues.

In addition to the programs, the City has developed many partnerships with service providers, non-profits, state agencies, and other entities to address issues affecting poverty.

Actions planned to develop institutional structure:

In recent years the City made the CDBG Administrator position a full-time position and changed the position title to Community Development Program Coordinator. This position is now funded out of the City's general fund. This institutional change is designed to provide more time to effectively manage the CDBG program and provide flexibility for the position to expand efforts into economic and other areas that can help meet the community development needs of the City.

Staff will continue to work to attain relevant and appropriate professional development training during the program year to learn and address current and future institutional problems. Discussions will continue about the expansion and opportunities to add new program staff to assist in this community development work.

The City was involved in the institutional restructuring of the CoC and the implementation of new HMIS and Coordinated Entry standards for service providers in the County. These activities have altered the institutional framework of housing and other service providers in the region and have improved the efficiency and transparency of the collaborative work to address these needs. The City hopes to identify new institutional structures that can be developed, reformed, or changed to better support those most at risk in the region.

Actions planned to enhance coordination between public and private housing and social service agencies:

City staff will be working with the CoC to identify ways to enhance coordination between public and private housing and social service agencies. As in many communities, there is not enough funding to provide the necessary level of services, so the CoC plans to identify a way of coordinating services that are available and reducing duplication of services for a more effective use of funding. Multiple methods will be explored including phone apps and enhancing services that are already available.

The City's partnership and funding relationship with local housing service organizations including NeighborWorks Boise, Jesse Tree, and Ada County Housing Authority will continue to expand in this program year. In addition, coordination with other organizations like CATCH, Boise Rescue Mission, Interfaith Sanctuary, Terry Reilley, El-Ada Community Action, Jannus, Idaho Office for Refugees, Agency for New Americans, Women's and Children's Alliance, and all members associated with the local CoC (including private housing developers) will continue to be built upon to improve networks, coordination, and problem solving in the jurisdiction.

Meridian's participation in the local CoC, housing and homelessness roundtables, and other regional coordination efforts outlines the City's continued action plan for enhancing the networking and coordination between public and private housing and social service agencies.

Discussion:

The City intends to fund multiple projects that will improve access to affordable housing and suitable living environments for Meridian residents. Staff will be working with subrecipients to identify barriers within their programs and find ways to address them to provide more effective services. Staff will also identify ways to improve and expand Meridian's CDBG Program for future years.

Program Specific Requirements

AP-90 Program Specific Requirements

24 CFR 91.220(l)(1,2,4)

Introduction:

The City is in compliance with the program-specific requirements outlined in 24 CFR 91.220(l)(1), (2), and (4) for the Community Development Block Grant (CDBG) Program. The Projects Table identifies the planned use of all CDBG funds, including program income and other funding sources.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1):

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements:

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The City's certification period includes program years 2024, 2025, and 2026. Outside of admin and fair housing, the City will allocate all funding for PY24 to LMI projects. The City commits to meet the 70% LMI benefit requirement of the federal CDBG program over the span of that three-year certification period.

Attachment 1: Citizen Participation

Planning for Action Plan

Public Comments

Public feedback on potential service providers and projects to be funded in the upcoming year was gathered from March 15 to April 7, 2024. Public hearings were held on March 26 and April 9, 2024. The City accepted comments via testimony at the public hearings, phone calls, emails, or by completing a survey that asked questions about the needs of the community.

The survey was completed by 50 participants that identified as either a Meridian resident or someone who works with Meridian residents. There were an additional 6 responses from people who were not connected to Meridian, these responses were not included in the feedback. Below are the results of the survey and comments received from all methods.

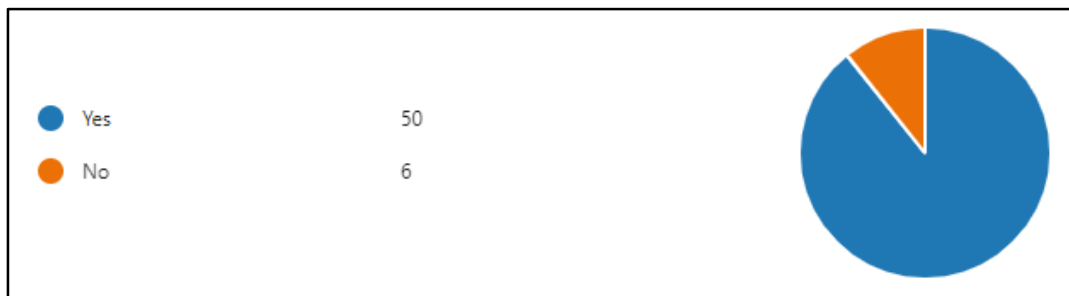


Figure 1: Number of survey participants reporting that they or someone they knew required services in the past year.

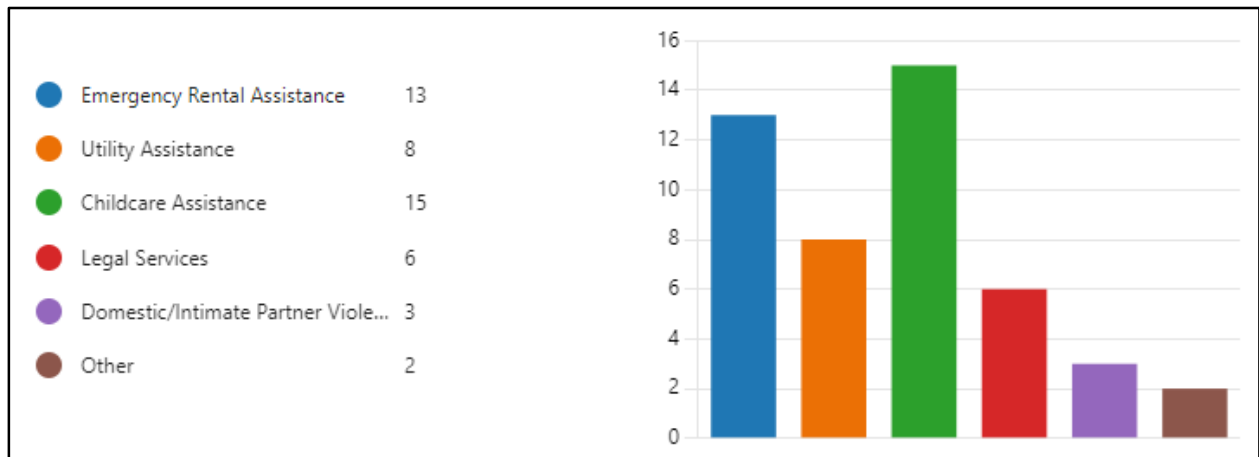


Figure 2: The types of services that were required from Figure 1.

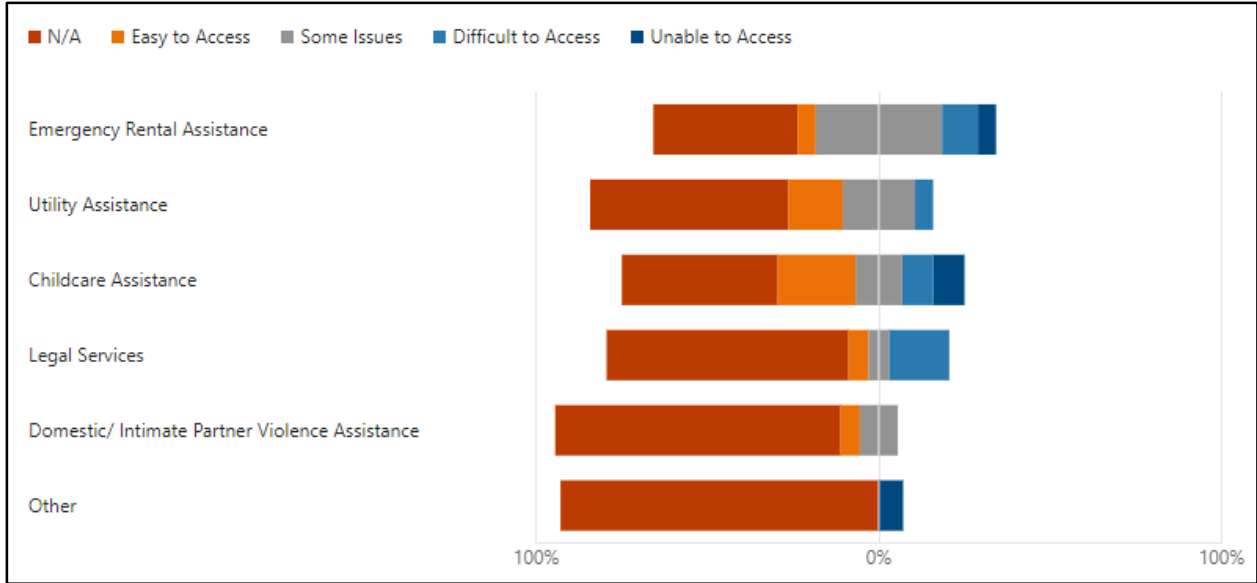


Figure 3: Level of ease accessing services.

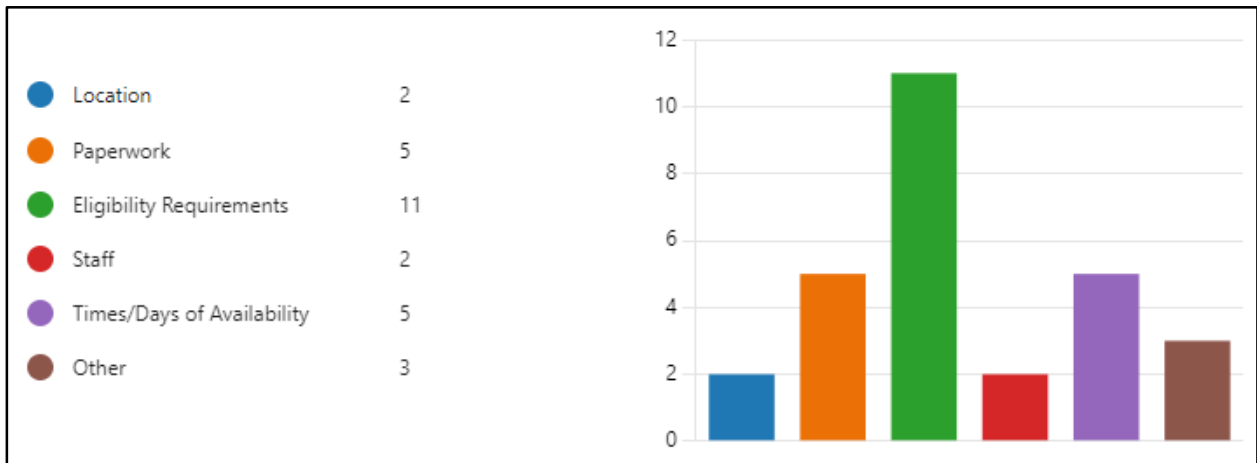


Figure 4: Barriers to accessing services.

Current Contacts	Emergency Rental Assistance Mental Health Childcare
Additional Outreach Required	Public Transportation Credit Repair
Ineligible Projects	Clothing for Teens

Table 9: Partnerships suggested during survey.



Figure 5: Voting during outreach events during the planning period.



Figure 6: Table at Do the Right event.

Commenter	Method of Submission	Summary of Comments
Anonymous	survey	As a parent with a child at Compass Public Charter School, which has Mondays off, finding affordable Monday child care is challenging. The Boys and Girls Club only operates before and after West Ada School days. Solutions could include the Boys and Girls Club opening all day on Mondays, tuition assistance for the Skyhawks Academy program with transportation to the Boys and Girls Club, or Meridian Homecourt offering all-day Monday childcare.
Anonymous	survey	As a disabled individual with metal allergies, I struggle with inadequate Medicaid coverage and housing needs. Unable to work and needing

		child care, I face uncovered costs for essential physical therapy, chiropractic treatments, and medical equipment. I urgently need more low-income, 3+ bedroom apartments to avoid homelessness due to bad credit. While one of my children received a scholarship and the Medicaid/EBT processes were smooth, other assistance is lacking. I urge the Idaho legislature to expand Medicaid for therapy and chiropractic care, increase housing options, cover The Wellness Center, provide emotional therapy with animals, and help repair my credit and identity. Additionally, I call for mental health programs like San Diego County's Catalyst to support the many residents in Idaho who need such services.
Anonymous	survey	I would appreciate more access through email and virtual communication. Jesse Tree and El Ada were great with this sort of communication.
Anonymous	survey	Jesse Tree’s online application made it easier to access services.
Anonymous	survey	I found the service at the Meridian main branch very unhelpful and even slightly rude and condescending. I need someone more helpful and knowledgeable to assist with my inquiries regarding the Boys and Girls Club.
Anonymous	survey	I'm unaware if the city provides emergency rental assistance, aside from the expired Boise City/Ada County Housing Authority program and Jesse Tree. I have friends who might need rental assistance, but I don't think any have tried to apply. It would be helpful to have a page on the city website listing available assistance resources. Additionally, the city could consider purchasing VRT bus passes for Meridian residents who need transportation to access work opportunities.
Anonymous	survey	I did not qualify for ICCP (Idaho Child Care Program). The Boys and Girls Club has been very easy and helpful with everything else.
Anonymous	survey	General accessibility to transportation and its availability.

Table 10: Comments received during the public comment period for the planning process.

Affidavit of Publication

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Canyon and Ada

21410 491069
1 MERIDIAN, CITY OF

33 E. BROADWAY AVENUE
MERIDIAN, ID 83642

SHARON JESSEN
of the State of Idaho, being of first duly sworn, deposes
and says:

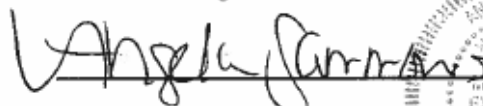
1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper and on IdahoPublicNotices.com 1 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 03/15/2024



 SHARON JESSEN
 STATE OF IDAHO

On this 15th day of March, in the year of 2024 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.



 Notary Public of Idaho
 My commission expires



AD# 491069AD#

LEGAL NOTICE

**CITY OF MERIDIAN
NOTICE OF PUBLIC PRESENTATION AND
PUBLIC COMMENT PERIOD
Regarding Meridian's Community Development
Block Grant (CDBG) Program**

This Notice can be provided in a format accessible to persons with limited English proficiency upon request. Contact Crystal Campbell at ccampbell@meridiancity.org for assistance.

Se le puede proveer esta notificación en un formato accesible para las personas con conocimientos limitados del inglés a pedido. Comuníquese con Crystal Campbell en ccampbell@meridiancity.org para obtener ayuda.

ALL CITIZENS ARE INVITED to attend a public hearing on Tuesday, March 26, 2024 at 4:30 P.M. regarding the investment of CDBG funds in the Meridian community. Participants can attend in person at Meridian City Hall or virtually at <https://meridiancity.org/live>.

A PUBLIC COMMENT PERIOD will open **March 15, 2024 and continue through April 7, 2024**. During this period, oral and written comments about planning activities for the 2024 CDBG Action Plan will be accepted. All comments should be addressed to Crystal Campbell at: City of Meridian, Community Development Department, 33 E. Broadway Ave., Ste. 102, Meridian, ID 83642; (208) 489-0575; or ccampbell@meridiancity.org.

The City of Meridian is designated an Entitlement Community by the U.S. Department of Housing and Urban Development (HUD). This designation allows the City to receive funds annually from HUD's Community Development Block Grant (CDBG) Program.

The City anticipates that it will receive an allocation of \$482,362 on October 1, 2024. In order to receive these funds, the City must submit an Annual Action Plan to HUD identifying the projects the City will undertake to meet the goals identified in the 2022- 2026 Consolidated Plan that will benefit low and moderate income residents in the upcoming year. The Consolidated Plan goals address public facility and infrastructure improvements, housing, and public services.

All citizens may provide testimony. Copies of the Consolidated Plan goals and priorities are available on the City's CDBG website: <http://www.meridiancity.org/cdbg>. Special invitation is extended to persons with disabilities, residents of assisted housing, and Meridian business and property owners. Meridian City Hall is a handicapped accessible facility.

If you require accommodations related to physical, visual or hearing impairments or if you require language interpretation, please contact the City Clerk at (208) 888-4433.

Si requieren adaptaciones relacionadas con impedimentos físicos, visuales o auditivos o si requieren interpretación de idiomas, comuníquese con el Vendedor de Ciudad al (208) 888-4433.

March 15, 2024 491069

Draft Action Plan

Public Comments

Public feedback regarding the draft Action Plan and the designated projects was collected during the public comment period from June 11 to July 17, 2024 and during the public hearing held on July 9, 2024 and July 16, 2024. The City accepted comments via testimony at public hearings, phone calls, emails, or by completing a survey that asked questions about the value of the identified projects.

The survey was completed by 59 participants that identified as either a Meridian resident or someone who works with Meridian residents. There were an additional 2 responses from people who were not connected to Meridian, these responses were not included in the feedback. Below are the results of the survey and comments received from all methods.

Meeting the Needs of the Community

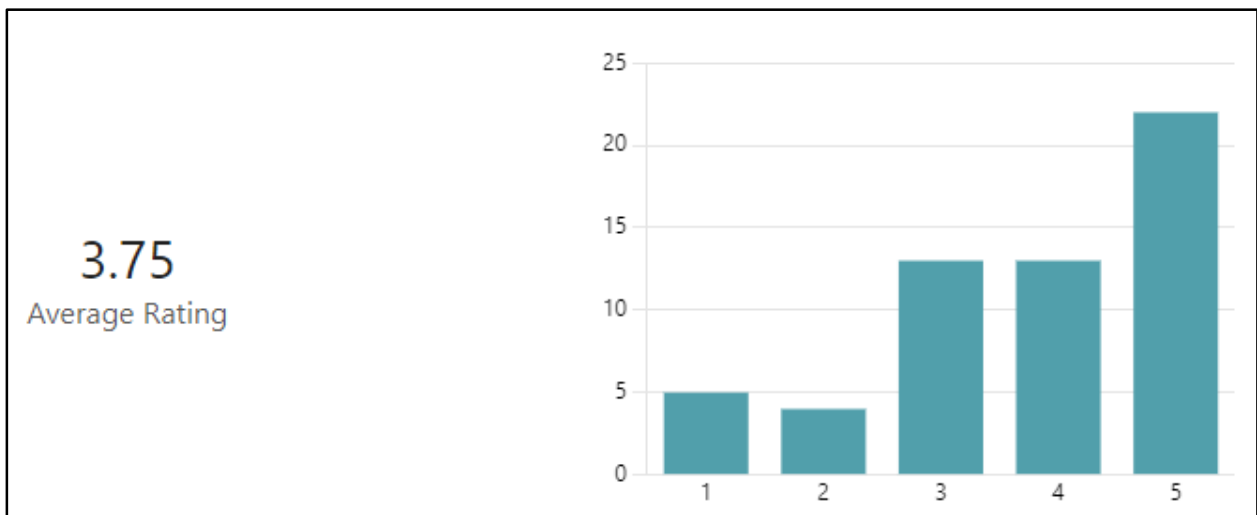


Figure 7: Proposed projects address the current needs of the community.

ID	Name	Responses
1	anonymous	More emphasis could be placed on addressing the shortage of affordable housing options for community members.
2	anonymous	Well lit sidewalks are essential for a safe community. More people living in apartments may need better walking access to stores, schools and parks. Rental assistance is also important as in creating a community that cares about its neighbors. All needed so we can be good citizens.
3	anonymous	They all affect the needs (and not just wants) of those in need within the community.
4	anonymous	I've read the proposed plan and feel that it will meet the current needs of our community.

ID	Name	Responses
5	anonymous	<p>You keep trying to expand, and you've ruined a wonderful community. I left a major corporation to move stay here in 1992, when it was one of the best in the nation. You've helped make things unaffordable for many of the people here, and many are now homeless. You leader/s don't care about the community. You just want to Bragg about all the growth you've created, at the cost of the local people here who put you into office! Where is Tammy these days, she did a good job!</p>
6	anonymous	<p>I would love to see improved sidewalks on Black Cat from Ustick to Franklin, as my kids could ride their bikes to school if there was a safe path for them. The Rental Assistance and childcare scholarships do not affect me as I do not rent and I do not use childcare. I don't really know what the homeowner repairs consist of, but if they could help me replace my fence or make my house more energy efficient even though I use a gas furnace and not electric, than this might be beneficial. I wish there was another couple community pools throughout Meridian so the one location wasn't so busy and if at least once could be an indoor pool so we could have access year around, my family would love that! We live near Black Cat/Ustick and do not have neighborhood pool access.</p>
7	anonymous	<p>I think there is a lack of community engagement that educates the general public about what the actual needs are in the City of Meridian. Meridian overall paints itself as this warm and fuzzy bedroom community which is only partly true.</p>
8	anonymous	<p>These seem to be the most pressing needs of people in my community of low income as rent and childcare costs rise and people can't afford cars/gas and need to commute to work and complete household tasks by foot and bike.</p>
9	anonymous	<p>It's important that there are emergency programs to help people stay stably housing during emergencies. Many people live paycheck-to-paycheck, which leaves them one step away from not being able to afford rent and possibly losing their home. With rents at an all-time high, these programs can help make sure people are able to stay in their homes. The next most expensive cost to families is childcare costs. Having funds to help people cover the cost of childcare so they can go to work and continue to make money is very important to ensuring people are being taken care of. Next, homeowner repairs are important because a safe home can help people live and sustain healthy lives. Lastly, having safe and accessible sidewalks can ensure that people are able to walk and get to where they need without there being barriers to the locations they need to be.</p>
10	anonymous	<p>I believe these are all important areas to help people out who are struggling. Perhaps vehicle repair could be a future project. About a third of our clients have reported having unreliable vehicles that could cause them to not be able to drive to work.</p>

ID	Name	Responses
11	anonymous	Some I simply am just ignorant to.
12	anonymous	As a social worker who lives in Meridian and works with families in Meridian, I believe emergency rental assistance and childcare scholarships are vital to our community.
13	anonymous	It is no surprise to you there is an affordability crisis when it comes to housing cost and child care.
14	anonymous	I believe there should be better language access and PUBLIC TRANSPORTATION, especially in low-to-moderate-income neighborhoods.
15	anonymous	Homeless prevention is of the utmost importance in our community
16	anonymous	The biggest foundation for improving the livelihood of Meridian residents starts with emergency rental assistance (stabilization) and is followed by scholarships, walkability improvements, and homeowner repairs, in that order.
17	anonymous	Childcare scholarships and rental assistance are very critical for those who earn below 80% of the average median income. This assistance helps them sustain employment and remain in good standing so their family can be safe and cared for.
18	anonymous	I think these are all needs that Meridian residents need and are struggling with at the moment.
19	anonymous	It's hard to know what to say on the little detail here. But in general I feel there are state programs and federal programs to help assist with childcare and rent. I feel like assisting the elderly/diabled with home improvements is reasonable and needed, like to see more programs that assist the community at large, community education. Classes that help a person become certified in skills and less dependent on the gov. Programs that help teens understand how to live as an adult-finance, budgeting, cooking. Parenting classes would also be valuable.
20	anonymous	What's the definition of an emergency? I'm absolutely supportive when it comes to real emergencies like victims of fire or natural disasters. I'm absolutely against supporting bad financial choices using our tax dollars. Same applies to the support of homeowners. I am a homeowner and it's a constant struggle to keep up with maintenance and repairs. I support community initiatives to help elderly who don't have family but I'm against the use of taxpayer dollars. Enhancement of sidewalks is ok, but our leadership always needs to go all in and wants to build now everywhere ultra wide sidewalks that many living alongside don't want.

ID	Name	Responses
21	anonymous	These projects will help renters, homeowners, lower income parents, children and seniors.
22	anonymous	While those are good programs, where do we find the list of all programs/items the grant can be used for?
23	anonymous	I feel it is rather broad, I wish it would cover actual working class, middle income families that don't qualify for anything. Low income get benefits, high income don't need it, lower middle class are truly struggling, yet don't qualify for anything and get taxed and pay for everything.
24	anonymous	lack of exposure
25	anonymous	Focus on home-related topics are hugely important! Having a safe home is the basis of stability and dignity.
26	anonymous	All proposed projects are needed with in Meridian, and will help the overall community.
27	anonymous	We should NEVER ACCEPT FUNDS from the FEDERAL GOVERNMENT!! that contract will ADD TERMS AND CONDITIONS that are NOT CONDUCIVE to the residents of Meridian and these FUNDS WILL IMPOSE restrictions to those residents of Meridian in a NEGATIVE WAY.
28	anonymous	Too few for the larger good. Mostly directed to benefit a few. I support walkability
29	anonymous	Projects 1 and 3 are specifically for a certain demographic, not the whole community.
30	anonymous	Looks good
31	anonymous	Traffic and cost of living are more of a problem.
32	anonymous	Why do you not have any senior programs lined up? We are an often forgotten segment of Meridian. Here we are, on fixed incomes, facing inflation and rising property taxes.
33	anonymous	All good, but traffic safety and parking is another.
34	anonymous	All good causes
35	anonymous	-Was the Boys and Girls Club the only option, what about further support for the Y. -The walkability concept: Before investing in sidewalks, the analysis should support an assessment that bike lanes would be a more accessible option to those within and transferring through

ID	Name	Responses
		these areas. -Community development, but nothing for creating or sponsoring a program (perhaps with schools or a child program) with the goal of planting trees.
36	anonymous	Haven't you heard the U S Taxpayers are broke! We don't have the money.
37	anonymous	We've got to make substantial steps in the affordable housing and rental housing space. It is coming, if it isn't here already, and we better get prepared
38	anonymous	Sounds good but depends on execution for results. We'll see how it turns out.
39	anonymous	the cost of housing needs to drastically be addressed. as a parent of a 26 year old single male with a child under the age of 6 the housing situation is so drastic that he is forced to live with me. i feel as though the income level needs to be addressed and the cost of living be taken into consideration. i as a homeowner struggle to keep all my bills paid so asking people to "rent" accommodations at a higher cost than what my house costs me is insane, how do we ever expect the working poor to be able to afford that.
40	anonymous	We have been wanting sidewalks in our older neighborhood for over a decade. It will be so much safer for kids to walk to school
41	anonymous	No amount of government money is going to help the housing crisis. The problem is people paying more for a house than it's worth, which in turn makes other houses expensive, and then with this over inflated house value, the government taxes people on a fake value, thus the cycle just keeps going.
42	anonymous	Better to help avoid losing home than at stage of homelessness. Home repair gives security and value, saves \$ for other important things
43	anonymous	This would better the community and help those in need. It would increase the visibility of neighborhoods making them look better and than other communities miles down the highway in the 2C area.
44	anonymous	I feel a north/south sidewalk expansion so close to 8th street is much farther down in importance. NW 7th does not have nearly the traffic it used to and the improvements around us have helped greatly. I think it is more pressing to connect east to downtown with improved/safe bike lanes and/or sidewalks. Additionally our old neighborhood has a certain feel that is hard to describe with people walking on the street. Neighbors slow down and talk and walkers present on the street is part of our neighborhood. With the new development to

ID	Name	Responses
		the east- please don't make us look like them. We moved here 20 yrs ago for the feel of this street.

Figure 8: Comments on the projects meeting the needs of the community.

Emergency Rental Assistance

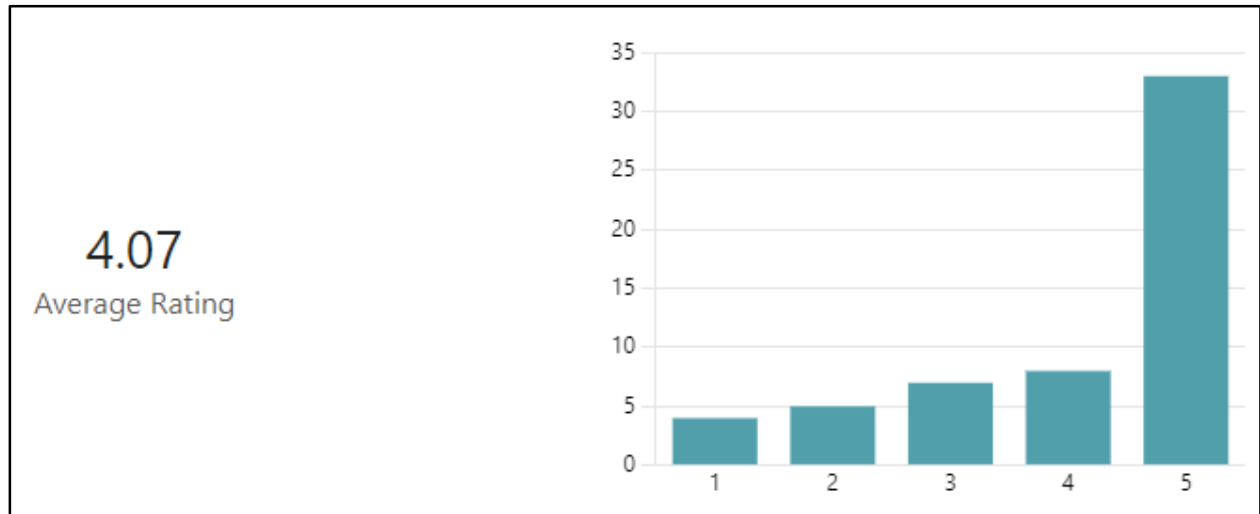


Figure 9: Importance of emergency rental assistance to maintain housing stability.

1	anonymous	I think it's a good first step, but should be partnered with other programs to strengthen and support those at risk of homelessness.
2	anonymous	Yes. Anyone can lose their job to illness or downsizing. Tough when even college grads have to live at home because they can't afford to rent.
3	anonymous	In many cases, yes. For those members living on the edge, this can be a lifeline. As with any charitable giving, there are always opportunities for abuse but, as COVID demonstrated, emergencies can happen to anyone.
4	anonymous	Yes. There are a lot of hard working people in our community who just can't make those ends meet. They can't qualify for government assistance because they make "too much money" but they can't afford to live.
5	anonymous	Yes to the extent \$43,698 will provide the assistance.

6	anonymous	No. It helps some, but doesn't come close to helping the hardworking people who can't afford to live here anymore
7	anonymous	I think the income limit is to high to receive assistance
8	anonymous	I think stopping companies from buying up all the land so that rental prices can be more affordable would help better.
9	anonymous	Absolutely a need and the annual requirement of less than 63K should shock people.
10	anonymous	Eviction is a rising problem in Meridian as the City continues to develop and have more renters living in homes and multi-family projects. As the cost of rent continues to increase along with population growth, wages likely will not keep pace and more renters will need support during a financial setback. it will only become more important for Meridian to invest in keeping people housed. Meridian does not have a serious homeless problem, however an increasing number of people are losing their homes in Meridian and being taken to eviction court. It will be important for Meridian to continue to invest in homeless prevention to stay ahead of this problem.
11	anonymous	Yes
12	anonymous	Yes, it's incredibly important! People who are living paycheck-to-paycheck are just one emergency expense away from not being able to pay rent and possibly facing eviction which costs even more money. People need to have a safety net in order to help them out of these situations. It's difficult now more than ever to save enough money to have for an emergency.
13	anonymous	Yes. The eviction process is a very fast process in Idaho. Rent owed to stay housed and avoid receiving an eviction judgment is a fraction of the cost it would take to rehouse a person who becomes homeless.
14	anonymous	Yes, prevention is far most cost effective then rehoming/rehousing.
15	anonymous	Yes, data shows that 95% of Jesse Tree clients are still housed 5 years after receiving ERA.
16	anonymous	Yes. Prevention dollars cost roughly \$2,000 per family per year compared to the \$53,00 per person per year post-homelessness.
17	anonymous	Absolutely. Keeping people from becoming homeless is a great way to keep people from being homeless.

18	anonymous	Yes, considering that the State of Idaho has not changed their minimum wage to meet the housing needs
19	anonymous	yes, it can be one unexpected event that puts a family behind on rent and it is much less expensive to provide rental assistance than it is to re-home a family after experiencing homelessness
20	anonymous	Yes. Emergency rental assistance is imperative to reducing homelessness in our community. Because of the sprawl in Meridian, it is easy to think there isn't as big of a housing crisis because so many folks who are experiencing homelessness might not be seen. Jesse Tree's work provides important support for Meridian residents since it isn't just a rent check. I think of it as them not just giving their clients a fish, but actively teaching their clients how to fish. When more money is put into prevention work, fewer folks are falling into homelessness, which allows the agencies that are addressing actively homeless populations more resources to support the folks who don't have the same resources as Jesse Tree clients.
21	anonymous	Yes, the landlord needs to be paid for the use of their home and so this offers a stop-gap solution to ensure payment is made while not making the financial situation for a low-income household untenable. As a landlord, I've experienced receiving a Jesse Tree payment while a tenant was unemployed and they found employment after two months and stayed in the home, while I was able to pay my mortgage and avoid default.
22	anonymous	Prevention is key. It is much cheaper to keep individuals or families housed than to take care of them once they are experiencing homelessness.
23	anonymous	These types of programs often delay what will happen anyway. Putting money into community education that teaches how to avoid these issues is better in the long run.
24	anonymous	Something is fundamentally wrong if someone ends up in such a situation. Using tax dollars to put a temporary bandaid on is not something I support.
25	anonymous	Rental assistance can help our neighbors stay in their home when faced with temporary financial issues. Many times people just need a little more time to catch up, this can give them the opportunity.
26	anonymous	Being that these numbers are not reported, is there really a need. If they are reported on a website why are they not put on more visible resources i.e. City of Meridian facebook etc?
27	anonymous	It is a temporary solution. It does not solve the real problem. Landlords that charge rent that is too high, wages are too low, and are politicians in Idaho are not doing anything to help actual

		citizens. They are worrying about irrelevant and made up problems from other states and taking away our rights.
28	anonymous	Absolutely! We need to focus on prevention more and get people the support they need to avoid homelessness.
29	anonymous	Yes, the research shows the efficacy of keeping people housed and it saves taxpayers money.
30	anonymous	Because I work at the Meridian Senior Center, I know there are some of my seniors who are struggling, hopefully this project will assist them as well.
31	anonymous	FUNDS from a Federal, state or City only continues the paths of 'dependency'. if someone wishes to find housing, they need a JOB, EMPLOYMENT so they can EARN the money to purchase a home or pay rent. there is NO ROLL in government for this.
32	anonymous	Nope
33	anonymous	No, I do not. There are other established agencies to assist those who are truly in an emergency homeless situation. Even though it's a 'grant,' it's still the result of taxpayers funds and I do not intend to fund those who become deliberately homeless, knowing that hardworking people with pay their bills.
34	anonymous	Our church has heard from people that the scope of who it helps is very narrow
35	anonymous	You can't buy self-discipline and ambition.
36	anonymous	I'm just not a handout type person. I lost my home to a short sale in 2013 and stayed in a homeless shelter for 1 night, then decided to stop feeling sorry for myself. It wasn't easy, but I worked 2 jobs, 7 days a week and gave up drugs and alcohol. I learned a trade and rebuilt my life. Now I own 2 homes without any type of public assistance. There are well paying all around the treasure valley. I just overheard my boss today, saying we could use 15 more workers (HVAC.)
37	anonymous	Depends on how it's used. If it's for an occasional emergency, like the loss of a job or an unexpected medical expense, then I think it's a good thing. If it's used because people can't live within their budgets or amass a lot of credit card debt, then we are just pushing the cart down the road to where those same helped individuals will soon become homeless. I'd rather see you accompanying the assistance with some kind of financial literacy programs.

38	anonymous	I believe so. There are plenty of people who fall into homelessness from factors outside of their control. Having emergency dental assistance can mean a family can still put food on the table for their children, and pay medical bills, with the assistance from rent.
39	anonymous	I assume it does.
40	anonymous	It is a poor placed band aid as there is normally an underlying reason for that rental issue. Who decides on who will get that money, will it be 50 families, there should be some type of agreement toward accepting the assistance and their activity/support for the community.
41	anonymous	No it just makes them more dependent on someone else paying their bills.
42	anonymous	We need to redouble our efforts. with inflation and interest rates, these are not poor people we are helping, its our neighbors in starter home neighborhoods
43	anonymous	How have no idea how effective it actually is.
44	anonymous	with the amount proposed i feel like it may help for some but for others no
45	anonymous	I don't know too much about it.
46	anonymous	Please provide a lot more information on who will qualify for these funds and any checks and balances you hat will be attached to the funds
47	anonymous	No, all it does is delay the inevitable. The rent situation is the same, landlords know they can charge an over inflated rent price and nothing people can do.
48	anonymous	Easier to help keep in place. Relief as needed due to a short term circumstance
49	anonymous	Yes. Not everyone can afford some necessary improvements and they shouldn't have to go into debt to maintain their homes.
50	anonymous	I don't have enough info to answer but overall am in support of helping people stay housed.

Figure 10: Emergency rental assistance helps keep people from becoming homeless.

Youth Scholarships

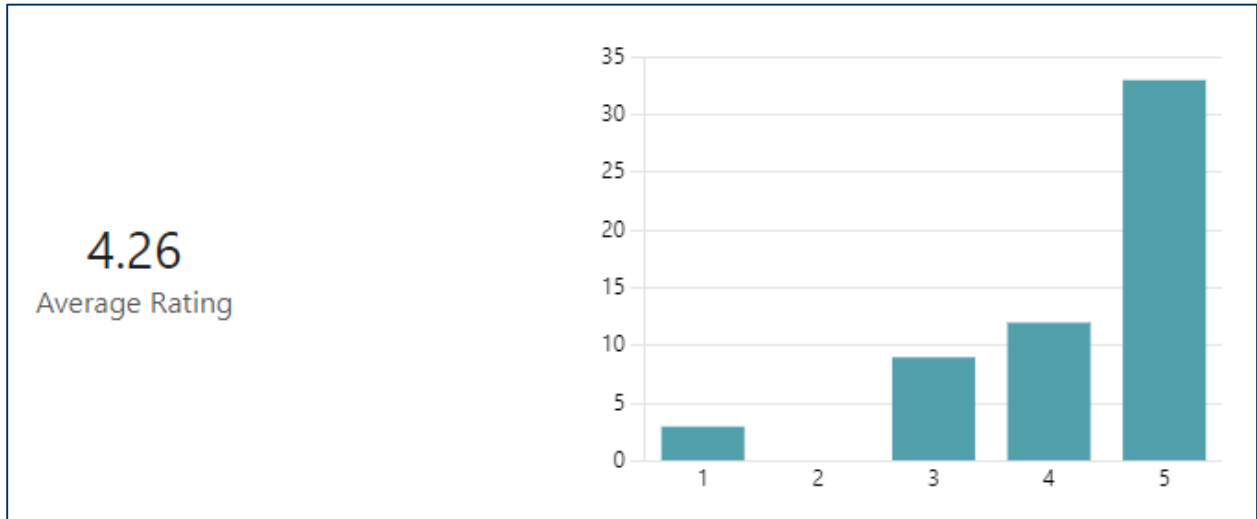


Figure 11: Childcare scholarships are critical to support families in our communities.

ID	Name	Responses
1	anonymous	Yes, giving families the ability to have low cost child care provides them the opportunity to work or go to school to improve housing stability.
2	anonymous	Paid maternity leave could solve this issue but in this state this will never happen. It is up to local communities to step up and help.
3	anonymous	It allows those who may not be able to afford childcare to work in order to meet their families' needs.
4	anonymous	There is not enough funding for American citizens in any way in this country, so any help is better than nothing.
5	anonymous	Yes, If the Boys and Girls Club is able to provide enough scholarships for \$34,959 for all those who need the support.
6	anonymous	Don't know much about it
7	anonymous	I think schools need to stop going to 4 days/week so that childcare doesn't have to be so necessary. I have a large family, 7 kids, and I could never afford childcare unless it was completely free for us. Fortunately we haven't had to use childcare but I think it should be affordable for all who need it.
8	anonymous	Yes and I would hope we are working on expanding the locations available with the City expansion.

ID	Name	Responses
9	anonymous	Yes, allowing parents to work to increase income to be able to pay bills like housing
10	anonymous	Summer childcare programs and extended care help parents who are working to make sure their kids have somewhere to go and people to look after them when they need to be at work. It's not feasible to have one working parent anymore with the rising costs of the economy. Anything to help kids stay engaged and learning throughout the summer is benefit to both kids and their parents.
11	anonymous	Yes, childcare costs have skyrocketed. Many families do not have the ability to maintain rent and bills and pay for childcare simultaneously.
12	anonymous	Yes, absolutely. Single parent households are a reality and without this support, parents are NOT able to go to work.
13	anonymous	Yes. Childcare is a huge expense for families and a major barrier to sustainability
14	anonymous	Childcare is a family's second highest expense after housing cost. Many families work a second job only to have the majority of that pay go toward paying for childcare. It is a vital service for family's yet no one can afford it.
15	anonymous	Childcare is notoriously extremely expensive and time consuming. Helping to remove this burden from families will make a tremendous difference
16	anonymous	I do, but I would stress that when we think of childcare we need to also consider having culturally appropriate and language accessible childcare. Spanish is no longer the only other language to consider in Treasure Valley/Idaho
17	anonymous	yes
18	anonymous	Childcare is expensive and inaccessible for many working families - providing scholarships to help those families (especially single-parent households) will allow folks to meet in the middle and still maintain their budget for rent, utilities and necessary goods like groceries and gas.
19	anonymous	Childcare costs are in some instances higher than rent when a family has multiple children, so yes affordable access to Boys & Girls Club services is critical to sustaining a family's household finances. Today, both parents have to work just to keep up with the bills and where are the kids to be then while the parents are at work? This is even worse for a single parent, so the Boys & Girls Club is vital to sustainability for a working parent.
20	anonymous	Absolutely. Every high expense families have to deal with increases the risk of housing instability.

ID	Name	Responses
21	anonymous	Having community funded centers is awesome!
22	anonymous	I think affordable childcare and good quality education is important. I also think it's the completely wrong approach to pump tax payer's dollars to private organizations. Own the matter and run affordable childcare centers free of religious or political agendas.
23	anonymous	Childcare help will help provide safe homes and neighborhoods. Children may be left home before they should be because affordable childcare is not there, and their safety is jeopardized so rent can be paid.
24	anonymous	I don;t know about the housing stability but I do agree with providing resources to children.
25	anonymous	I quit my job to take care of our only child and to be honest, we struggle financially. It bothers me that others get tax credits for child care and still get to work and make money.
26	anonymous	It is a great project but again, the word is not out there. I talk to people every day struggling with childcare and with the cost. They never heard about this.
27	anonymous	Having a childcare option for working parents is also super important.
28	anonymous	This is so important to support those families who are in need of assistant with childcare.
29	anonymous	Again, programs such as these foster DEPENDENCY. it is NOT the roll of the Government to FUND CHILDCARE. Having a child is the VOLUNTARY OPTION of the parent and thus is the sole responsibility of the Parent. there are a multitude of Charitable organizations who can offer assistance to parents while they need a short term helping hand.
30	anonymous	Nope
31	anonymous	Same answer as question #5.
32	anonymous	Self-discipline and responsibility are not solve by throwing money at it.
33	anonymous	Yes, I believe this is a valuable service. It's becoming impossible for families to make it on one income and raise their children properly. Especially single parents really need that help.
34	anonymous	I think it's an excellent solution, and helps to give a good place for children to grow as well.

ID	Name	Responses
35	anonymous	I don't know
36	anonymous	Though I agree with the need, I dont know how you get the actual stability without adjusting those facilities costs, and it should not be limited to the Boys and Girls Club as the 'Y' is just as valuable an option for kids in the summer and some churches that provide services.
37	anonymous	No it's not working, the taxpayer has been footing the bill for how long now and the problem keeps getting worse.
38	anonymous	I understand it is important but not more important than keeping people in their homes/apartments
39	anonymous	The intent is good, but I question how well the Boys and Girls Club performs.
40	anonymous	i dont feel as though the proposed amount will go very far
41	anonymous	It should but once again I would like to know the criteria for someone to get these funds
42	anonymous	Yes, because it helps the family with one expense that doesn't take away from housing money.
43	anonymous	Other types of day care are limited and expensive. This provides options for many
44	anonymous	Yes they do. Provides some shelter financially for families that are trying to raise their kids and live in these financially difficult times. Years later this would pay out as educated civilians make for better communities.
45	anonymous	Yes.

Figure 12: Childcare scholarships provide families with the option to maintain housing stability while meeting their childcare needs.

Homeowner Repairs

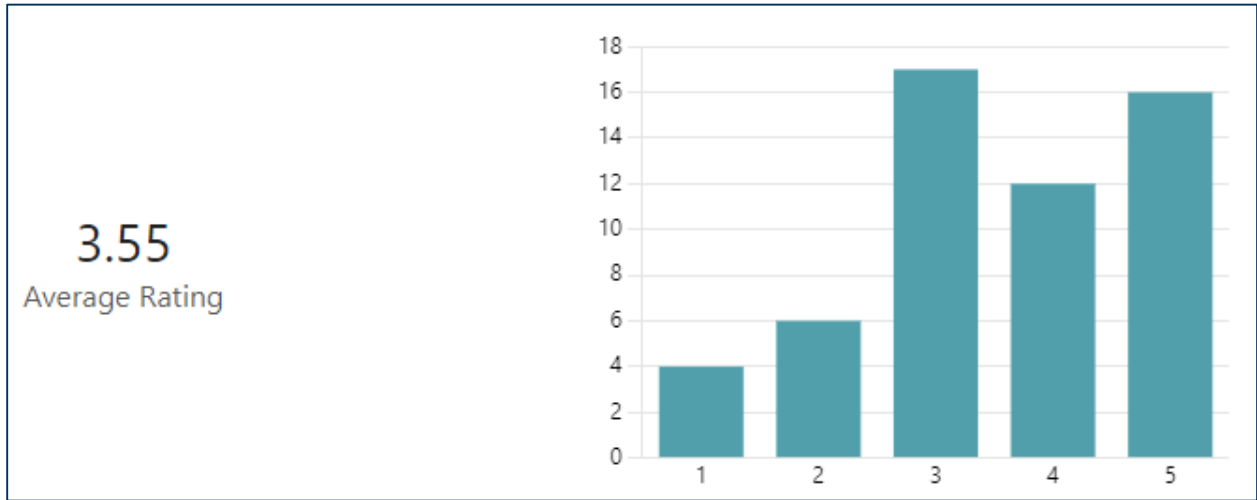


Figure 13: Homeowner repairs are necessary to improve housing stability.

ID	Name	Responses
1	anonymous	In theory, yes. In reality, it seems that the majority of those at risk of experiencing homelessness are not homeowners and are instead renters.
2	anonymous	I'm not so sure. Seems like bigger projects could be avoided by simple maintenance. Ex. Cleaning out gutters. Yes no one likes to do it but it saves a lot of mess and damage if done twice a year. People just beef up take fond pride in their homes.
3	anonymous	Some large repairs are often out of reach for many people so assistance with those huge expenses can help them afford to stay in their homes.
4	anonymous	No. \$160,000 does not cover much repairs.
5	anonymous	No idea
6	anonymous	Only repairs that are heating and Electrical should be helped. Anything else they can do themselves. No one has helped with my repairs. I did then a little at a time as I could afford them.
7	anonymous	I think this assists the elderly and low income the most. There should be a program that is more accessible to middle income families that help houses be more energy efficient. Prices of windows and doors are outrageous.
8	anonymous	I am unsure if a 10% annual savings in energy cost makes up for the runaway property values that intern eat more of a persons cost of living. Wither in property taxes or monthly rent.

ID	Name	Responses
9	anonymous	Without knowing the detailed parameters of who qualifies for this project and what specific needs it would address, I believe this is a large budget for this item that could better go to emergency rental assistance
10	anonymous	Having a safe and stable home is important to make sure that people can live healthy lives. Emergency repairs on homes are extremely expensive and can oftentimes go without being done because people can't afford to pay for them up front. A leaky roof can turn into a moldy home which can lead to detrimental health issues.
11	anonymous	Homeowner repairs are very expensive however I am not sure how this helps maintain affordable housing in the community.
12	anonymous	Yes, home ownership is costly, any kind of support would assist families to maintain their housing to make sure it's compliant and safe.
13	anonymous	This is important for people to be able to maintain their homes, however there are much greater needs
14	anonymous	Not as much as providing access to housing.
15	anonymous	I do believe this, but again, we need to also consider culturally appropriate practices, and practices that will also include people with disabilities.
16	anonymous	not sure
17	anonymous	I think that homeowner repairs will help folks who are owners, but unless they are also assisting landlords in maintaining their properties for those who rent from them, it's not as pressing of an issue as emergency rental assistance or childcare scholarships are.
18	anonymous	I see this as a good measure to avoid junk properties, assuming it is only for those who cannot otherwise afford to make the improvements themselves, is strictly for emergency, accessibility (ADA), and weatherization repairs, and do not see it as high of a priority as rental assistance and childcare assistance. Given those comments, I generally support using funds to maintain the quality of housing in Meridian if the assumptions described are true and wealthy homeowners are not tapping into these funds for private beautification/improvement projects at taxpayer expense.
19	anonymous	I think this is less urgent than the other items listed to be honest.
20	anonymous	I'm 100% against the use of our tax dollars when it comes to this socialist group.
21	anonymous	Yes, keep our neighbors in their homes, our seniors and lower income homeowners need help with repairs, if they sell they can't afford to buy again. Let's keep investors from buying our homes and then making them unaffordable.

ID	Name	Responses
22	anonymous	How does this maintain affordable housing? Is your thinking repairing someone house will not require them to move into something that may be more expensive? If the house needs that many repairs to keep them in, then is the house habitable in the first place?
23	anonymous	Totally, but once again, who gets to benefit? Please address people that don't get benefits from all the other programs, and our barely making it, even though they work, but make "just" over what qualifies for other benefits. The struggle is real and wages don't keep up.
24	anonymous	It is so important. There is so much need. Some of it should be earmarked for accessibility, such as ramps or modifications to bathrooms.
25	anonymous	This project is very important, as many homeowners don't have the resources to for much needed repairs.
26	anonymous	if you own a home, you (as the owner) are responsible for the upkeep and maintenance. again, there are private entities for providing funds (loans) with funds toward repairs, etc. there are also many private Charitable organizations who can provide support. it IS NOT the role of the government to provide TAXPAYER FUNDS for these purposes.
27	anonymous	Nope
28	anonymous	Somewhat. If you're going to have a project for keeping people in their homes, a better target is senior citizens.
29	anonymous	Look around.
30	anonymous	No. My home was built in 1970. It could use plenty of upgrades. But I would never ask because it is MY responsibility, not the govts.
31	anonymous	I don't see this as vital of a program as the childcard or rental assistance. If someone can afford a home, they should factor in the cost of repairs. We own a home, are seniors on fixed incomes, and probably wouldn't qualify for such support anyway, even though we might need it. We've owned our home for 8 years now in the Meridian area (30 years before that in the Boise area), and it's becoming harder and harder to make ends meet. But we don't qualify for a circuitbreaker or these kinds of assistance programs because we're not at what the state considers at poverty level. Down the road, we will be forced to sell our home, and I don't know what we'll have to move into then, to keep up with inflation.
32	anonymous	I think so. Critical and safe repairs are necessary to keeping your home
33	anonymous	I don't know
34	anonymous	There is a reason that the home got to this state, what no one should want to see is that someone turns this free repair as an opportunity to sale and leave the area. This does not help

ID	Name	Responses
		the community and where is the tie back between the grantee and how they will continue to maintain the property going forward. Cut the funding and create partnerships with local businesses that do home repairs to have them apart of the solution(s).
35	anonymous	No, the best way to help homeowners is to cut property taxes and cut pet projects like this!
36	anonymous	positive program
37	anonymous	It frees up money for making mortgage payments.
38	anonymous	as a homeowner the responsibility for caring for your home is yours, not the city so i feel like these funds could be used for more important areas
39	anonymous	Sure, here again the individual doesn't have to decide whether pay rent, or house payment versus paying for some repair.
40	anonymous	Enhanced safety , value and efficiency of home. Saves owner \$ to use in other ways
41	anonymous	It would as materials are costly and people put off making repairs. Repairs that would make houses look nicer, thus increasing property values and pride in neighborhoods.

Figure 14: Homeowner repairs helps homeowners maintain affordable housing.

Walkability in LMA

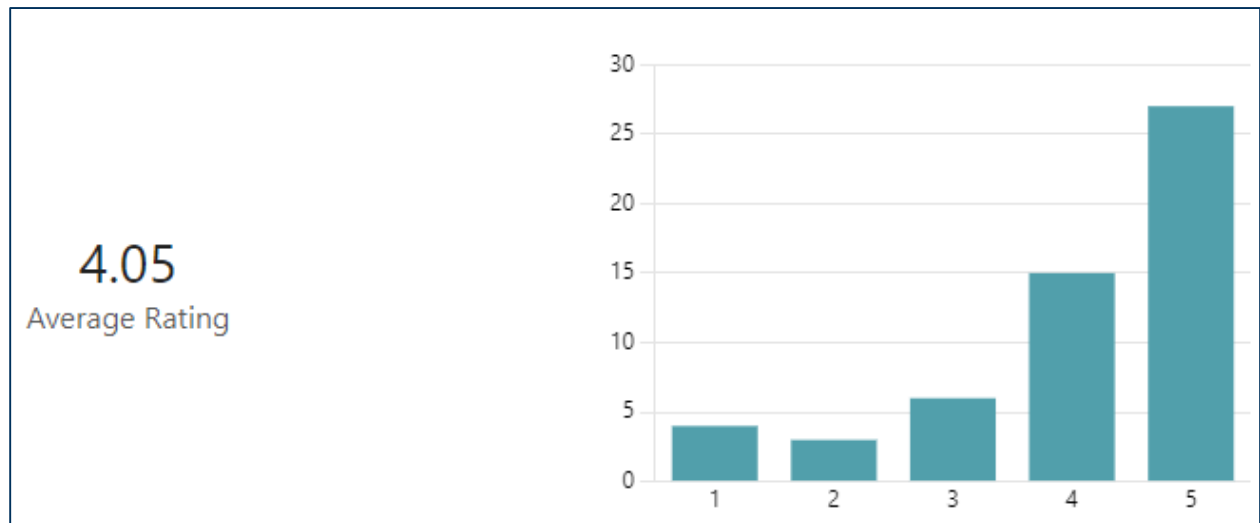


Figure 15: Walkability improvements are essential to enhancing neighborhood safety and accessibility in low to moderate income areas.

ID	Name	Responses
1	anonymous	Walkability of a city is an essential part of creating an environment that supports accessibility of the city for residents.
2	anonymous	Yes. Safety first. Walking home from a job on a dark path is scary. Light it up. Creates safety and security.
3	anonymous	Sidewalks should be addressed by ACHD, not these grants. Streetlights are important for safety purposes.
4	anonymous	No. There are other factors involved in neighborhood safety and accessibility besides sidewalks and streetlights.
5	anonymous	Not much. Money could be better spent on helping the “working” people stay off the streets. The alcoholic , druggies, and those who won’t work deserve to be on the streets.
6	anonymous	Again, this doesn't affect/benefit me because I don't live in these areas. Reducing traffic on the roads or making driving around Meridian easier seems more beneficial as there isn't really anything within walking distance of my house, besides a Maverick.
7	anonymous	I agree that mobility through our City needs improvement I would love to see more mass transit invested in as well.
8	anonymous	Yes
9	anonymous	Having safe and accessible sidewalks ensures that everyone regardless of their health status is able to travel and get to where they need. Wider sidewalks that are flattened help people who may be in wheelchairs or may have issues with tripping. One fall can completely turn someone's life into a nightmare with a very long road to recovery.
10	anonymous	Yes, I think this is a good use of CDBG funds.
11	anonymous	Yes, accessibility and safety promotes awareness.
12	anonymous	There are far greater needs facing our community for families than this.
13	anonymous	Yes. Many people do not have the option to drive everywhere all the time.
14	anonymous	yes safe neighborhoods are always important

ID	Name	Responses
15	anonymous	Because of the sprawl in Meridian's community, it is already not the most walkable area. Any improvements to that, especially safety for those without consistent vehicular transportation, would improve the livability of the city.
16	anonymous	All Meridian residents, but children and the elderly in particular as many cannot drive, need safe access to school, care, and medical services so this seems like an essential investment for public safety. Low-income families also cannot afford nice cars and monthly insurance premiums, so having safe sidewalks and proper lighting are good in these areas.
17	anonymous	I absolutely believe this is important for quality of life and the health and well-being of Meridian residents.
18	anonymous	Walkability is so important, in downtown in particular. If we want to deter crime we need nice sidewalks to encourage walkers. The more people out can deter street crimes. Safe street crossing in neighborhoods are needed. The more walkable the safer it becomes with more people out and about. Lighting on city streets can deter burglaries.
19	anonymous	I agree this improves the safety, but why aren't impact fees being used. The impact fees are being used in the location they are coming from.
20	anonymous	This is a big deal, the more people can get out and walk, bike, scooter, etc. it is a huge investment that will pay off for the city.
21	anonymous	Looking around when I drive, it has a long way to go. I use a mobility scooter and there are spots that are living hell!. Curbing is high and cutouts are blocked. Many sidewalks border directly on the street up to the curb. No room for error.
22	anonymous	These walkability improvements are needed and should address safety and access.
23	anonymous	Improvements to City of Meridian 'infrastructure' should be supported by RESIDENCE OF MERIDIAN TAX PAYER DOLLARS. not FEDERAL MONEY. City of Meridian coffers are already overflowing with taxes and levies for this. using federal tax dollars for these items is irresponsible and illegal
24	anonymous	A benefit to all.
25	anonymous	Yes, and I approve this project because it serves the whole Meridian population.

ID	Name	Responses
26	anonymous	Needs out shine Artsy.
27	anonymous	Continuous sidewalks, or bike lanes are always a good thing.
28	anonymous	I'd just like to see Meridian keep up with paving their streets. The streets in our moderate-income neighborhood haven't been paved in 20 years (the age of the subdivision), and I understand we're do for chip sealing in the next few years. We have very few streetlights, although we do have yard lights. I do not see this as being that vital of an issue.
29	anonymous	It provides safety for those who live in the area in out. Also, making it more safe and walkable provides a better quality of life to all children who walk to school in these areas too.
30	anonymous	I don't know
31	anonymous	On a few of these areas that have been selected for improvement, or where others have fallen into disrepair, will there be an agreement with the city to maintain these areas going forward? Or that now the homeowner will be needing to keep them up per city code or neighborhood agreement?
32	anonymous	Another pet project just to spend money that we don't have on a handful of people who walk for a little exercise.
33	anonymous	i understand the importance but it just pales in comparison to the others
34	anonymous	Streetlights are good, but I don't know how sidewalk improvement provides safety if people don't use them.
35	anonymous	absolutely not, this is a ridiculous waste of funds in my opinion. i feel like these funds can definitely be better put to use. i have lived in this area since 2005 and there is not enough "foot" traffic to justify this amount of spending
36	anonymous	Absolutely!!! Our kids don't get to play outside enough because we worry about their safety. Please put sidewalks on 7th.
37	anonymous	No.
38	anonymous	Yes, it's much safer to use a sidewalk than using the street and risk being hit.

ID	Name	Responses
39	anonymous	I do feel safety is important and being able walk in the community is critical. If enhanced lighting and continuous sidewalks provide that, I'm happy
40	anonymous	Yes. Because lit up sidewalks would deter criminals from skulking around.
41	anonymous	No, east/west improvements connecting to downtown are my priority. From where I live on nw 7th, lack of sidewalks does not deter people from walking. Streetlights may make some feel better walking at night. As long as light pollution is limited.

Figure 16: Walkability improvements addresses some of the safety and access needs in the community.

Lasting Impact

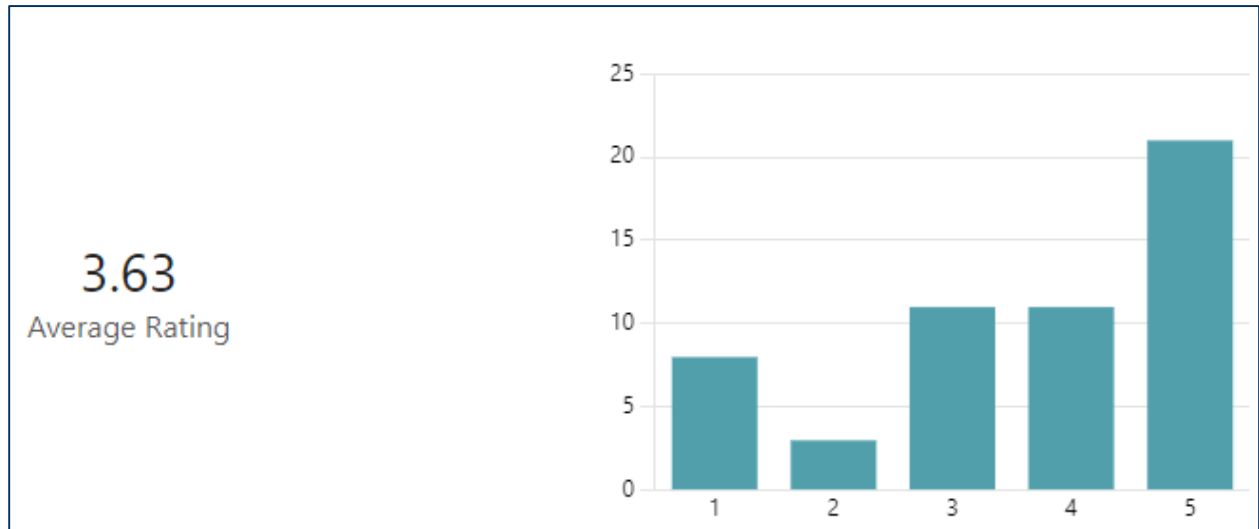


Figure 17: Confidence that the projects will have a lasting impact on improving housing stability.

ID	Name	Responses
1	anonymous	I think they are a step in the right direction but should be used in conjunction with other health, human services, and training programs that address other issues that contribute to homelessness.
2	anonymous	So much of this depends on the economy and how people feel in their neighborhood. One junky house ruins the vibe. Property taxes are high enough. I do believe that the builders have some responsibility. They are making a lot of money building all the new fun divisions and apartments. They need to invest in the community where they are building their wealth. A

ID	Name	Responses
		moratorium on new growth would help. Can't even keep up with the increase in traffic. Small rural farm roads were never built for this steady use. Time to get realistic and look at logistics.
3	anonymous	Create access to training and other tools for homeowners who take advantage of these services.
4	anonymous	If the other factors involved in improving housing stability in our community are addressed along with the proposed projects then these projects will be sustainable in the long term.
5	anonymous	Not sure. Most of these are ones you give money to and it doesn't really help the community as a whole, just the individual. Then should have to live here for 5 years before receiving assistance. To many people moving here and sucking our money dry
6	anonymous	I don't know.
7	anonymous	These projects are all great, and temporary solutions. We need processes in place to address these needs after the funding runs out and to help folks become self-sufficient so they don't need outside support in the future.
8	anonymous	Provide results with in the State of the City address. Where were we last year and what improved vs what still needs work. We can be a great place to live and be a work in progress at the same time.
9	anonymous	Measure would be less evictions, more childcare programs, and higher walkability scores throughout the city.
10	anonymous	NA
11	anonymous	Working with trusted partners, looking at the data to see what are proven methods.
12	anonymous	Measures for emergency rental assistance: how many folks go into homelessness after being supported? how many folks return for more assistance within a year of receiving assistance? Measures for childcare scholarships: how many folks access the program? how many folks continue with the program? how many folks remain stable after starting the program versus before? Measures for homeowner repairs: how many rental units are included in these repairs? cost savings comparing previous costs to costs following the repairs? Measures for walkability: improved safety? greater use?

ID	Name	Responses
13	anonymous	Continue the course and ensure low and moderate-income families and individuals are supported for a strong community and sustained lower crime rates and homelessness.
14	anonymous	I don't have a specific answer to this question, but I think it is very important to dealing with housing issues now if we want to avoid having a dramatic increase in those without housing.
15	anonymous	The projects will only show improvements for as long as they are active. One or 2 years will only show a small improvement, long term is needed.
16	anonymous	Do them right the first time so they don't have to be kept being redone.
17	anonymous	Improving sidewalks, investing in the community that is fantastic. I wish we wouldn't just throw up subdivisions and not think about schools and roads and smart growth. Building is out of control and schools and kids are paying the price.
18	anonymous	Have 5, 10, and 20 year plans. Create panels of everyday people that can meet and have input. Find a variety of needs, such as elderly, young teens, college students, people with disability mobility issues, blind, deaf, parents with strollers, electric trikes, and so on.
19	anonymous	I suggest that these projects be canceled and the FEDERAL HUD MONEY be returned, thus CANCELING THE CONTRACT with the federal Government (and those STRINGS that come with the money).
20	anonymous	Use the \$100 million budget that the city has.
21	anonymous	Invest in the entire community rather than one demographic.
22	anonymous	Go back and use common sense and logic. Knock off the elitest know it all crap.
23	anonymous	Don't spread the money too thin, to where it doesn't do much good for anyone. Stick with a few programs and do those up well. Don't try to build so many apartments. From a top realtor in this area, I understand that about 80% of the new apartments aren't even being leased out. And you're building them so close to traffic-congested streets that who will want to live there and be able to sleep at night? They're also multi-storied, so we're losing our nice views of the mountains. All in all, I would say Meridian is becoming a much less attractive city to live in than it was 9 years ago when we moved here. Slow down the growth. You don't have the infrastructure to support it.

ID	Name	Responses
24	anonymous	I'm not sure
25	anonymous	Streets, bike lanes, sidewalk improvements, tree enhancements, those all of community curb appeal and support increased use. The others are nice, but there are not any binders to encourage those individuals receiving those funds to give back to the community.
26	anonymous	Not spend the money!
27	anonymous	I believe we need to find more resources, grants, partnerships with community partners
28	anonymous	These programs come and go. They don't tend to be long term.
29	anonymous	these projects may have a lasting impact but that is because without "affordable" housing the city will no longer be stable. people are running in so fast and the expansion is causing some to flee for less populated and more affordable options
30	anonymous	Instead of taking all the grant money and spend it.How about the city invest some of the money and use the interest to keep the program funded. It does no good to take the money spend it all for the projects, yet have no future money to fund for the long term.
31	anonymous	Share the stories of positive impact and that this funding provided that opportunity
32	anonymous	Have checks and balances that the money is going to the right families and not to people that make enough to pay for these things that take advantage of the funding.
33	anonymous	People have been walking in these neighborhoods for 50 yrs. I really think good east/west connections to downtown are key. Improvements to existing bike lanes - divided from traffic and connecting existing green belt paths is more important and would have a bigger impact to the overall community than one street. I applaud the assistance planned to keep people in their homes and with repairs/childcare.

Figure 18: Suggestions to ensure sustainability in the projects long-term.

ID	Name	Responses
1	anonymous	More affordable housing, health initiatives, and job training opportunities.

ID	Name	Responses
2	anonymous	People are moving here for a different quality of life. We'll lose it if leaders can't get along and think of the people instead of getting caught up on so many "issues" that create anger.
3	anonymous	Provide financial planning services to those who need the assistance offered through these programs.
4	anonymous	keeping the streets free of crimes, ie, porch thieves, drug transactions, theft of lawn ornaments, etc will go a long ways to providing the feeling of safety.
5	anonymous	Safe cross walks, bikeways, pedestrian safety. Higher fines to aggressive drivers that disregard the safety of the aforementioned pedestrians/cyclists.
6	anonymous	Bus stops on major roads only not on 2 lane roads the records road. Cars cannot get around them and it's already too busy of a road
7	anonymous	Answered in first question - more community indoor pools throughout Meridian.
8	anonymous	We need ways to help people keep jobs and get higher paying jobs.
9	anonymous	We should be ashamed of the lack of mass transit in our city. Also the lack of investment the core of our City is laughable. We focus to much on the next chain business and strip corner. There is plenty of infill lots that could be used to add character to neighborhoods and provide oppertuines for small business that create more diverse business owners.
10	anonymous	North-south bus routes, more childcare initiatives, smart grid for traffic systems that use machine learning to synchronize movement of traffic especially during peak congestion
11	anonymous	Health care related programs or elderly care related programs
12	anonymous	Vehicle repairs, elderly support for assisted living costs
13	anonymous	More affordable housing.
14	anonymous	Emergency rental assistance is the most cost-effective way to address homelessness in the Treasure Valley and more money should be invested into the program in upcoming years if the need persists or continues to grow.
15	anonymous	Unsure, but appreciate these projects and their impact on our community.

ID	Name	Responses
16	anonymous	More money for homelessness prevention and for affordable housing is a must. Increasing the housing supply in general through zoning and land use reform would also be a great idea.
17	anonymous	Community education for teens and low income adults to get certifications for jobs and learning personal finance is key to long term community health.
18	anonymous	How about saving our tax dollars, becoming financially responsible and stopping to raise property taxes like crazy. It's laughable if you want to support housing issues while increasing the costs year after year. Our city is overspending a lot.
19	anonymous	The childcare budget is fairly small, more services to help lower income households have reliable safe childcare. Covered Bus benches would be nice, provided a safe place for people to wait.
20	anonymous	Lack of retail establishments in certain areas.
21	anonymous	We need public transit, less subdivisions, and sprawl, better investment in schools and open space. We need to fight politicians coming in here with outside agendas.
22	anonymous	Wheelchair accessibility is terrible here. Who designs the curb height in retail centers and plazas. There are some brand new nightmare designs that make businesses totally unwelcoming and inaccessible. One example is the strip building at the NE corner of Linder and Ustick. I could never visit these businesses due to the pathetic design of the curbing and walkways that scream, 'You are not welcome here'. Meeting code is not enough. Truly find out what the barriers are with today's codes and fix them. Enforce them as well. There are so many unmaintained hard surface paths that are in terrible condition.
23	anonymous	The CITY OF MERIDIAN, SHOULD NEVER ACCEPT FEDERAL DOLLARS FOR ANY PROJECT. PERIOD. TO DO SO, PUTS THE CITY MANAGEMENT IN THE HANDS OF THE FEDERAL GOVERNMENT. THE FEDERAL GOVERNMENT CANNOT DETERMINE WHAT IS BEST FOR THE RESIDENTS OF CITY MERIDIAN. ONLY WE CAN. STOP ACCEPTING THESE FUNDS.
24	anonymous	Trash, litter pickup. Improving the blight along roadways
25	anonymous	Walkability for all of Meridian and not just the high-rent areas, planned community hubs in walking/biking distance for items such groceries, pharmaceuticals, entertainment, dining, and so on.
26	anonymous	Common Sense.

ID	Name	Responses
27	anonymous	Ban Arbnb and other VRBO types. Every short term rental could house a family. If I wanted to live next to a hotel, I would have purchased a home next to a hotel.
28	anonymous	Bring back traffic-sensitive lights. I sit at intersections for so long with no traffic waiting for the light to change. I do like the accessibility of pedestrian and bike crossing signals on Ten Mile and Linder.
29	anonymous	Homelessness!
30	anonymous	Bike lanes within 1 mile of schools and parks, but the streets need to be in better condition first.
31	anonymous	The problem is government thinking it has to solve every problem.
32	anonymous	continue rental assistance that is geared to build independence and work with the Housing Authority or Neighborworks to fund robust 1st time homebuyer down payment assistance. So many folks could buy a home for what they are paying in rent, if they had a meaningful down payment. It doesn't even have to be forgivable given what hope prices are calculated to do.
33	anonymous	Law enforcement!
34	anonymous	More lighting down 7th and in the community as well.
35	anonymous	More sidewalks in areas that have none.
36	anonymous	These are broad which allows some flexibility

Figure 19: Future projects.

ID	Name	Responses
1	anonymous	Partner with other services to strengthen the programs.
2	anonymous	Idaho has a huge surplus. Time to pay it forward and invest in infrastructure, education, and natural resources.

ID	Name	Responses
3	anonymous	Screen service providers (contractors, roofers, etc.) who are paid by this program to ensure they are providing quality care and services to the community and not overcharging.
4	anonymous	Don't do them
5	anonymous	Can any of these funds be used for small business loans.
6	anonymous	Allocation of more funds from HUD to help expand these projects or create future projects to address other areas.
7	anonymous	Partners and communities need to come together to address the current housing crisis, stagnant wages, prevention and education is crucial.
8	anonymous	Start engaging with the Congolese, Ukrainian, Afghan, South American, etc populations that already exist in Idaho. These communities are robust and Idaho still seems to have trouble acknowledging their existence.
9	anonymous	Ensuring the homeowner repairs isn't exclusive to homes that the owners actively occupy but to the homes that people might own and rent out. Ensuring that those homes are also not Airbnb's but are actually accessible to residents living in the community and ideally lower income housing repairs to be done first.
10	anonymous	Commit to continue and increase funding for them.
11	anonymous	Communication to the people. Often those who need it the most aren't active in the community and never hear about services available.
12	anonymous	If done, they just need to be done right the first time and with any growth in mind.
13	anonymous	We need to just stop building and take care and fix what is already here.
14	anonymous	See above, I would love to sit on a panel on this subject. Create focus groups and listen.
15	anonymous	THEY CANNOT. NO FEDERAL DOLLARS WANTED OR NEEDED HERE.
16	anonymous	Taxpayer dollars

ID	Name	Responses
17	anonymous	The four projects listed? Begin again.
18	anonymous	Less Government.
19	anonymous	Consider all segments of the population, not just focusing on low income peoples and young families.
20	anonymous	No comment
21	anonymous	Access will always be an improvement need. Do a better job of assessing each neighborhood for what they do and dont have; distance from schools/parks/entertainment (food), condition of roads/sidewalks/bike lane, and what is the demographic within that area (age groups, rental/owner). If you have a developed community within these neighborhoods, they actually get out within their area and meet, it increases the opportunity that they help with community beautification, and thats where the city can help provide resources (trees, canopy covers in parks, improved usability). There are solid factors that go into developing a community/neighborhood, but if you dont have people within it that are willing to be 'overwatchers', because of lacking attention to needs, there will lack cohesion and apathy.
22	anonymous	Any community project that has to be done, should be done buy able bodied people who are unemployed and hungry and needs to feed their family.
23	anonymous	i really appreciate the city's efforts but i think we just need to find ways to increase assistance or look for partnerships/grants that can be force multipliers
24	anonymous	Need long term programs not year-to-year.
25	anonymous	Make sure there is some fiscal oversight, and true accountability how the funds are spent. Not just give some developer, or chosen city partner the money.
26	anonymous	Assure good use of funds. Quality assurance

Figure 20: Potential improvements to these projects.

Additional Comments

Commenter	Method of Submission	Summary of Comments
Kevin Bailey, Idaho Nonprofit Center	Email	CBDG funds are absolutely crucial resources for local communities to address challenging issues like affordable, safe housing and economic opportunity for local residents. These funds are especially important for fast growing communities like the City of Meridian as the challenges to keep pace with rising housing costs put strains on local supply and availability of affordable housing. CBDG funds and the strategies and programs implemented with these funds by public and private partners like local nonprofit organizations have proven to make a real difference for local communities.

Table 11: Comments received during the public comment period for the PY24 Action Plan.



Figure 21: Outreach event at the Library.



Figure 22: Community puzzle completed during outreach events.

Affidavit of Publication

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Canyon and Ada

21410 525900
1 MERIDIAN, CITY OF

33 E. BROADWAY AVENUE
MERIDIAN, ID 83642

SHARON JESSEN

**of the State of Idaho, being of first duly sworn, deposes
and says:**

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper and on IdahoPublicNotices.com 1 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 06/16/2024

SHARON JESSEN
STATE OF IDAHO

On this 15th day of June, in the year of 2024 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the within instrument.

Notary Public of Idaho
My commission expires



525900

AD# 525900AD#

<p>LEGAL NOTICE</p> <p>CITY OF MERIDIAN</p> <p>NOTICE OF PUBLIC HEARING AND PUBLIC COMMENT PERIOD Regarding Meridian's Community Development Block Grant (CDBG) Program</p> <p>This Notice can be provided in a format accessible to persons with limited English proficiency upon request. Contact Crystal Campbell at ccampbell@meridiancity.org for assistance.</p> <p>Se le puede proveer esta notificación en un formato accesible para las personas con conocimientos limitados del inglés a pedido. Comuníquese con Crystal Campbell en ccampbell@meridiancity.org para obtener ayuda.</p> <p>ALL CITIZENS ARE INVITED to attend a public hearing on Tuesday, July 9, 2024 at 4:30 P.M. regarding the City of Meridian's 2024 CDBG Action Plan. Participants can attend in person at Meridian City Hall or virtually at https://meridiancity.org/live.</p> <p>A PUBLIC COMMENT PERIOD is open June 11, 2024 and will continue through July 14, 2024. During this period, oral and written comments about the 2024 CDBG Action Plan will be accepted. All comments should be addressed to Crystal Campbell at: City of Meridian, Community Development Department, 33 E. Broadway Ave., Ste.102, Meridian, ID 83642; (208) 489-0575; or ccampbell@meridiancity.org.</p> <p>The City of Meridian is designated an Entitlement Community by the U.S. Department of Housing and Urban Development (HUD). This designation allows the City to receive funds annually from HUD's Community Development Block Grant (CDBG) Program. The City anticipates that it will receive an allocation of \$524,378 in CDBG funds on October 1, 2024. In order to receive these funds, the City must submit an Action Plan to HUD identifying the projects the City will undertake to meet the goals identified in the 2022-2026 Consolidated Plan that will benefit low and moderate income residents in the upcoming year. The Consolidated Plan goals address public facility and infrastructure improvements, housing, public services, and administration.</p> <p>All citizens may provide testimony. Copies of the Action Plan are available on the City's CDBG website: http://www.meridiancity.org/cdbg. Special invitation is extended to persons with disabilities, residents of assisted housing, and Meridian business and property owners. Meridian City Hall is a handicapped accessible facility.</p> <p>If you require accommodations related to physical, visual or hearing impairments or if you require language interpretation, please contact the City Clerk at (208) 888-4433.</p> <p>Si requieren adaptaciones relacionadas con impedimentos físicos, visuales o auditivos o si requieren interpretación de idiomas, comuníquese con el Vendedor de Ciudad al (208) 888-4433.</p> <p>June 16, 2024 525900</p>

Attachment 2: Resolution



AGENDA ITEM

ITEM TOPIC: Approval of the Fiscal Year 2024 Amended Revenues and Expenditures in the Amount of \$241,358,902



Interoffice Memo

07/23/2024

To: Mayor and Council Members

From: Budget Manager, Jenny Fields

Re: FY2024 Amended Budget

Action Needed:

- ✓ Council to approve the amended revenues and expenditures for Fiscal Year 2024.

\$241,358,902

**Two Hundred Forty-One Million, Three Hundred Fifty-Eight Thousand,
and Nine Hundred and Two Dollars**



AGENDA ITEM

ITEM TOPIC: Tentative Approval of Fiscal Year 2025 Proposed Revenues and Expenditures in the Amount of \$255,534,110



Interoffice Memo

07/23/2024

To: Mayor and Council Members

From: Budget Manager, Jenny Fields

Re: FY2025 Tentative Budget

Action Needed:

- ✓ Council to tentatively approve the proposed revenues and expenditures for Fiscal Year 2025.

\$255,534,110

**Two Hundred Fifty-Five Million, Five Hundred Thirty-Four Thousand,
and One Hundred and Ten Dollars**



AGENDA ITEM

ITEM TOPIC: Declaring the Intent to Collect Forgone Property Taxes for Fiscal Year 2025 in the Amount of \$504,546



Interoffice Memo

07/23/2024

To: Mayor and Council Members

From: Budget Manager, Jenny Fields

Re: FY2025 Tentative Budget - Forgone

Action Needed:

- ✓ Council declares the intent to collect forgone property taxes for fiscal year 2025 in the amount of:

\$504,546

Five Hundred Four Thousand, and Five Hundred and Forty-Six Dollars



AGENDA ITEM

ITEM TOPIC: Resolution No. 24-2464: A Resolution Declaring the Intent to Collect Forgone Property Taxes for Fiscal Year 2025 in the Amount of \$504,546

BY THE CITY COUNCIL:

CAVENER, LITTLE ROBERTS, OVERTON,
STRADER, TAYLOR, WHITLOCK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDIAN DECLARING THE INTENT TO COLLECT \$504,546 OF FORGONE PROPERTY TAXES IN FISCAL YEAR 2025 FOR THE SPECIFIC PURPOSE OF FUNDING FIREFIGHTER PERSONNEL EXPENSES; SETTING A PUBLIC HEARING ON AUGUST 20, 2024, AND PROVIDING NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code section 50-235 authorizes 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 district budget requests concerning the amount of property tax revenue that can be used to fund programs and services; and

WHEREAS, Idaho Code section 63-802(1)(a) 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, Idaho Code section 63-802(1)(e)(i) requires the City Council to provide notice concerning its intent to collect forgone property taxes and hold a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the City of Meridian intends to collect \$504,546 of forgone property taxes in Fiscal Year 2025 for the specific purpose of funding firefighter personnel expenses.

Section 2. That a public hearing shall be held on August 20, 2024, concerning the City's intent to collect said forgone property taxes.

Section 3. That notice of said public hearing shall be provided as required by Idaho law.

Section 4. 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 23rd day of July, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this 23rd day of July, 2024.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Public Hearing for Proposed Fall 2024 Fee Schedule of the Meridian Parks and Recreation Department

CITY OF MERIDIAN

RESOLUTION NO. _____

BY THE CITY COUNCIL:

BORTON, CAVENER, LITTLE ROBERTS,
OVERTON, STRADER, TAYLOR, WHITLOCK

A RESOLUTION ADOPTING NEW FEES OF THE MERIDIAN PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MERIDIAN PARKS AND RECREATION DEPARTMENT TO COLLECT SUCH FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following publication of notice in the *Meridian Press* on July 7, 2024 and July 14, 2024, according to the requirements of Idaho Code section 63-1311A, on July 23, 2024 the City Council of the City of Meridian held a hearing on the adoption of proposed new fees of the Meridian Parks and Recreation Department, as set forth in *Exhibit A* hereto; and

WHEREAS, following such hearing, the City Council, by formal motion, did approve said proposed new fees of the Meridian Parks and Recreation Department;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the 2024 Fall Fee Schedule of the Meridian Parks and Recreation Department, as set forth in *Exhibit A* hereto, is hereby adopted.

Section 2. That the fees adopted for the 2024 Summer Activity Guide shall remain in effect as to those classes until such classes are concluded, at which point the fees set forth in *Exhibit A* hereto shall supersede any and all fees for the enumerated services previously adopted.

Section 3. That the Meridian Parks and Recreation Department is hereby authorized to implement and carry out the collection of said fees.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of the City of Meridian, Idaho, this ____ day of Jul. 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this ____ day of Jul. 2024.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

EXHIBIT A

<u>2024 Fall Activity Guide Class Fees:</u>	
<i>(Note: Sales tax will be collected in addition to fee)</i>	
Nordic Walking	\$25.00 - \$175.00
Art Week Classes	\$1.00 - \$15.00
Youth/Adult Self Defense	\$45.00
Kindermusik	\$64.00
Art is Life Classes	\$25.00 - \$200.00
Skyhawk Sports Classes/Camps	\$75.00 - \$179.00
Motions Classes	\$15.00 - \$50.00
Amazing Athletes	\$78.00
Little Pallet Art Classes	\$25.00 - \$100.00
Martial Arts for All Ages, Beginning & Intermed. /Advanc.	\$45.00
Kendo: Japanese Fencing	\$75.00
Lego Class	\$100.00
Introduction to the Sport of Fencing	\$120.00
Belly Dance/Drumming	\$60.00 - \$90.00
Bigfoot Cartooning & Anime Classes	\$18.00
Yoga	\$10.00 - \$70.00
Jazzercise	\$25.00 - \$189.00
Pickleball 101	\$80.00
Line Dancing Classes	\$21.00 - \$35.00
Social Dancing Classes	\$20.00 - \$60.00
Digital Photography	\$75.00
The Photographers Eye	\$75.00
Adult Day Trips	\$10.00 - \$100.00
Youth STEM classes	\$55.00
8-week DE Basketball Team Fee	\$707.55
Spring/Summer Softball Team Fee	\$660.38
Fast Pitch Tournament	\$613.21

<u>Class/Camp</u>	<u>OLD Fee</u>	<u>NEW FEE</u>	<u>% Increase</u>	
Art is Life Classes	\$25.00 - \$65.00	\$25.00 - \$200.00	200%	week long class is being offered
Skyhawk Sports Classes/Camps	\$85.00 - \$339.00	\$75.00 - \$179.00	between 54% - 7% decrease	old fees were for week long and full day camps. Decrease in price
Motions Classes	\$35.00 - \$70.00	\$15.00 - \$50.00	between 57% - 20% decrease	
Amazing Athletes	\$78.00	\$78.00	0%	
Little Pallet Art Classes	\$25.00 - \$100.00	\$25.00 - \$100.00	0%	
Martial Arts for All Ages, Beginning & Intermed. /Advanc.	\$45.00	\$45.00	0.00%	
Kendo: Japanese Fencing	\$70.00	\$75.00	7.50%	
Lego Camps	\$85.00 - \$95.00	\$100.00	5%	
Introduction to the Sport of Fencing	\$120.00	\$120.00	0%	
Belly Dance	\$60.00 - \$70.00	\$60.00 - \$90.00	28%	
Bigfoot Cartooning & Anime Classes	\$18.00	\$18.00	0%	
Yoga	\$10.00 - \$70.00	\$10.00 - \$70.00	0%	
Jazzercise	\$69.00 - \$150.00	\$25.00 - \$189.00	26%	
Pickleball 101	\$80.00	\$80.00	0%	
Line Dancing Classes	\$25.00 - \$75.00	\$21.00 - \$35.00	between 16% - 53% decrease	based on the number of classes offered
Social Dancing Classes	\$40.00 - \$105.00	\$10.00 - \$60.00	between 75% - 42% decrease	based on the number of classes offered
Digital Photography	\$75.00	\$75.00	0%	
The Photographers Eye	\$75.00	\$75.00	0%	
Adult Day Trips	\$10.00 - \$100.00	\$10.00 - \$100.00	0%	
Kindermusik	NEW CLASS	\$64.00	NEW CLASS	
Nordic Walking	NEW CLASS	\$25.00 - \$175.00	NEW CLASS	
Art Week Classes	NEW CLASS	\$1.00 - \$15.00	NEW CLASS	
Youth/Adult Self Defense	NEW CLASS	\$45.00	NEW CLASS	
Youth STEM classes	NEW CLASS	\$55.00	NEW CLASS	
8 week DE basketball team fee	\$646.23	\$707.55	9.50%	
Spring/Summer softball team fee	\$566.04	\$660.38	16.60%	
Fast Pitch Tournament	\$542.45	\$613.21	13.04%	
Adult Flag Football	\$613.21	\$707.55	15%	



AGENDA ITEM

ITEM TOPIC: Resolution No. 24-2462: A Resolution Adopting the Fall 2024 Fee Schedule of the Meridian Parks and Recreation Department; Authorizing the Meridian Parks and Recreation Department to Collect Such Fees; and Providing an Effective Date

BY THE CITY COUNCIL:

CAVENER, LITTLE ROBERTS,
OVERTON, STRADER, TAYLOR, WHITLOCK

A RESOLUTION ADOPTING NEW FEES OF THE MERIDIAN PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MERIDIAN PARKS AND RECREATION DEPARTMENT TO COLLECT SUCH FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following publication of notice in the *Meridian Press* on July 7, 2024 and July 14, 2024, according to the requirements of Idaho Code section 63-1311A, on July 23, 2024 the City Council of the City of Meridian held a hearing on the adoption of proposed new fees of the Meridian Parks and Recreation Department, as set forth in *Exhibit A* hereto; and

WHEREAS, following such hearing, the City Council, by formal motion, did approve said proposed new fees of the Meridian Parks and Recreation Department;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the 2024 Fall Fee Schedule of the Meridian Parks and Recreation Department, as set forth in *Exhibit A* hereto, is hereby adopted.

Section 2. That the fees adopted for the 2024 Summer Activity Guide shall remain in effect as to those classes until such classes are concluded, at which point the fees set forth in *Exhibit A* hereto shall supersede any and all fees for the enumerated services previously adopted.

Section 3. That the Meridian Parks and Recreation Department is hereby authorized to implement and carry out the collection of said fees.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of the City of Meridian, Idaho, this ___ day of Jul. 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this ____ day of Jul. 2024.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

EXHIBIT A

<u>2024 Fall Activity Guide Class Fees:</u>	
<i>(Note: Sales tax will be collected in addition to fee)</i>	
Nordic Walking	\$25.00 - \$175.00
Art Week Classes	\$1.00 - \$15.00
Youth/Adult Self Defense	\$45.00
Kindermusik	\$64.00
Art is Life Classes	\$25.00 - \$200.00
Skyhawk Sports Classes/Camps	\$75.00 - \$179.00
Motions Classes	\$15.00 - \$50.00
Amazing Athletes	\$78.00
Little Pallet Art Classes	\$25.00 - \$100.00
Martial Arts for All Ages, Beginning & Intermed. /Advanc.	\$45.00
Kendo: Japanese Fencing	\$75.00
Lego Class	\$100.00
Introduction to the Sport of Fencing	\$120.00
Belly Dance/Drumming	\$60.00 - \$90.00
Bigfoot Cartooning & Anime Classes	\$18.00
Yoga	\$10.00 - \$70.00
Jazzercise	\$25.00 - \$189.00
Pickleball 101	\$80.00
Line Dancing Classes	\$21.00 - \$35.00
Social Dancing Classes	\$20.00 - \$60.00
Digital Photography	\$75.00
The Photographers Eye	\$75.00
Adult Day Trips	\$10.00 - \$100.00
Youth STEM classes	\$55.00
8-week DE Basketball Team Fee	\$707.55
Spring/Summer Softball Team Fee	\$660.38
Fast Pitch Tournament	\$613.21



AGENDA ITEM

ITEM **TOPIC:** City of Meridian Public Works Department Design Standards Update



Mayor Robert E. Simison

City Council Members:

Luke Cavener, President
Liz Strader, Vice President
Brian Whitlock
Doug Taylor
John Overton
Anne Little Roberts

TO: Mayor Robert E. Simison
Members of the City Council

FROM: Warren Stewart

DATE: July 2, 2024

SUBJECT: City of Meridian Public Works Department Design Standards Update

REQUESTED COUNCIL DATE: July 9, 2024

I. RECOMMENDED ACTION

A. Move to:

1. Adopt the revised City of Meridian Design Standards

II. DEPARTMENT CONTACT PERSONS

Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Director of Public Works	208-489-0365

III. BACKGROUND

In Public Works, we have two sets of documents that help guide development to ensure we end up with quality, uniform infrastructure. These are the City's Supplemental Specifications and the Design Standards.

The City's Supplemental Specifications are instructions to contractors on how to build something and the Design Standards are instructions to engineers and plan designers on how to put plans together. The Design Standards cover things like locations, how many, how often etc. The Specifications cover the technical aspects of how to construct/install something. For example, the Specifications tell a contractor how to install a water valve when one is called out on the plans. The

Design Standards tell the plan designer how often to put a valve on the plans and where it should be located.

Specifications are more closely related to regulatory requirements and must be followed to ensure public health and safety are protected. Design Standards are more discretionary and reflect the preferences of the agency that owns and maintains the infrastructure.

The Design Standards are instrumental in helping the City implement our long-term utility plans in an effective and efficient manner, and keep future operation and maintenance cost down. The Design Standards are required to be formally adopted by the City Council. This process is usually done every 3-5 years to ensure our standards stay updated and relevant with changing technology and standards.

Over the years, our Design Standards review process has evolved into a robust effort that involves extensive internal and external stakeholder involvement. This process includes multiple opportunities for input and comments from the public and developers. A draft of the updated Design Standards has been placed on the City's website seeking public feedback as well as emails that were sent to developers, engineers, and planners that work regularly with the City. We also conducted specific presentations and workshops with the Builders and Contractors Association (BCA) to make them aware of the proposed changes and incorporate their feedback into the final document. Attached you will find a letter of support from the BCA related to the updated Design Standards.

IV. ALTERNATIVES


Continue to use the existing Design Standards that are out of date with current needs and practices.

V. TIME CONSTRAINTS

Timely adoption of the new Design Standards will help to address the deficiencies identified in the existing standards.

VI. LIST OF ATTACHMENTS

1. Copy of the revised Design Standards
2. Council Memo
3. Letter from the BCA

Approved for Council Agenda:  _____



DESIGN STANDARDS

**ENGINEERING DIVISION
33 EAST BROADWAY AVENUE, SUITE 200
MERIDIAN, ID 83642
May 2024**

- Table of Contents -

Section 1	<u>Definitions</u>	1
Section 2	<u>General Design Requirements</u>	3
Section 3	<u>General Plan Requirements</u>	9
Section 4	<u>Domestic Water Supply System</u>	13
Section 5	<u>Sanitary Sewer System</u>	21
Section 6	<u>Street Lighting</u>	33
Section 7	<u>Grading and Drainage</u>	44
Section 8	<u>Pressure and Gravity Irrigation</u>	47
Section 9	<u>Class A Recycled Water System</u> (removed).....	50
Section 10	<u>Streetscapes</u>	51
Section 11	<u>Landscaping</u>	56
Section 12	<u>Waterways and Floodplains</u>	57

OVERVIEW

PURPOSE

The purpose of this document is to provide the development community in the City of Meridian with information, process and standards for design of City infrastructure for both public and private development within the city limits. Design guidance is provided in order to maintain standards and best practices in accordance with the City of Meridian's ordinances, policies, practices, specifications and standards.

SCOPE

This document provides minimum design standards and guidelines for development-related infrastructure. *Standards* are required provisions, and are identified with language such as "shall", "must", and "required" or "prohibited". *Guidelines* are voluntary provisions identified with language such as "should", "recommended", or "encouraged". These standards and guidelines are intended to supplement other applicable regulatory agency standards.

These design standards and guidelines address the following elements for new development:

- General Requirements applicable to all projects (Sections 1 through 3)
- Utilities
 - Domestic Water Supply System (Section 4)
 - Sanitary Sewer System (Section 5)
 - Pressure and Gravity Irrigation (Section 8)
 - Class A Recycled Water System (Section 9)
- Site Design
 - Street Lighting (Section 6)
 - Grading & Drainage (Section 7)
 - Streetscapes (Section 10)
 - Landscaping (Section 11)
 - Waterways and Floodplains (Section 12)

This document is intended to be used in the development of plans and specifications, in conjunction with the Idaho Standards for Public Works Construction (ISPWC), the latest edition of the Meridian Supplemental Specifications to the ISPWC, and other applicable standards identified in this document for the various elements. Any review by the City of Meridian is for the purpose of ensuring general conformance to standard practices, and does not constitute an engineering review of project plans and calculations or certification of compliance for work installed. The submitting design professional is solely responsible for the design and work installed.

-END OF SECTION-

SECTION 1

When the following terms or titles are used in these Standards or in any document or instrument where these Standards govern, the intent and meaning shall be as herein defined below.

1-1 **DEFINITIONS:**

Best Management Practices (BMP's) – Shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States.

City Engineer – Shall mean the Engineering Manager/City Engineer of the City of Meridian Public Works Department or his/her designee.

City Specifications – Shall mean the latest edition of the City of Meridian Supplemental Specifications to the Idaho Standards for Public Works Construction (ISPWC).

Construction Division – Shall mean the inspection services workgroup of the City of Meridian Public Works Department.

Consulting Engineer – Shall mean any person, firm, partnership or corporation legally authorized to practice engineering in the State of Idaho who prepares land development/improvement plans and specifications for work within the City of Meridian.

City of Meridian Standards – City Standards include this document, City Ordinances, the UDC and other documents used to establish standards for the City of Meridian.

Design Professional – Any individual that is legally authorized / licensed to conduct work and prepare plans or reports related to their area of expertise.

Developer – Shall mean any person, firm, partnership, corporation or combination thereof, principally responsible for a land development/improvement project.

Development – Shall mean any act or process that changes the use or purpose of a parcel such as land grading, utility installation, street or building construction.

Civil Engineering Plans Examiner – Shall mean Development Services personnel responsible for plan review.

Development Services – Shall mean the Land Development Section of the Community Development Department of the City of Meridian.

Downtown Meridian Redevelopment Area – Shall mean the area bounded by East 3rd Street, East Ada Avenue, North Meridian Road, and East Fairview Avenue.

Drinking Water Act – Shall mean the 1974 Environmental Protection Agency Drinking Water Act, (42 U.S.C. 300f-300j-9) plus amendments.

Engineering or Engineering Division– Shall mean the Engineering Division of the City of Meridian Public Works Department.

MCC – Meridian City Code

Project Inspector – Shall mean the Public Works Inspector of the City of Meridian assigned to the project or his/her designee.

Recycled Water – Refers to Class A reclaimed / recycled water that is provided by the City of Meridian.

Single Point – The secondary irrigation system connection from the City’s domestic water system for shoulder season use (see MCC 9-1-28 Section C-1).

State Standards – Shall mean the latest edition of the Idaho Standards for Public Works Construction (ISPWC) and the Idaho State Standards governing water, wastewater and recycled water systems.

Streetscape – In the city core (see drawing 10-A in section 10), that portion of the right-of-way adjacent to the roadway, between the back of curb and face of building.

Waters of the United States – Shall mean any waters defined by Title 40 of the Code of Federal Regulations, Part 230.3 (s).

-END OF SECTION-

SECTION 2 GENERAL DESIGN REQUIREMENTS

2-1 SECTION SUMMARY:

This section contains general guidance and requirements for the steps involved in starting a construction project and continuing all the way through to completion.

2-2 APPLICABLE STANDARDS:

The current requirements of the following agencies and/or codes shall apply to general design requirements. Conflicts between these requirements and the agencies and documents listed below shall be resolved on a case-by-case basis.

- A. State of Idaho, Department of Environmental Quality (IDEQ)
- B. State of Idaho, Central District Health Department (CDHD)
- C. International Building Code
- D. National Electrical Code
- E. International Fire Code
- F. Idaho State Plumbing Code
- G. Idaho Standards for Public Works Construction (ISPWC)
- H. City of Meridian Supplemental Specifications to the Idaho Standards for Public Works Construction (“Supplemental Specifications” or “City of Meridian Supplemental Specifications”)
- I. Meridian City Code (MCC) - Title 8 “Public Ways and Property”

2-3 ENGINEERING REQUIREMENTS:

All plans and specifications for land development/improvements which are to be owned and operated by the City shall be prepared, sealed and signed by the appropriately licensed Design Professional.

2-4 PLAN REQUIREMENTS:

All plans for the construction of water, sewer, recycled water, street lights and irrigation infrastructure to be owned by the City must be submitted to Development Services for review and approval.

2-5 INITIAL DEVELOPMENT/IMPROVEMENT OR UTILITY PLAN SUBMITTAL REQUIREMENTS:

The initial submittal of development, utility improvement or capital improvement project plans shall consist of the following (if applicable):

- A. One electronic version in PDF format, and one electronic version in AutoCAD format (as per the City of Meridian – Public Works CADD Specifications for Project Drawings); along with any specifications, computations, test data, and/or other site-specific materials requested by Development Services to adequately review the proposed project.
- B. One (1) copy of the final plat (minus signature sheets) digitally included with each set of plans.

- C. One (1) copy of each letter from any utility company affected by any water and/or sewer mains outside of the standard corridors. Plans may be submitted without a utility company waiver for out-of-corridor utilities. However, letters from utility companies approving out-of-corridor utilities must be provided prior to plan approval by the City of Meridian. If the applicant is unable to acquire a response from a utility company, they may contact ACHD for approval to construct the utilities out-of-corridor. If ACHD approves, the City must receive a copy of the ACHD approval before City of Meridian' plans will be approved.
- D. One letter stating whether or not any wells exist on the site being developed, and if so, what will happen with the well through the development of the project (e.g. will the well be abandoned or utilized for irrigation).

2-6 DEVELOPMENT/IMPROVEMENT OR UTILITY PLAN RE- SUBMITTAL:

One (1) PDF shall be returned for review and/or approval.

2-7 DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW:

All development/improvement or utility plans containing construction of or modifications to water systems, sanitary sewer systems, or recycled water systems require a review for compliance with state regulations. If the Developer wishes to use the City's Qualified Licensed Professional Engineer (QLPE) review service to conduct the required Idaho Department of Environmental Quality (IDEQ) review, an additional QLPE fee will be due before the plans are released to QLPE for review. The amount of the fee is based on the number of applicable pages reviewed. Any projects with recycled water systems, sewer lift stations, water wells, pressure reducing stations, pump stations or force mains may not be reviewed by the QLPE review service, and must be sent to IDEQ for review. If a developer does not wish to use the QLPE service, the developer is responsible for submitting the plans to IDEQ for review and approval.

2-8 PLAN APPROVAL:

Development Project plans will not be approved nor construction authorized until City of Meridian Review and Inspection Fees have been paid in full, and all applicable City of Meridian easements have been submitted and approved. Upon payment of fees, and approval of applicable easements, Development Services will issue the City Engineer's plan approval letter. One (1) hardcopy set of approved for construction plans, one (1) electronic version in PDF format, and one (1) electronic version in AutoCAD format (as per the City of Meridian – Public Works CADD Specifications for Project Drawings) shall be distributed to Public Works.

2-9 PRE-CONSTRUCTION MEETING:

A pre-construction meeting will be scheduled once all agency approvals have been obtained, and ACHD has approved the roadway portion of the Improvement Plans (if applicable), and traffic impact fees have been paid. These meetings will be scheduled and coordinated through the Public Works Construction Division.

2-10 IMPROVEMENT PLAN REVISIONS DURING CONSTRUCTION:

Should changes become necessary during construction, the Consulting Engineer shall first obtain the consent of the Project Inspector and the Civil Engineering Plans Examiner. The City Engineer may then be consulted by the Civil Engineering Plans Examiner for compliance with current specifications and to see if the proposed changes can be made in the field and covered with the Record Drawing submittal, or if revised plans are required.

If revised plans are required, the revised plan sheet(s) will be forwarded to the Civil Engineering Plans Examiner who will be responsible for reviewing and approving the project and coordination of distributing plans as appropriate.

2-11 RECORD DRAWINGS:

The Developer or their authorized representative shall be responsible for keeping an accurate record of all approved deviations from the originally approved plans, and shall provide copies of these records to the Construction Division for verification upon completion of the work.

Final approval of the completed improvements will not be given until as-built/Record Drawings are completed by the appropriate Design Professional (typically the Engineer of Record) and accepted by the City of Meridian. Requirements for Record Drawings are outlined in Section 3 of these Design Standards.

2-12 CONFLICTS, ERRORS AND OMISSIONS:

The Consulting Engineer is responsible for plans and specifications that meet all federal, state, and municipal laws, rules and standards. The City of Meridian reviews plans for general conformance to these laws, rules and standards. The Consulting Engineer however, is ultimately accountable/responsible for compliance, and City approval does not release them from this responsibility.

2-13 CHANGE IN CONSULTING ENGINEER:

If the Developer elects to change the Consulting Engineer during the project they shall provide Development Services, in writing, the name of the individual or firm that is taking over the project. The Developer and his new Consulting Engineer are responsible for construction verification, design change approval, record drawings and all remaining responsibilities of the original Consulting Engineer.

2-14 INSPECTION REQUIREMENTS:

Any improvement which will ultimately be owned and maintained by the City shall be inspected during construction by the City of Meridian Public Works Construction Division. Failure to obtain inspection may result in re-installation of infrastructure.

For projects where the City has agreed to provide reimbursement for certain infrastructure, quantities will be measured in the presence of the Project Inspector, and documentation verifying the quantities shall be provided.

2-15 **EASEMENTS:**

Generally, water, sewer and recycled water mainlines, and services shall be located in the public right-of-way. However, if it is necessary for a City of Meridian utility mainline (including hydrant laterals) or service line to be located outside the public right-of-way, the City shall be given permanent easements meeting the following requirements:

- A. Easements shall be submitted on the standard easement forms available on the City's website.
- B. Easements shall be a minimum of 20-foot-wide per utility, or 30-foot-wide for a combined water and sewer easement if the minimum 10 feet separation is maintained between mains. Easements shall extend 5 feet minimum (with 10 feet preferred) beyond the terminus of the main, service, or hydrant.
- C. No permanent structure shall be allowed within a City utility easement. Refer to City of Meridian standard utility easement documents for easement conditions/restrictions.
- D. If it is necessary to install a utility main under a landscaped area, the main shall be centered in a 20-foot wide (minimum) easement free of permanent structures (see item C above). Notes shall be included in the plans and easement referring to the standard easement document conditions/restrictions.
- E. Wider easement widths may be required for utility mains depending on the sewer depth, size, pipe directional changes, turning radius of service vehicles and location or if determined necessary by the Public Works Department. Easements widths for utility mains shall be based on sewer depth as follows:

Sewer Only Easement	
Sewer Trench Depth	Easement Width
0-15 ft	20 ft
16-20 ft	25 ft
21-25 ft	30 ft
26 – 30 ft	35 ft
30 +	45 ft

Combined Water/Sewer Easement	
Sewer Trench Depth	Easement Width
0-15 ft	30 ft
16-20 ft	35 ft
21-25 ft	40 ft
26-30 ft	45 ft
30 ft +	55 ft

For sewer and water in parallel, if sewer depth is greater than 15 feet, locate the water main 5 feet from the edge of easement and center the sewer main between the water main and other edge of easement. If sewer depth is equal to or less than 15 feet, install water and sewer 10 feet from the edges of easement with 10 feet separation between the two utility mains.

- F. If it is necessary to install a utility main under a private road, the main shall be centered in an easement that includes the entire road width and is a minimum 20-foot width.
- G. Temporary construction working easements or access of adequate dimensions shall be provided to allow construction within the permanent easement to be completed in a safe and reasonable manner.
- H. On development projects, all associated costs of easement acquisition will be at the sole expense of the Developer. Existing substandard easements, within the limits of the proposed project, shall be upgraded to current standards prior to plan approval.

2-16 ACCESS ROADS:

- A. Access to sewer, water and recycled water mains not located within public rights-of-way shall be provided by an all-weather gravel access road constructed of ¾" minus road mix gravel. See the Supplemental Specifications drawing No. G2. Some alternatives may be allowed for pipes located in landscape areas, but all manholes and valves must be accessible by an access road. Alternatives must be approved by the City Engineer.
- B. The maximum access road grade shall not exceed 10% and shall be shown in the profile view. The access road shall not block natural or artificial drainage and shall conform to the requirements of the governing agencies.
- C. Access roads for sewer manholes shall have curves designed for turning radii of 28 feet inside radius and 48 feet outside radius and a vertical clearance of 14 feet.
- D. Rim elevations of manholes located within access roads shall be equal to the elevation of the surface of the access road.
- E. Surface drainage from access road shall drain away from manholes.
- F. Hammerhead or intermediate turn-around spaces shall be constructed at the end of all access roads exceeding 150 feet in length and at intermediate locations as determined by Public Works.
- G. Easements will be required for all maintenance roads and turn-around spaces.

2-17 OPEN WATERWAY CROSSING DESIGN:

This section covers the design requirements when a water, sewer or recycled water main must cross an open waterway owned by a private user lateral association, irrigation district or the United States Government.

- A. General - The crossing of an open waterway requires user lateral, Public Works, irrigation district and/or United States approval of the design prior to commencing construction.
- B. A Project Agreement must be in place with the appropriate governing body prior to starting construction.
- C. Design requirements are as follows:
 1. Unless otherwise specified by the owner of the waterway, the main must be encased in a steel sleeve. Other criteria shall be per the requirements of the Supplemental Specifications.
 2. In all cases, the waterway bed elevation shall be used for design purposes.
 3. The top of the steel casing shall have a minimum 3 2 feet of cover from the lowest point of the waterway bed or as the appropriate governing body

requires.

4. Crossing details of pipe, steel sleeve, spacers, annular backfill, piers, anchorage, transition couplings, etc., shall be shown within the plans.
5. Sewer pipeline crossings above waterways shall be submitted to the City Engineer for review on a case-by-case basis.

END OF SECTION-

DRAFT

SECTION 3 GENERAL PLAN REQUIREMENTS

3-1 SECTION SUMMARY:

This section contains guidance and requirements for the preparation of construction plan sets.

3-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to preparing construction plan sets:

- A. All applicable standards as listed in Section 2-2
- B. Latest edition of the City of Meridian Record Drawing Requirements / Acceptance of Record / Electronic Drawings
- C. Conflicts between these requirements shall be resolved on a case-by-case basis.

3-3 GENERAL REQUIREMENTS:

- A. All development plans for domestic water, recycled water, or sanitary sewer systems shall include a title sheet, layout sheet, plan/profile of each sewer line and standard notes.
- B. Plans shall be clearly legible, bound / stapled and shall conform to accepted practice with respect to drafting standards. All information, which in the opinion of the City of Meridian Public Works Department, is necessary for the satisfactory design, review, construction, and maintenance of a project, shall be provided and where applicable, shall be shown on the plans.

3-4 APPROVED PLANS:

Construction of City of Meridian public facilities, or connections to public facilities, shall not commence within the City of Meridian until plans and/or specifications for such facilities have been approved by the Development Services Division and all plan review fees have been paid. Plans shall be stamped “Approved for Construction” and signed by the Civil Engineering Plans Examiner prior to beginning construction. The City may order any Contractor to cease work on any project if said Contractor does not have properly approved plans in his possession at the job site.

3-5 PAPER SIZE AND SCALE:

All improvement plans shall be submitted utilizing standard plan sheet sizes and common engineering scales.

3-6 DRAFTING STANDARD:

All line work, letters and numerals must be clear, sharp and of appropriate weight.

3-7 TITLE SHEET:

All improvements plans shall have the following information as a minimum on the title sheet:

- A. Name of Project
- B. Index of sheets
- C. Vicinity map showing the project or parcel layout with the following information:

1. City limits (if applicable)
 2. Adjacent subdivision(s), including names and lot lines
 3. Major arterial cross streets with street names
- D. Name of Developer and contact information including a phone number and email address
 - E. Name of Consulting Engineering firm and contact information including a phone number and email address
 - F. Seal, signature and date of the Design Professional registered for the appropriate branch of work covered by the plans
 - G. US Governmental horizontal (NAD83 adjusted to ADA County H.A.R.N. Survey) and vertical (NAVD 88) benchmark datum and project benchmarks
 - H. Digline number
 - I. QR Code

3-8 SHEET NUMBERING:

Each sheet within a set of improvement plans shall be numbered consecutively. Sheet numbering shall conform to generally accepted drafting standards.

3-9 TITLE BLOCK:

Each sheet within the set of drawings shall have an approved title block showing the following:

- A. Project title
- B. Sheet title
- C. Sheet number
- D. Date
- E. North Arrow (if applicable)
- F. Scale Bar
- G. Consulting Engineer's name, signature and seal. Signature may shall be placed across the seal. The title block shall be either across the bottom or along the right edge of each plan sheet.

3-10 SEPARATE LAYOUT SHEETS:

On all subdivision plans, a separate plan sheet may be required for each of the following:

- A. Grading and Drainage
- B. Street Lights (if more than 1 new street light is required)
- C. Water
- D. Recycled Water
- E. Sewer
- F. Multi-use Pathways

In addition, plan and profile sheets shall show the plan and profile on the same sheet. The plan view should show storm drainage, sanitary sewer lines, multi-use pathways and other utilities. The profile view should show the storm drainage, sanitary sewer lines, and other utility crossings.

3-11 **PLAN DETAILS:**

In addition to the other requirements of these Design Standards, the following details shall be shown on the plans submitted for approval.

- A. **Record Information** - All existing and proposed:
 - 1. Right-of-way lines
 - 2. Boundaries of lots fronting the street
 - 3. Easements (existing and proposed)
 - 4. Both on-site and off-site rights-of-way and easement lines, properly dimensioned
 - 5. Adjacent parcel owner name
- B. **Existing Facilities** – All pertinent existing facilities shall be shown, including:
 - 1. Street Striping
 - 2. Medians
 - 3. Driveways
 - 4. Curbs
 - 5. Sidewalks
 - 6. Edge of Pavement (if no curbs are present)
 - 7. Location and size of all underground utilities
 - 8. Limits of 100-year flood plains structures
 - 9. Trees (6" and larger) and other foliage
 - 10. Traffic signals
 - 11. Street lights, service pedestals, junction boxes and underground electrical conduits
 - 12. Drainage ditches and detention basins
 - 13. Utility poles
 - 14. Fire hydrants
 - 15. Retaining walls
 - 16. Any other features of the area which may affect the design requirements for the project

When a probable utility conflict exists, the design professional should field verify (by potholing if necessary) the extent of the conflict. Field verification should take place prior to the completion of final plans or be required of the Contractor prior to construction.

- C. **Contours** – Existing contours shall be shown on all plans. The scale shall be such that the plans are both readable and representative of the existing or planned site. See Section 7, "Grading & Drainage" for offsite requirements.
- D. **Profiles** – The construction drawings shall show the existing profile of the roadway centerline and the proposed design centerline. Gravity pipelines such as irrigation, sewer and storm drainage should be shown in the profile. Crossings of pressurized pipelines such as irrigation, water and recycled water should be shown to identify potential conflicts. Designs of proposed public improvements shall include profiles showing centerline elevations at 50-foot intervals and rates of grades, vertical curves, and other vertical alignment data.

- E. **Stationing and Orientation** – It is preferred that the stationing on plan and profile sheets read from left to right and be based on either roadway centerline or sewer pipe centerline.
- F. **Benchmarks** – Location, description, and elevation of benchmarks and datum shall be clearly delineated on the plans.
- G. **Cross-Sections** – Cross-sections shall be included in the plans where determined necessary by ~~Development Services~~ Public Works. Sections shall include all pertinent structural and topographical features. Section call-outs shall be identified by a number and letter and the sheet on which the section appears.
- H. **Special Notes** – Special notes shall be clearly indicated, and it shall be conspicuously noted on the plans that all construction work and installations shall conform to the City of Meridian Supplemental Specifications and that all work is subject to the approval of Meridian Public Works.

3-12 REQUIRED STANDARD NOTES:

A list of all required standard notes may be obtained from the City of Meridian website, and shall be included on all improvements plans submitted to the City for approval.

3-13 STANDARD DRAWINGS:

Consulting Engineers do not need to include any City standard drawings on improvement plans, but shall refer to the City of Meridian Supplemental Specifications by number where appropriate. If a variance to a standard drawing is intended, the drawing number shall be shown with the variance noted or a separate detail shown.

3-14 RECORD DRAWINGS:

For information regarding record drawings, reference the latest version of *Acceptance of Record / Electronic Drawings* on the City of Meridian website.

3-15 PLAN REVISIONS:

Plan revisions shall be clouded and include a note in the revision table for each sheet that has been revised.

-END OF SECTION-

SECTION 4 DOMESTIC WATER SUPPLY SYSTEM

4-1 SECTION SUMMARY:

This section contains guidance and requirements for the following: water supply, water main design, and water system appurtenances.

4-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to the design of domestic water supply systems. Conflicts between these requirements shall be resolved on a case-by-case basis.

- A. All applicable standards as listed in Section 2-2
- B. IDAPA 58.01.08, “Idaho Rules for Public Drinking Water Systems”
- C. Recommended Standards for Water Works (Ten State Standards)
- D. Meridian City Code (MCC) - Title 9, Chapter 1 “Water Use and Service” and Chapter 3 “Cross-Connection Control”

4-3 DESIGN OBJECTIVES:

Overall objectives for design of water infrastructure are:

- A. Ensure infrastructure is properly sized and located to provide fire protection according to the City’s minimum standards and adopted fire code.
- B. Provide redundant supply to all developments when a connection is reasonably available.
- C. Ensure best water quality by minimizing dead ends and avoiding over-sized water mains.
- D. Minimize long term cost of maintenance and replacement by:
 1. Minimizing the length of water mains and City-owned service lines
 2. Adhere to documented standards to reduce maintenance cost

4-4 WATER SUPPLY REDUNDANCY:

New developments should be designed and constructed to provide redundant water supply (supply from more than one water main) to customers whenever reasonable. The water mains should be arranged to create a looped system and allow flow from multiple directions (minimizing dead-ends). Exceptions shall be approved by the City Engineer.

4-5 WATER SUPPLY PRESSURE:

City of Meridian Engineering staff will model additions or changes to the water supply and distribution system. Normal operating pressures (Average Day Demand) at service connections across the distribution system must be no less than 55 pounds per square inch (psi) and no more than 80 psi unless approved by the City Engineer.

4-6 WATER DEMAND:

For the design of water distribution systems serving residential areas, the assumed water demand for design purposes is 0.5 gallons per minute (gpm) per residential unit Maximum Daily Demand (MDD) plus appropriate fire flow. For the design of water distribution systems serving commercial areas, water demand shall be determined on a case-by-case basis.

4-7 FIRE FLOWS:

Required fire flows shall be determined on a case-by-case basis by the most recently adopted revision of the International Fire Code, the Meridian Fire Department, and the Engineering Division. Fire flows shall be modeled by City of Meridian Engineering staff according to IDAPA requirements. City of Meridian minimum standard for fire flow for any use is 1500 gpm at 20 psi for two (2) hours.

4-8 WATER MAIN DESIGN:

Design requirements for water main layout, size and location shall conform to the latest Meridian Water Master Plan Update, and Engineering Division water modeling requirements.

- A. All water main pipe types are as indicated in the City of Meridian Supplemental Specifications.
- B. Minimum water main size (excluding hydrant laterals) shall be eight (8) inches. Twelve (12) inch water mains shall be installed at section-line roads and approximately halfway between section-line roads. Ten (10) inch mains are not allowed unless approved by the City Engineer.
- C. Design should limit maximum velocity to 5 ft/sec at MDD and 10 ft/sec during fire flows.
- D. Water mains shall be aligned straight between valves or fittings. “Roping” or joint deflection is not allowed unless approved by the City Engineer.
- E. The water mains shall be shown in the plan view and must identify pipe size, pipe material, location of valves, fire hydrants, existing water lines, air release/vacuum valves, blow-offs, water services, and all other appurtenances public or private including easements. Water mains shall be shown in the profile view where potential conflicts with other utilities exist.
- F. Install water mains within public rights-of-way and or dedicated City easements. Avoid installing mains in Idaho Transportation Department right-of-way. Avoid round-about / traffic circle footprints and concrete intersections, or cross using DR7 fused HDPE pipe. If crossing traffic circles or intersections with HDPE, meet or exceed ID of adjacent pipe and include 4-way valve cluster at cross. For concrete intersections, include valves on each leg 10 ft from edge of concrete unless other locations are more appropriate. Do not install water mains in common drives unless required by Engineering for redundancy or fire flow.
- G. Water mains should be located on the north and east sides of streets (see City of Meridian Supplemental Specifications drawing G1). Whenever possible, appurtenances should be located to avoid normal vehicle wheel paths.
- H. Minimum cover over water lines under section-line and mid-section line roadways that have not been fully developed, or in unpaved areas, shall be five (5) feet from top of pipe to finished grade. In all other areas, minimum cover shall be four (4) feet from top of pipe to finished grade. Water main depths of greater than six (6) feet shall be approved by the Engineering Division on a case-by-case basis. Where deeper mains are approved, valve stem risers shall be provided.
- I. Water mains shall maintain a minimum clearance from all other utilities of at least 12 inches vertical and 4 feet horizontal, except non-potable water pipelines which shall maintain separation recommendations as set forth by the Idaho Rules for Public

Drinking Water Systems.

- J. Connections to transmission mains (mains dedicated for moving water from supply to storage, pressure zones, or demand centers) shall not be allowed unless specifically approved by the City Engineer.
- K. Connections to water mains in arterial roads should be avoided if connection to mains in local roads, or easements is feasible.
- L. In commercial areas, water mains should be stubbed from public roads, then connections made to services and fire lines outside the right of way.
- M. Water mains in unimproved areas shall have a gravel access road.
(See Section 2-16 A.).
- N. Dead ends shall be minimized. Water mains should be designed to connect to neighboring properties to complete current or future loops or grids. Cul-de-sacs should be connected by water mains through easements whenever reasonable.
- O. Dead-end water mains shall be terminated with a fire hydrant and appropriate fittings, whenever possible. At locations where hydrants cannot be installed, a 4 inch blow-off shall be installed per City of Meridian Supplemental Specifications. At temporary dead ends (such as at subdivision phase lines) a 2 inch blow-off assembly shall be installed, per City of Meridian Supplemental Specifications. Blow-offs shall be located in a manner that enables easy access and maintenance including proper easements. Avoid blow-offs in arterial roadways and areas of dedicated foot traffic, whenever possible.
- P. Existing water main stubs installed to serve undeveloped areas that remain unused by new development shall be abandoned at the time of the new development. These stubs shall be abandoned at the active main by removal of the gate valve and installation of a blind flange or plug at the fitting. Gate valves shall not be abandoned in place without prior approval of the City Engineer. Any associated easements that are in place for these stubs shall be properly eliminated per City requirements.
- Q. Water mains that are allowed to remain in the ground after abandonment shall have each end filled with cement grout. The grout plug shall extend 20-feet into the pipe. The size and type of water main to be abandoned shall be noted on the plans with a requirement for the contractor to verify.
- R. Steel Casings- Steel casings are intended to protect the water main, protect the utility or road being crossed, and/or allow access for maintenance or replacement.
 - 1. Steel casings shall be required in the following situations:
 - Open channel water crossings
 - Crossings of State Highways
 - Crossing of Railroad Tracks
 - Crossings of any utility where the owner of such utility may limit the City's ability to access the water main (such as irrigation district facilities). Steel casings are not required for irrigation delivery canals, ditches or pipes where construction and maintenance activities have no seasonal restrictions.
 - 2. Design Standards:
 - Locate casings outside the footprint of bridges / culverts whenever possible
 - Casings crossing roadways must be extended far enough to provide easy access for maintenance, repair or replacement. (See Standard

Drawing SW1)

3. See Standard Drawing W15 for more information.

4-9

WATER SYSTEM APPURTENANCES:

Water system appurtenances discussed herein include valves, fire hydrants, blow-off assemblies, water service lines, meter setters, meter boxes, meter pits, water meters, pressure reducing stations, wells and well lots. Other appurtenances may include air relief valves, pressure relief valves, detector check valves, sampling stations and backflow prevention devices.

A. Fire Hydrants -

1. The Meridian Fire Department shall determine the fire hydrant location requirements for all developments. Maximum spacing is 400 feet as measured along the street frontage in residential developments, 300 feet maximum in commercial developments, or closer if deemed necessary by the Meridian Fire Department. On collector and arterial roads, fire hydrants are required as needed to protect structures or at a maximum spacing of 1000 ft.
2. Private fire hydrants are not allowed.
3. Fire hydrants shall not be connected to transmission mains unless approved by the City Engineer.
4. Fire hydrants shall not be connected to fire sprinkler service lines.
5. Fire hydrants shall be placed at street intersections wherever possible and located to minimize the hazard of damage by traffic.
6. Hydrant valves (gate valves located at beginning of the hydrant lateral) shall be at least 5 feet from the hydrant to allow access in the event of a failure at the hydrant.
7. Fire hydrants located at intersections should be installed as close to the start or the end of the curb or edge of pavement radius as practical, while avoiding sidewalks, and pedestrian ramps. See the City Supplemental Specifications for detailed drawings of typical installations and required clearances (DWG W8 and W9).
8. Fire hydrants shall be located 5 ft minimum from permanent structures (buildings, carports, trash enclosures etc.) Where feasible, locate hydrants 10 feet from permanent structures (buildings, carports, trash enclosures etc.).

B. Gate Valves and Blow-off Assemblies –

1. For local and collector roads, at least 2 valves shall be provided at “T” junctions, and at least 3 valves at cross junctions. Connections made by hot tap are not exempt from this requirement. Existing valves may allow a hot tap connection to meet this requirement. When evaluating which legs of a T to provide with valves, redundancy must be evaluated. Generally, the leg with no supply should not have a valve.
2. For arterial roads, valves shall be provided at pipe junctions in all directions. Exceptions to this rule may be allowed by the City Engineer when hot tapping active water mains is required.
Hydrant laterals are not required to have two valves, but shall always include at least one valve on the hydrant lateral per Standard Drawing W8.
3. Future water main extensions with blow-off assemblies:
 - Extension less than or equal to 60 feet in length with no service connections:
 - Use Standard Drawing W12, with no inline valve
 - Extensions greater than 60 feet in length or with service connections:

- Use Standard Drawing W13 including valve. Do not include a gate valve on connecting leg of new water main to eliminate redundant valves.
 - Junctions closest to blow-offs for future main extensions should have valves in all directions.
- 4. Size-on-size hot taps are not allowed unless approved by the City Engineer.
- 5. In commercial areas, valve spacing should not exceed 500 feet.
- 6. In residential areas, valve spacing should not exceed 800 feet (Ten States Standards).
- 7. In areas without customer connections, valve spacing shall not exceed 1,000 feet.
- 8. Valves and blow-off assemblies that are no longer needed shall be abandoned by removal and installation of a blind flange, plug, or pipe extension as appropriate.

C. **Water Services**

1. Water services shall be clearly called out by standard detail and size on plan sheets.
2. In residential areas, water service lines from the water distribution main to the property shall be installed at the time the main is constructed. Service lines shall not be installed across private property other than that being served, with the exception of appropriate common areas.
3. In commercial areas, water service lines, fire service lines and hydrants should not be tapped in the public streets. Mains should be stubbed into the property, then tapped or provided with T's for those features. Maximum distance from service connections to dead ends shall be less than 3 feet.
4. Avoid installing two or more parallel services when 1 larger service can be installed.
5. Standard size of a residential water service line shall be one (1) inch. Schools, commercial, industrial, or multiple family units with higher water demand shall be provided with larger service lines as determined by project engineer and subject to approval by Development Services.
6. ¾ inch double water service connections cannot exceed 80 feet from the main to the meter. If greater than 80 feet, use 1 inch single service. In commercial areas, service lines from mains to meters should be as short as practical and should not exceed 40 ft.
7. For non-residential sites that include consumptive water uses that do not release water to the sewer system (such as sprinklers, cooling towers, pools, and water features), developer should consider including separate services for such uses to allow for correct sewer billing.
8. Services should be aligned so they are at 90° angles to the water main. If developments are approved then later modified, adjust/abandon existing services to meet these standards. Cul-de-sacs and street curves may require some variance to the 90 degree rule.
9. Whenever possible, meter vaults shall not be placed in problematic areas such as high traffic areas, designated areas of foot traffic or within 10 feet of building foundations. Avoid installing meter vaults in common drives.
10. Whenever possible, avoid running water service lines through underground

storm water filtration beds or under drainage swales. See the City of Meridian Supplemental Specifications to the ISPWC for sleeving requirements for services through storm water facilities.

11. Any unused water services must be abandoned at the mains: If the main is depressurized, abandon by removing the corporation stop and installing a brass plug in the service saddle. If the main is pressurized, abandon by closing the corporation stop, disconnecting (cutting) the service line, and installing a cap or copper disk on the corporation stop. Unused meter vaults and associated parts must also be removed.
 12. Any unused water main stubs shall be abandoned ~~at the street water main~~ by removing the gate valve and installing a blind flange. Gate valves shall not be abandoned in place without prior approval of the City Engineer.
 13. All fire service lines must be clearly shown on plans, including size and location of jurisdictional valve. Minimum size of jurisdictional valve shall be 4 inch. Jurisdictional valves shall not be located in public right-of-way.
 14. Water service lines shall not be tapped into fire service lines or hydrant laterals (between the auxiliary gate valve and the hydrant).
- D. **Water Meters** – Water meters shall be installed on all residential, commercial, industrial, multi-family, public facility, and irrigation water services according to City Code requirements. Meters will be installed by the Water Division of Public Works only after water system is owned by the City of Meridian. Installation of water meters, bypass lines, or jumpers by anyone other than the Meridian Water Division is prohibited. The installation of meter pits and all meter setter appurtenances are the responsibility of the developer’s contractor.
1. New water services and meters serving single family homes over 3600 sf (not including garage) shall be at least 1 inch.
 2. Water services and meters in new residential developments with lots exceeding 17,000 sf shall be 1 inch.
 3. Water meters over 1 inch shall match the size of the service lines from the main to the meter pit, except for 3 inch meters, which shall have 4 inch service lines.
- E. **Locate Stations** –Locate stations shall be installed every 500 feet in combination with fire hydrants or by themselves. See City of Meridian Supplemental Specifications.
- F. **Pressure Reducing Valve (PRV) Stations** – Pressure Reducing Valve Stations may be required for development that occurs at or near planned pressure zone boundaries. Determinations for requiring PRVs will be made by the Engineering Division through modeling and fire flow demands. If a PRV is required to serve a new development, the City of Meridian will purchase and install the PRV, interior piping, valves and telemetry equipment needed to operate the new PRV. The developer will be responsible for the following:
1. Providing for the location of the PRV vault. Landscaped areas are preferred to street installations.
 2. Providing an easement for installations outside of the public right- of-way.
 3. Purchasing and installing the concrete vault as required by the City of Meridian per specifications provided by Engineering Division.
 4. Providing electrical service to the vault. Coordinate location and electrical

requirements with the Engineering Division.

5. Stubbing the water mainline to the inside of the vault and either:
 - Installing a flange by flange ductile iron spool in the place of the PRV equipment, to ensure alignment of the water main penetrating the vault, or
 - Coordinating with Engineering to allow the City to purchase, assemble, and install the PRV equipment in conjunction with the developer's placement of the vault and/or water mains.

Note—the PRV plans and specifications will need to be submitted by the City to the Department of Environmental Quality for approval. The developer's engineer shall coordinate with City of Meridian (COM) Engineering to obtain the correct PRV detail and include it in their construction plans. COM Engineering will develop a Preliminary Engineering Report (PER) for the PRV. After the developer's plans are approved by Land Development, COM Engineering will submit the PER along with the appropriate plan sheets to DEQ for review and approval (or the entire plan set if the developer prefers). Upon approval, COM Engineering will submit the approved package back to Land Development.

- G. **Booster Stations-** Booster Stations may be required for development that occurs at or near a pressure zone boundary. Booster stations shall meet the requirements found in the Idaho Rules for Public Drinking Water Systems. Required pumping capacity for booster stations shall be determined by the Engineering Division through modeling for the service area and planning period. Permanent booster station pumping facilities will be designed and constructed through capital projects managed by the Engineering Division. Temporary booster station pumping facilities will be designed and constructed by the developer with review by the Engineering Division. In both cases, the developer will be responsible for the following:
1. Providing for the suitable location of the booster station site by providing a deed. Minimum lot size shall be 140 feet by 140 feet.
 2. Providing 14-foot wide paved access to the booster station site.
 3. Providing three-phase electrical service to the site. Coordinate location and electrical requirements with the Engineering Division.
 4. Stubbing the water mainlines and service lines to the site, providing easements as required.
 5. If architectural and landscape features other than a chain link fence, minimum landscaping requirements per City of Meridian's development requirements, and split face block building with metal roof are desired to screen and otherwise blend into the neighboring surroundings, the developer will be required to coordinate with and compensate the City for these additional expenses.

Note—the booster station plans and specifications will need to be submitted by the City to the Department of Environmental Quality for approval.

- H. **Wells and Well Lots-** Test wells, production wells, buildings and pumping facilities will be designed and constructed through capital projects managed by the Engineering Division. The developer will be responsible for the following:
1. Providing for the suitable well site by providing a deed. Minimum lot size shall be 140 feet by 140 feet.

2. Providing 14-foot wide paved access to the well site.
3. Providing three-phase electrical service to the site. Coordinate location and electrical requirements with the Engineering Division.
4. Stubbing the water main and service line to the site. Provide easements as required. Whenever possible, wells should be located near creeks or drains that allow for flushing.
5. Providing an easement for a flush line to an approved discharge point, or a flush line and easement if development occurs prior to the City capital project.

Note –the well plans and specifications will need to be submitted by the City to the Department of Environmental Quality for approval. Additionally, the well development process can take multiple years for permitting, testing, development, design and construction.

-END OF SECTION-

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SECTION 5

SANITARY SEWER SYSTEMS

5-1 SECTION SUMMARY:

This section contains guidance and requirements for the following: sewer pipeline design, determining when sewer shed studies / design reports are required, general lift station information, force mains, placement of sewer mainlines and manholes, sewer services and pretreatment.

5-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to the design of sanitary sewer systems. Conflicts between these requirements shall be resolved on a case-by-case basis.

- A. All applicable standards as listed in Section 2-2
- B. IDAPA 58.01.16, “Wastewater Rules”
- C. IDAPA 58.01.08, “Idaho Rules for Public Drinking Water Systems”
- D. Recommended Standards for Wastewater Facilities (Ten State Standards)
- E. Meridian City Code (MCC) - Title 9, Chapter 4 “Sewer Use and Service” and Chapter 2 “Sewer Pretreatment”

5-3 CAPACITY DESIGN:

Sanitary sewer system design must include provisions for the size and capacity to convey all domestic, commercial, institutional, and industrial waste that can be reasonably anticipated under conditions of full or ultimate development. Design flow shall be for peak wet weather flow. The determination of average dry weather flows for design purposes shall be based on the best available information concerning land use and density as estimated for land use plans, under the jurisdiction of the Meridian Community Development Department, to form the basis for qualifying present and future wastewater design flows. This information may include approved land use and density in accordance with current zoning in the absence of more specific information pertaining to expected development.

- A. **Capacity** – After an application is received by Planning or Development Services, the Engineering Division will run the total flows in the sewer model to evaluate if the proposed design has the capacity to adequately serve the entire tributary area. The City will also include flows for infiltration allowance depending on the location of the proposed development.

5-4 SEWER SHED STUDIES:

A sewer shed study is a plan to provide sewer service to a specific portion or sub- service area of the City, and will become part of the organizational knowledge and historical documentation used by the Engineering Division for future planning. When a sewer shed study is required, it shall be submitted and approved prior to submittal of project improvement plans.

- A. **Submittal and Approval** - Submittal and approval of a sewer shed study may be required if the Engineering Division determines any of the following conditions exist:
 1. The land use of the development is different than what was assumed in the

Sewer Master Plan and Comprehensive Plan

2. Upstream or adjacent areas might require sewer service through the subject property
 3. Downstream sewer capacity is limited
 4. It may not be possible to serve the project and/or surrounding area with gravity sewer service
 5. Interim sewer facilities may be required
 6. Off-site sewer facilities may be required
- B. **General Study Requirements** – In order to develop a sewer shed study, the minimum information that must be accumulated and presented includes:
1. Area to be served by the local collection and trunk facilities
 2. An analysis of the regional setting
 3. Topography information of the area to be served (delineated on a topo map)
 4. Any specific projects that precipitated the study
 5. Relevant assumptions and special conditions
 6. Proposed sewer infrastructure
 7. Ultimate development within the study area
 8. Hydraulic grade line at point of discharge into major facilities

It is important to note that the same assumptions used in the current Sewer Master Plan (such as values for infiltration rates) should also be used in generating a sewer shed study.

- C. **Study Map** - The method of providing sewer service to the entire service area, including pipe sizes, lengths, slopes, and inverts, shall be shown to the extent necessary to determine the requirements within the subject property. All areas to be served through the project site, per the latest City Sewer Master Plan, must be included in the project flows.
- D. **Study Slopes** – The minimum slopes for gravity pipe shall be determined using the design parameters outlined in the Ten State Standards, but in no case less than 0.1%. Additionally, for those areas where the pipe route is not clearly defined, pipe grades shall allow for an additional 20% pipe length for potential meandering trunk pipeline paths.

5-5 **DESIGN REPORTS:**

For construction of new sewer trunk pipelines (those 10 inches in diameter or larger) and lift station facilities, a Design Report may be required. Design Reports shall meet all requirements of the Engineering Division to include as a minimum, the following information:

- A. **Introduction and Background** - Use an exhibit for a project location map and identify whether the proposed facilities will be used on an interim or permanent basis.
- B. **Previous Studies** - Sewer Master Plan information, Specific Plans, Community Plans, and other Sewer Studies that pertain to the project should be referenced and built upon. If appropriate, those documents should be amended if the proposed project will require significant changes to previously approved documents.
- C. **Environmental Document and Geotechnical Report** – If these documents are required, findings must be referenced and incorporated to address environmental and

geotechnical requirements. Incorporate reference exhibits and photographs as necessary.

- D. **Existing Sanitary Sewer Facilities** - Identify and briefly discuss whether the project is located within the City's service area. Discuss the existing sewer facilities available in the area. Incorporate and reference exhibits as necessary.
- E. **Planned Sewer Improvements** - Discuss the proposed interim or permanent facilities. Identify outfalls and discuss any proposed alternatives and available options. Incorporate and reference exhibits as necessary.
- F. **Phasing** - Identify phases of proposed development, referencing exhibits that depict the lots proposed to develop at each phase. Discuss the upgrades that are necessary at each phase and include a narrative on what triggers the necessity of implementing the upgrades to encompass the facilities, equipment, costs and timeline for implementation of triggers, design and construction aspects. When an interim lift station is allowed by Public Works, discuss when and how the facility becomes unnecessary.
- G. **Lift Stations** - Provide a narrative of any proposed lift station demonstrating compliance with the City of Meridian Lift Station Specifications and Drawings. Incorporate the requirements for conveyance of deeds and easements. Incorporate and reference exhibits as necessary.
 - 1. **Lift Station Site Design** - Provide attachments as necessary for the preliminary design of the site. Include specifics on the size, location, and materials for the building, fencing, gates, and equipment on the site. Include the location and size of vaults that will encase air/vacuum valves, flow meters, check valves, gate valves, etc., and specify the sizes and materials for these valves. Include an Emergency Bypass connection with the necessary appurtenances. Identify the location and size of the water service. Discuss the need for a hoist or crane. Incorporate and reference exhibits as necessary.
 - 2. **Wet Well and Pumping Alternative** - Discuss any alternatives considered for wet well and pump design. Include all appropriate information necessary to analyze the size and depth of the wet well as well as alternatives for the type, size, and number of pumps. A narrative on maintenance requirements of the proposed facilities must be included. Discuss any bypass pumping that may be needed during construction. Include flotation calculations if groundwater is present or anticipated.
 - 3. **Recommended Force Main Design** – Refer to Section 5-5.H.
 - 4. **Electrical and Controls** - Identify the location of above and underground electrical facilities to serve the site, including the size and location of the transformer. Describe the equipment needed for the site, including lighting, PLC, SCADA, RTUs, pressure transducer and alarm systems, etc. Also, describe the need for emergency power and generator design (if incorporated). Incorporate and reference exhibits as necessary.
 - 5. **Odor and Corrosion Control** - Discuss necessity and alternatives for odor and corrosion control.
 - 6. **Emergency Storage** - Provide calculations on the facilities that will be used for emergency storage of sewage in the event of a pump station outage. Identify the location and elevation of the lowest manhole rim in the storage system and any others in the existing or proposed sewer system that may be

adversely affected. Incorporate and reference exhibits as necessary. Requirements for calculating the emergency storage are presented in the most current version of the City of Meridian Sewer Lift Station Specifications and Standard Drawings.

- H. **Force Mains:** All pipes utilized for sanitary sewer force mains shall be pressure-rated pipes approved by Meridian Public Works. Force mains shall be designed so that the pipeline is always full, and no point in the vertical alignment is located above the energy grade line. The design report shall address the entire force main system's projected layout, starting from the pumps and for the full length of the force main to the outfall back to the gravity system. In the event that plans are submitted that make changes to this layout, an amendment to the design report shall be required to verify that the proposed changes will not affect the pump sizing or efficiency. The force main shall be designed and submitted concurrently with the pumps/lift station.
1. **Size and Velocity** – The force main shall be sized to produce a fluid velocity of no less than 2 feet per second at least once per day, and no more than 8 feet per second. Unless otherwise approved by the Engineering Division, the minimum force main size shall be four (4) inches in diameter.
 2. **Hydraulic “C” Factor** – For determining the head loss, use the Hazen Williams equation with a C factor of 120.
 3. **Thrust Forces and Shearing** – The design report shall provide recommendation for mitigation of these forces in the onsite structures and the force main. Thrust forces in a force main shall be mitigated through joints that are restrained or anchored to prevent movement and separation. To avoid shearing due to differential settlement, flex couplings shall be installed on pipelines between pump station structures (i.e. wet wells) and vaults, and between valve vaults and bypass vaults.
 4. **Water Hammer** – Water hammer (surge) shall be addressed in the design report as required by the City. Water hammer shall be evaluated for the normal operation of the pump station as well as for power failure while the pump(s) are running. The modulus of elasticity of the pipe material shall be considered when evaluating water hammer effects. The potential impact of water hammer shall be evaluated with special consideration given to cyclical loadings that are inherent in wastewater force mains. A safety factor of 1.5 shall be used when determining the adequacy of all piping system components with regard to withstanding system pressure, and at a minimum, the following shall be addressed in the surge analysis:
 - o Transient pressures due to water hammer and the effect of these pressures on the entire system
 - o Cyclic loading of the force main
 - o Investigation of the pipeline profile to determine the possibility of water column separation
 - o Shut-off characteristics of all proposed pump control valves, including check valves
 - o Substantiation for the use of surge control valves and other surge protection devices, when necessary, listing recommended size and computed discharge pressure
 5. **Location/Separation** – Force mains shall be located within the public rights-of-way or in an appropriate easement. A minimum clearance from all other

utilities of at least 12 inches vertical and 4 feet horizontal should be maintained, except potable water pipelines which shall maintain minimum separation recommendations as set forth by the Idaho Rules for Public Drinking Water System. A force main alignment that is straight between structures is preferred. However, pipe joint deflection not to exceed ½ of the Pipe Manufacturer’s allowable deflection is allowed, but verification of the deflection angle by the contractor is required. Where practical, force main alignment shall also be parallel to curbs, street centerlines, property lines, and/or easement lines.

6. **Profile** –A continuous upward slope from the pump station to the discharge point is desired, even when reasonable over-excavation is required to accommodate the continuous upward slope. In the event that a high point cannot be avoided, and is allowed by Public Works, a combination air release valve shall be installed.
7. **Corrosion Protection** – All ductile iron pipes shall be protected from corrosion.
8. **Combination Air Release Valves** – Where high spots in the profile cannot be avoided, combination air release valves (CARVs) shall be installed so that air can be purged from the force main. CARVs shall also be installed as close as possible to the check valves as needed to ensure the protection and maximize the operation of the pumps. An appropriately sized CARV drain line shall be routed to the nearest gravity manhole for drainage if practicable. CARVs shall be constructed in accordance with Standard Drawing of Meridian’s Supplemental Specifications.
9. **Force Main Discharge** – The force main shall enter the transition manhole with its center line horizontal and an invert elevation matching the spring line of the gravity line to ensure a smooth transition of flow to the gravity flow section. New discharge manholes shall be smoothly coated with Sprayroq Sprayshield or Spraywall coating or equal. Existing manholes showing signs of corrosion or if over ten years old shall be smoothly coated with Strong Seal or Sewpercoat cementitious coating or equal.
10. **Cost Estimate** - Provide an Engineer’s estimate of design, construction, and operating costs if required by the City.
11. **Project Schedule** – Provide the projected timeline for the project, focused on major start/stop and completion dates.
12. **List of Tables** – Provide a list of tables used in the design report. At a minimum this should include lift station design criteria and a summary of the projected sewage flows at build-out and the design flows at various stages of development.
13. **List of Exhibits** - Provide a list of the exhibits used in the design report, at a minimum, this shall include a location map, the overall sewer study area, existing and proposed sewer facilities, and the overall sewer layout proposed. This shall also include preliminary drawings for the pump station design such as the site plan, section through the pump station wet well, single line diagram and load calculations.
14. **Attachments** - At a minimum, the attachments shall include a cost estimate, pump curve with system curve superimposed, calculations for system curve, wet well sizing calculations, emergency storage calculations, cut sheets from

manufacturers of proposed facilities and equipment, air/vacuum release valve design sizing and project literature, and a site-specific geotechnical report.

5-6 **SANITARY SEWER MAIN DESIGN :**

All sanitary sewer mainlines shall be placed within public street rights-of-way unless the use of easements is specifically approved through Development Services. Locate manholes to ensure access for routine maintenance. Sewer facilities shall not be placed in any joint utility trench unless otherwise approved by the City Engineer. Consideration shall be given for future development when locating manholes in new lines.

- A. **Horizontal Alignment** – Pipelines shall be parallel to the street centerline wherever possible. If a change in alignment is necessary, it will require the construction of a manhole.
- B. **Steep Sewer Pipe Slopes** can deposit material on manhole shelves, generate odors, and create corrosive gas. For these reasons we need to implement practices that limit these situations. Going forward, the maximum pipe slopes identified below ~~should~~ will be used in reviewing and approving plans for new development unless otherwise approved by the City Engineer.
 - 1. Maximum 8 inch PVC pipe slopes should be limited to 8%
 - 2. Maximum 10 inch PVC pipe slopes should be limited to 6%
 - 3. Maximum 12 inch PVC pipe slopes should be limited to 5%

If slopes less than these cannot be maintained then a drop manhole may be a viable option. Slopes greater than those shown above may be permitted if there is no change in the direction of flow. Both of these options must be pre-approved by the City Engineer.

- C. **Vertical Alignment** – A constant slope between manholes is required. If a change in slope is necessary, a manhole is required at that point.
- D. **Location within Roadways** – Sewer mains shall be located in a corridor measured from 10 feet south or west to 5 feet north or east of the centerline of any roadway.
- E. **Location in Constrained Existing Streets** – When sanitary sewers are to be installed in an existing street, factors such as curbs, gutters, sidewalks, traffic conditions, traffic lane conditions, pavement conditions, future street improvement plans, and existing utilities shall all be considered. The approval of all appropriate jurisdictional entities and Public Works Engineering Division shall be obtained.
- F. **Relocated Mains** – Sewer mains installed to replace existing facilities shall generally follow existing alignments, but may be realigned as deemed necessary to achieve optimum flow conditions, reasonable access, and separation from existing utility infrastructures. Where possible, existing sewer pipelines in easements and alleys shall be relocated to nearby streets or public rights-of-way.
- G. **Locating Sewer/Water Mainlines in Landscaping** - The preferred location of wastewater utilities is in the public right-of-way where they can be easily operated and maintained. If mains cannot be installed in the public right-of-way, then they should be located in a dedicated alley or easement dedicated to the City of Meridian. However, manholes should be located in the public rights-of-way.
- H. **Prohibited Locations** – Construction of sanitary sewers shall be prohibited in the following locations unless otherwise approved by the City Engineer:
 - 1. Within the 100-year floodway

2. Within jurisdictional wetlands
 3. Parallel and underneath roadway landscaped medians, however crossings are acceptable
 4. Within railroad rights-of-way unless a separate easement or license agreement is acquired
 5. Within “backyard” and “side-yard” easements
 6. Areas inaccessible to equipment or personnel
 7. Within 10 feet of any building or structure. If the sewer depth is greater than 10 feet or sewer size is larger than 10 inches, this distance may have to be greater depending on the soil conditions.
- L Separation from Potable and Recycled Water Mains** – Separation shall meet the requirements called for in the IDAPA 58.01.16, “Wastewater Rules”. If the IDAPA separation requirements cannot be met, a letter to the City Engineer requesting a waiver of the requirements, along with an explanation for the request, should be submitted. If the waiver is justified the applicant will receive written notification approving the waiver.
- M. Horizontal Separation Between Water and Sewer Lines** – Where sewers are constructed deeper than 15 ft to flowline, separation greater than 10 ft is desirable. See table in Section 2-15.E
- N. Separation From Other Utilities** – A minimum horizontal clearance of 4 ft and vertical clearance of 1 ft is required for all utilities crossing water and sewer mains.
- O. Drainage Swales** – Sanitary sewer pipelines crossing drainage swales shall require a steel sleeve to be installed allowing access for maintenance and removal of the pipe. The pipe sleeve shall have 1 foot of clearance from the top of the sleeve to the bottom of the swale. HDPE DR7 pipe may be substituted for steel.
- P. Abandoning Sewer Mains** – Sewer mains that are to be abandoned (taken out of service) shall be disconnected from the manhole that is to remain in service. A water-tight repair shall be installed in the unused inlet/outlet of the sewer manhole. Grout ends of abandoned pipe with cementitious grout.
- Q. Final Mainline Slope** – The last upstream section of any 8 inch mainline; pipe slope shall be a minimum of 0.6%.
- R. Common Drive**– In common driveways, the following shall apply unless otherwise approved by the City Engineer:
1. Four or less lots – services shall be extended from the sewer main in the right-of-way.
 2. Five or more lots (not usually allowed) – Sewer mains in the common drive will be private and are the responsibility of the HOA to maintain. Private sewer mains shall have manholes at the right-of-way boundary and at the end of the line. Manhole lids shall be labeled as “Private Sewer”.
- S. Pool Filter Backwash** - Backwash from a pool filter may be discharged to the sanitary sewer at a maximum rate of 50 gallons per min (gpm) unless greater discharge rates are requested and the Public Works Department can verify the available capacity through modeling. The backwashing setup must have permanent, non-adjustable, infrastructure (pipe diameter size, orifices plate, etc.) that minimizes backwash flow rates to 50 gpm or less. Flow limited by a valve or other adjustable controls will not be allowed. Discharge activities can occur at any time of day EXCEPT those times listed below:

1. Weekdays 6 - 8 AM and 8-10 PM
2. Weekends 10 AM – 12 PM and 8 – 10 PM

There shall be no direct connection between the pool backwash filter discharge and the pool itself that would allow the pool to be discharged to the sanitary sewer. Discharge of the pool into the sanitary sewer is strictly prohibited.

- T. Steel Casings- Steel casings are intended to protect the water main, protect the utility or road being crossed, and/or allow access for maintenance or replacement.
1. Steel casings shall be required in the following situations:
 - Open channel water crossings
 - Crossings of State Highways
 - Crossing of Railroad Tracks
 - Crossings of any utility where the owner of such utility may limit the City's ability to access the water main (such as irrigation district facilities)
 2. Design Standards:
 - a. Locate casings outside the footprint of bridges / culverts whenever possible
 - b. Casings crossing roadways must be extended far enough to provide easy access for maintenance, repair or replacement. (See Standard Drawing SW1)
 3. See Standard Drawing W15 for more information.

5-7 PRIVATE SEWER MAINLINES:

Where mainlines are located on private property and serve only one parcel or serve parcels along common driveways, they shall be private and will require a plumbing permit. Onsite private mains shall be designed and constructed in accordance with all applicable Federal, State and local requirements. Private manholes shall be labeled "Private" on the manhole cover.

5-8 MANHOLES AND CLEANOUTS:

Sewer manholes shall be placed at the intersections of all sanitary sewer lines; at all changes in pipe size and direction; at the end of any line terminating in a cul-de-sac; at the end of all +permanent lines. A manhole shall be installed at any temporary line more than 150 feet in length that serves more than four (4) Equivalent Residential Units (ERUs), or terminates at a property boundary where the adjacent property has a different ownership or is not a phase of the overall development. Care should be taken to avoid placement of manholes in wheel paths of travel lanes. The angle of a pipe into/out of a manhole, when measured from the upstream pipe to the downstream pipe, must be at minimum 90 degrees. Any angle less 90 degrees must be approved by the City Engineer.

- A. **Drop Manholes** – Drop manholes are not allowed without approval of the City Engineer (refer to City of Meridian Supplemental Specifications, Section 502, Part 3).
- B. **Clean-outs** – T-Type cleanouts may be used at points where the sewer line is terminated, but shall be continued to subsequent phases of a subdivision or other projects in the future (refer to City of Meridian Supplemental Specifications, Section 503, Part 2.B).
- C. **Sealed manholes with venting** should be utilized in areas of the collection system with a high probability of infiltration. This would include, but is not limited to,

manholes next to gutters, catch basins or other areas where stormwater will collect and regularly flow into the manhole lids.

5-9 SEWER SERVICE LINES:

Sewer service lines shall conform to Idaho Standards for Public Works Construction and the National Plumbing Code, and shall be designed and constructed per the following guidelines:

- A. **General Requirements** - The sewer service lines shall:
1. Extend from the collector sewer to the edge of public rights-of-way or edge of easement. New service lines shall not be located in residential driveways.
 2. Be perpendicular to the sewer main line.
 3. Have the location marked with an “S” at the back of sidewalk on the property line as a sewer service.
 4. Sewer service lines through underground storm water infiltration beds or drainage swales are not allowed unless approved by the City Engineer. If approved, see the City of Meridian Supplemental Specifications to the ISPWC for sleeving requirements for services through storm water facilities.
- B. Care shall be taken to avoid locating sewer service lines within 5 feet of street tree locations.
- C. Sewer service lines shall not cross adjacent residential parcels.
- D. **Sizing** –Sewer service pipe diameter shall be a minimum of 4 inches for residential. Commercial service sizes shall be designed to meet flow requirements but shall be 4 inches minimum.
1. A separate and independent sewer service line shall be provided for every lot, building, and/or structure.
 2. No more than three 4-inch sewer service connections into a single pre-cast manhole base will be allowed.
- E. **Material** – The sewer service pipe and connecting “T” or “Y” shall be PVC pipe, as identified in the City of Meridian Supplemental Specifications.
- F. **Location** - When sanitary sewers are constructed as part of new subdivision improvements, a sewer service line shall be constructed to the approximate center of each lot.
- G. **Depth** – The Design Professional shall verify the adequacy of the normal service line depth at the edge of easement or right-of-way to serve the intended parcel.
- H. **Slope** – The National Standard Plumbing Code requires 4-inch service lines to have a minimum slope of 2% to the property line. Where sewer service line will have less than 4 feet of cover, a 1% slope may be used with the approval of the City Engineer. The slopes for sewer service lines 6-inches or larger can be engineered with slopes which achieve a minimum velocity of 2 feet per second with the pipe flowing full or half- full.
- I. **Unused sewer service lines** – Unused sewer service lines shall be disconnected at the intersection with the main or manhole. Cut and cap the service at the tee or install a water-tight repair in the unused inlet of the sewer manhole. If capping the service at the mainline is not feasible, a CIP liner can be used to seal the inside of the mainline, and the service line cut at the back of the curb and capped.

5-10 SPECIAL REQUIREMENTS IN DEVELOPED AREAS:

In cases where developers are extending sewer mainlines through developed areas, these requirements apply:

- A. Property owners adjacent to or within 300 feet of the sewer extension project shall be contacted to gauge their interest in obtaining a sewer service.
- B. Property owners requesting a service, and willing to pay for the associated cost, shall have a sewer service installed as a part of the sewer mainline extension project.
- C. A property owner's request for service shall be honored wherever practicable.
- D. Parcels with two or more sources of sewage may have independent sewer services provided to each source.
- E. Redevelopment projects with existing sewer lines or services located in easements or alleys, shall relocate mainlines and services to public streets or rights-of-way whenever feasible.

5-11 CORROSION PROTECTION:

If required, a Geotechnical Report shall include results of a soil corrosivity test if there are any proposed metallic structures such as steel casing, ductile iron pipe, steel reinforcement, etc., along the alignment of the pipeline, and recommendations regarding corrosion protection.

5-12 COMMERCIAL RV DUMPS

Commercial RV Dumps are not allowed without prior approval of the City Engineer.

5-13 PRETREATMENT REQUIREMENTS:

Industrial and commercial wastewater discharges to the sanitary sewer system are regulated through the Industrial Pretreatment Program, which was established by Title 9, Chapter 2 of the Meridian City Code. The Pretreatment Program consists of permitting, inspecting, monitoring, and sampling of all applicable industries and businesses to ensure compliance with applicable local, state and federal requirements.

Any industrial or commercial business that discharges or plans to discharge process wastewater to the City of Meridian City sewer system must meet specific discharge standards as determined by the Pretreatment Program.

- A. **Grease Interceptors** – Grease interceptors conforming to Pre-Treatment Standard Drawing **S2** shall be installed to all grease-bearing wastewater discharge lines leading from sinks, drains and other fixtures or equipment in Food Service Establishments (FSE) that perform cooking operations from establishments including, but not limited to, those listed below:
 1. Restaurant, cafe, lunch counter, cafeteria
 2. Bar or club
 3. Hotel/Motel
 4. Hospital, retirement home, sanitarium
 5. Factory or school kitchen

The City of Meridian, as the local authority, has determined the minimum capacity size for grease interceptors is 1500 gallons, with double chambers and installed underground. Interceptors shall also meet the following requirements:

1. Interceptor shall be located outside of building in a location accessible to

- waste hauler service provider.
2. Install interceptor per manufacturer's specifications.
 3. Application of an interior protection coating to decrease grease vault interior material decomposition.
 4. All waste shall enter through inlet pipe only.
 5. The primary and secondary chamber outlet & inlet pipes shall have tee connections with open pipe tops to allow visual inspections of influent and effluent (wastewater) by City inspectors.
 6. Tee pipe length shall be 12-14 inches from the tank bottom, center baffle cross over tee pipe is usually recommended as per grease interceptor manufacturer's design.
 7. Chamber lids shall prevent odors with a built-in handle or notched side to insert a tool to allow easy access for lid removal. Temporary sealant type material is only allowed in lid holes to eliminate odors, bolts to secure lids are recommended to ensure an air-tight seal.
 8. All surface water shall drain away from manholes.
 9. Each business establishment for which a grease interceptor is required shall have an interceptor which shall serve only that establishment.

Interceptors shall be considered part of the building plumbing, therefore part of the upper sewer service line, subject to maintenance by the Owner.

- B. **Oil/Sand Interceptors** – An Oil/Sand Interceptor conforming to Pre-Treatment Standard Drawing S3 shall be installed for any type of business having the potential of producing oil and sand or grit waste, including but not limited to those listed below:

1. Auto Body Repair Shop
2. Auto Repair Shop
3. Car Wash
4. Commercial Laundry/Laundromat
5. Outdoor vehicle wash pads (pad shall be designed to not allow storm water from surrounding area to enter system)

The City of Meridian as the local authority, has determined the minimum capacity size for Oil/Sediment interceptors is 1500 gallons, with double chambers and installed underground. Interceptors shall also meet the following requirements:

1. Interceptor shall be located outside of building in a location accessible to waste hauler service provider.
2. Interceptor must be installed per manufacturer's specifications.
3. All waste shall enter through inlet pipe only.
4. The primary and secondary chamber outlet & inlet pipes shall have tee connections with open pipe tops to allow visual inspections of influent and effluent (wastewater) by City Inspectors.
5. Tee pipe length shall be a minimum of 12-14 inches from the tank bottom; center baffle cross over tee pipe is usually recommended as per grease interceptor manufacturer's design. Field adjustment of pipe lengths may be allowed as determined by a City Pretreatment Inspector.
6. Chamber lids shall prevent odors with a built-in handle or notched side to

insert a tool to allow easy access for lid removal. Temporary sealant type material is only allowed in lid holes to eliminate odors, bolts to secure lids are recommended to ensure an air tight seal.

7. All surface water shall drain away from manholes.
8. Each business establishment for which an Oil/Sand Interceptor is required shall have an interceptor which shall serve only that establishment.

Interceptors shall be considered part of the building plumbing, therefore part of the upper sewer service line, subject to maintenance by the Owner.

C. Other Requirements by Facility Type - The following are examples of some industrial/commercial facilities regulated by the Industrial Pretreatment Program per the Pretreatment Standards as identified in Meridian City Code Title 9, Chapter 2 Sewer Pretreatment:

1. Dental Offices
 - o Silver recovery system for x-ray wastewater.
 - o Mercury amalgam separator is recommended.
2. Car Washes - No solvent discharges allowed. Car washes are required to have a wash water recycling system.
3. Dry Cleaning Shops - Still bottom water evaporator for solvent recovery. No discharge of perchloroethylene allowed.
4. Film processing and Photo Development Labs– Silver recovery system.
5. Commercial Laundry/Laundromats – Solvent recapture and high temperature mitigation.
6. Machine Shops – Recapture of metalworking fluids and solvents as no discharges allowed.
7. Radiator Repair Shops – Closed-loop process cleaning system with sealed holding tank. Zero Discharge Permit is required with disposal service identified.

D. Approved Exception to the In-Ground Grease Interceptor – In certain cases as determined by the City of Meridian’s Pretreatment Program, a suitable portable unit may be approved on a very limited basis with specific requirements. An Electro-Mechanical Unit or Automatic Grease Interceptor (AGI) may be installed to the facilities clean up sink. This unit shall be of the type designed to mechanically remove fats, oils and grease (FOG) automatically. Unit shall have a timer device to activate contained grease discharge in a separate container for proper disposal. Passive grease traps are not allowed in a new or remodeled construction activity.

E. At the discretion of the Publicly Owned Treatment Works’ (as defined in MCC 9-2-1-4) superintendent or designee; enter into a written agreement or permit with the City of Meridian establishing comparable best management practices MCC Title 9, Chapter 2 Sewer Pretreatment 9-2-2- 1 D 2.

-END OF SECTION-

SECTION 6 STREET LIGHTING

6-1 SECTION SUMMARY:

This section contains guidance and requirements for street lights and the development of street light plans. Guideline drawings are included at the end of the section. Please refer to the drawings as well as the section standards when designing development street lighting.

6-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to the design of street lighting. Conflicts between these requirements shall be resolved on a case-by-case basis.

- A. All applicable standards as listed in Section 2-2
- B. ANSI/IES RP-8-14 Roadway Lighting
- C. AASHTO Roadway Lighting Design Guide

6-3 STREET LIGHTS REQUIRED:

- A. Street lights will be required for all developments within the urban area, along all streets and pathways offered for dedication, including existing streets bordering the development unless exempted by Section 6-4 below. In addition, street lights may be required for lots and parcels containing existing structures which are being improved or altered, depending on the nature and extent of the work. Illustrations of street lights generally required are shown on Design Standards Drawing 6A.
- B. Existing streetlights along the developed, improved or altered parcel shall be upgraded to meet the current city standards and specifications. See Sections 6-8 and 6-9.

6-4 STREET LIGHTS NOT REQUIRED:

Street lights will not be required under the following circumstances:

- A. For planned developments, residential, commercial, and industrial developments where internal streets are not offered for dedication, a street lighting system will not be required for the internal non-dedicated streets, but shall be provided by the developer on external public street frontage.
- B. In areas where site conditions preclude the installation of street lights adjacent to the development, the owner or developer will be required to deposit monies sufficient to design, install, and inspect street lights under the direction of the Meridian Public Works Department. These lights will be installed when site conditions adjacent to the development become more favorable or in alternate locations in the general vicinity of the development.

6-5 DEVELOPER'S RESPONSIBILITY:

- A. Existing street lights which must be relocated or repositioned as a result of the construction of new streets or driveways into a development are the responsibility of the developer to relocate.
- B. Any new services, including those with a step-down transformer, which are required as a result of the modification of an existing utility service pedestal, are the

- responsibility of the developer.
- C. The developer is responsible to ensure that power remains to the existing street light system until the new street light system to replace it is complete and functioning correctly.
 - D. The developer is responsible for all costs associated with creating a fully functional lighting system.
 - E. The developer, or his legally authorized representative, is responsible for providing as-built record drawings of the street light installation as described in Section 1102 Part 1 of the Supplemental Specifications.

6-6 CERTIFICATES OF OCCUPANCY:

- A. Lack of a functional street lighting system at the time certificates of occupancy are requested shall be grounds for denial of such certificates.
- B. A finalized electrical permit, issued through the City of Meridian Building Division for street light system work, is required before the City will assume energy costs and authorize Idaho Power to energize the street light system.

6-7 PLAN DETAILS:

- A. Plans shall show and identify all street lights to be installed, all existing lights in the project vicinity and all applicable provisions and details specified in these standards.
- B. The street lighting plan should be included in the overall development plan set and shall be a stand-alone plan containing the following information:
 1. A vicinity map or equivalent
 2. Utility poles and public easements
 3. Names of adjacent subdivisions
 4. Names of streets, and if streets are public/private
 5. Block and lot numbers if available
 6. Intersecting property lines of adjacent properties
 7. A "Symbols" legend conforming to Design Standards Drawing 6A
 8. A North arrow and appropriate scale (1"=10' to 1"=100')
 9. All existing street lights on both sides of any streets
 10. Street Lighting Standard Notes located on the City's website Land Development Services section; Standard Notes for Development Projects

6-8 DESIGN REQUIREMENTS:

Street lighting shall be designed in conformance with these standards and the current editions of the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Average maintained illuminance or luminance levels, uniformity, and veiling luminance ratios shall be designed to meet the levels specified in the ANSI/IES RP-8-14 or the AASHTO Roadway Lighting Design Guide. Data and calculations verifying compliance of the above requirements shall be submitted for review, or the Design Standards included herein shall apply.

- A. Avoid excessive light trespass into neighboring residences. Utilize IES Type II distribution patterns and/or house-side shields where light trespass could be an issue.
- B. Coordinate street light locations on design plans to avoid conflicts with tree locations

identified in the landscaping plans.

6-9 **STREET LIGHT DESIGN DETAILS:**

Design details for street lights are as follows:

- A. **Intersections** – Intersections shall have at least one street light; this includes large commercial driveways. Intersection street light locations and the number required shall conform to Design Standards Drawings 6D, 6E, and 6F.
- B. **Cul-de-sacs** – All cul-de-sacs shall have a street light within the ‘bulb,’ as shown in Design Standards Drawing 6E.
- C. **Micro-paths & Multi-use Pathways** – Street lights shall be placed at both ends of micro-paths and multiuse pathways. Bollard type lighting may be required along the length of the pathway per UDC 11-3A-8. In the case of properties abutting State Highway 55 (Eagle Rd), decorative pathway lighting may be required per UDC 11-3H-4C3.
- D. **Spacing** – Maximum street light spacing shall be measured along roadway centerline and shall conform to Design Standards Drawing 6C. Maximum spacing for downtown historical poles shall be 80 feet.
- E. **Street Light Poles** – The position of street light pole bases shall conform to the Supplemental Specifications. Poles located along State Highways, within the clear zone, shall have breakaway bolts.
 - 1. All Type 1 street light poles shall be round steel powder-coated black per the Supplemental Specifications, and conform to Supplemental Specifications Drawing T1 unless otherwise directed by the City of Meridian Transportation & Utility Coordinator.
 - 2. A davit pole may be approved by the City Engineer in place of Type 1 poles in instances of overhead utility line conflicts.
 - 3. All Type 2 street light poles shall be square steel with bronze polyester coating and conform to the Supplemental Specifications.
 - 4. Historical poles shall be used in the Downtown Meridian Redevelopment area and shall conform to the Supplemental Specifications.
- F. **Luminaires** – Luminaires shall be LED fixtures that are on the approved fixture list (see Design Standards Drawing 6C, note 2), or have been pre- approved in writing by the City’s Transportation and Utility Coordinator.
- G. **Service** – All street light systems shall have underground electrical services provided. Service voltage shall be 120 or 240 volts only.
 - 1. The City Engineer or authorized representative may approve overhead service in unusual areas when justification is given why service cannot be provided underground.
- H. **Metering** – All lights on arterial and collector roads (except those fully contained within a residential subdivision) shall be metered per Idaho Power requirements. The meters shall be contained in a service pedestal conforming to Division 1100, section 1102 of the Supplemental Specifications.

Where a metered system is required, new and existing developments shall install conduit with one No. 10 stranded pullwire from the last light on each end of the system to the adjacent property line on a stubbed street, where the adjacent property has no existing street light system. This will allow for the continuation of the street

lights when the adjacent property is developed.

I. Installation of Non-Standard Street Lights –

1. Where standard Type 2 lights are required, the City may approve the use of non-standard street lights (e.g. decorative street lights not specified in the City Standards) with a written agreement between the City and Developer, releasing the City from maintenance responsibility. The City will accept responsibility for the energy cost of these street lights. A sample agreement can be obtained from the Public Works Department.
2. When the use of non-standard street lights is approved by the City, the developer shall be required to submit design calculations for the pole spacing including photometric calculations and plots showing the design meets the minimum light levels and other criteria of these Design Standards. The City reserves the right to deny use of specific light pole models.

6-10 LAYOUT DESIGN PROCEDURE:

The purpose of the layout process is to establish an overall uniform street light system meeting minimum requirements. The design procedure for the street light layout is as follows:

- A. Identify the nearest control points (intersections, 90 degree bends in streets, large driveways, existing street lights) in each direction of travel from the street light locations being planned. Determine the location of the street lights at the control points in conformance with Section 6-9 above.
- B. Identify any existing street lights situated between the intersections.
- C. Determine the distance between control points on either end of the design area.
- D. Divide the distance into equal spaces between lights not to exceed the maximum spacing requirements specified in Section 6-9 above.
- E. Compare the light locations to intersecting property lines, driveways, micro-paths/pathways, and other obstructions as follows:
 1. If the location falls close to a property line and it can be adjusted to the property line within the maximum spacing allowed, then the adjustment should be made.
 2. Generally, street lights should be situated at lot corners for residential lots and parcels with minimal frontage (75 feet or less). The light spacing may have to be unbalanced, with additional lights being added, to attain this and still comply with the maximum spacing allowed.
 3. Street light locations shall be adjusted to miss driveways, existing utility poles, trees, and other obstructions by the clearances shown in Supplemental Specifications drawing T8.
- F. Where street light pole installations cannot be reasonably accommodated due to existing utility-owned poles with overhead electric power lines, the serving utility company should be contacted to determine if street lights can be installed on the existing poles.
- G. On all streets except for collectors with metered lights, lights should be staggered on either side of the road to create better uniformity (i.e. lights on one side of the road should be located approximately halfway between lights on the opposite side). In some cases, the layout may need to be one-sided due to utility conflicts. If a single sided layout is required, it will be communicated to the designer during the pre-plat

or Certificate of Zoning Compliance application process.

- H. The layout for collector streets with metered lights should be one-sided to reduce the amount of conduit, wire and service pedestals required.
- I. For metered lights (one-sided) layouts; the streetlights shall be installed on the development's side of the street unless an alternative is approved, in writing, by the City Engineer or his authorized representative.

Streetlight Drawings – Next 6 pages

DRAFT

SYMBOLS

PROPOSED

EXISTING

u



TYPE 1 STREET LIGHT

TYPE 2 STREET LIGHT

U I



JUNCTION BOX

SERVICE POINT JUNCTION BOX

CONDUIT

l:il

SERVICE ENCLOSURE (CAN)

0

U.G. UTILITY SERVICE

f;j_

TRANSFORMER

--0--



UTILITY POLE

City Engineer

CITY OF MERIDIAN
PUBLIC WORKS DEPARTMENT

STREET LIGHTING
POLES & SYMBOLS

SCAW: NO:IE E:WN:ru...
DATE: M40t5 I OWG: 1SA

STREET CLASSIFICATIONS

STREET	FROM -TO	PEDESTRIAN CLASS
AMITY	MCDERMOTT-CLOVERDALE	LOW
BLACK CAT	CHINDEN • LAKE HAZEL	LOW
CHERRY	MCDERMOTT - MERIDIAN	LOW
CHERRYFAIRVIEW	LINDER- CLOVERDALE	MED
CHINDEN, '2}126	STAR • EAGLE	LOW
COLUMBIA	MERIDIAN - CLOVERDALE	LOW
EAGLE, SR55	MCMILLAN - OVERLAND	MED
EAGLE	OVERLAND - LAKE HAZEL	LOW
FRANKLIN	MCDERMOTT - CLOVERDALE	MED
LINDER	CHINDEN - COLUMBIA	LOW
LAKE HAZEL	MCDERMOTT - CLOVERDALE	LOW
LOCUST GROVE	CHINDEN • USTICK VICTORY - COLUMBIA	LOW
LOCUST GROVE	USTICK - VICTORY	LOW
MCDERMOTT	OVERLAND - LAKE HAZEL	LOW
MCMILLAN	STAR - LOCUST GROVE	LOW
MCMILLAN	LOCUST GROVE - EAGLE	LOW
MERIDIAN	CHINDEN - USTICK	LOW
MERIDIAN	USTICK -OVERLAND	MED
MERIDIAN SR69	OVERLAND - COLUMBIA	LOW
OVERLAND	TENMILE - CLOVERDALE	LOW
PINE	TEN MILE - LOCUST GROVE	MED
PINE	LOCUST GROVE - CLOVERDALE	MED
TENMILE	CHINDEN - LAKE HAZEL	LOW
USTICK	STAR - CLOVERDALE	LOW
VICTORY	MCDERMOTT • CLOVERDALE	LOW

City Engineer

CITY OF MERIDIAN
PUBLIC WORKS DEPARTMENT

MERIDIAN STREET CLASSIFICATIONS

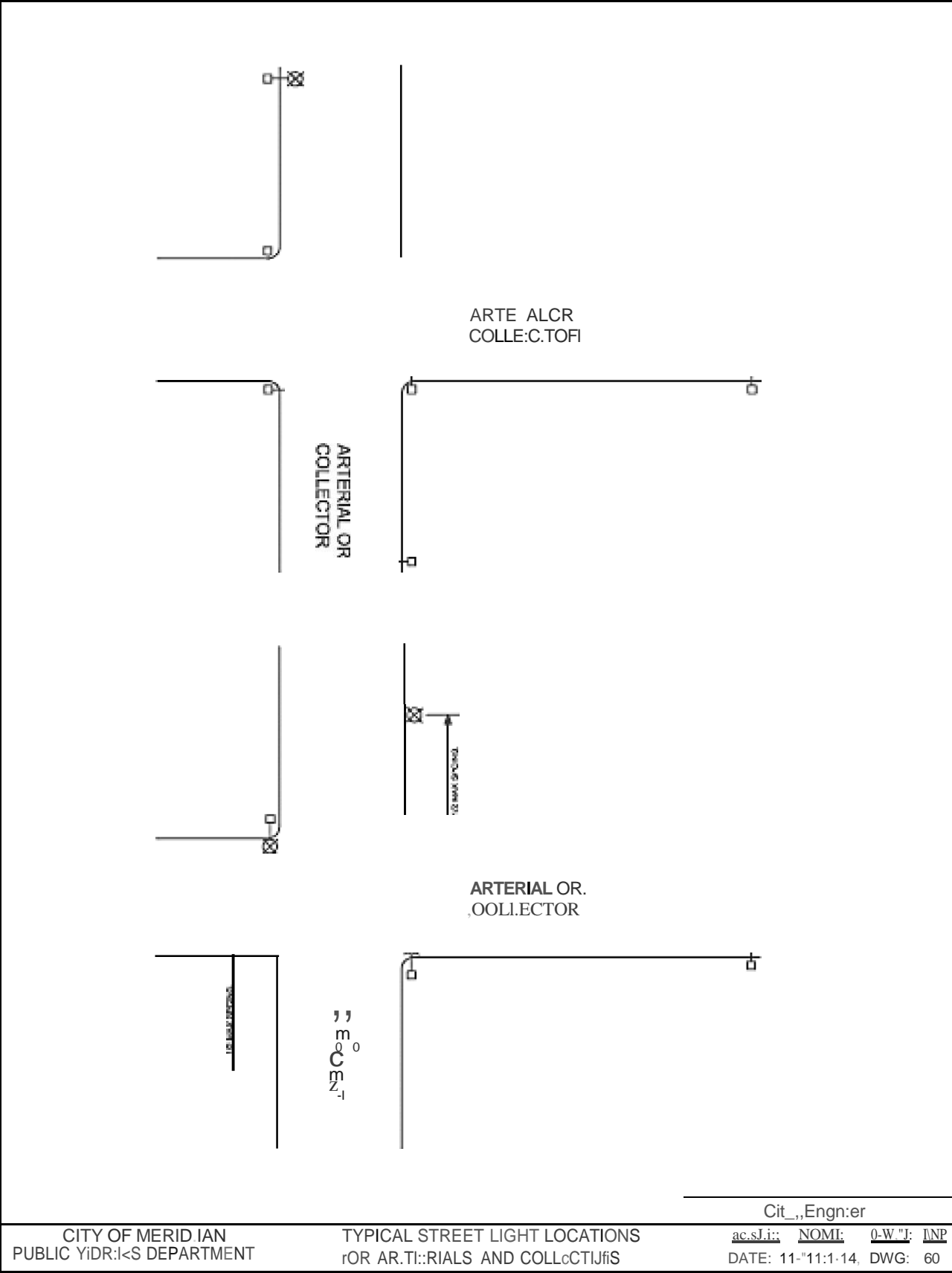
SCALE: NONB | D/N.N. | IBC
MTI; MI-Xli III | C'NG; rjeJ

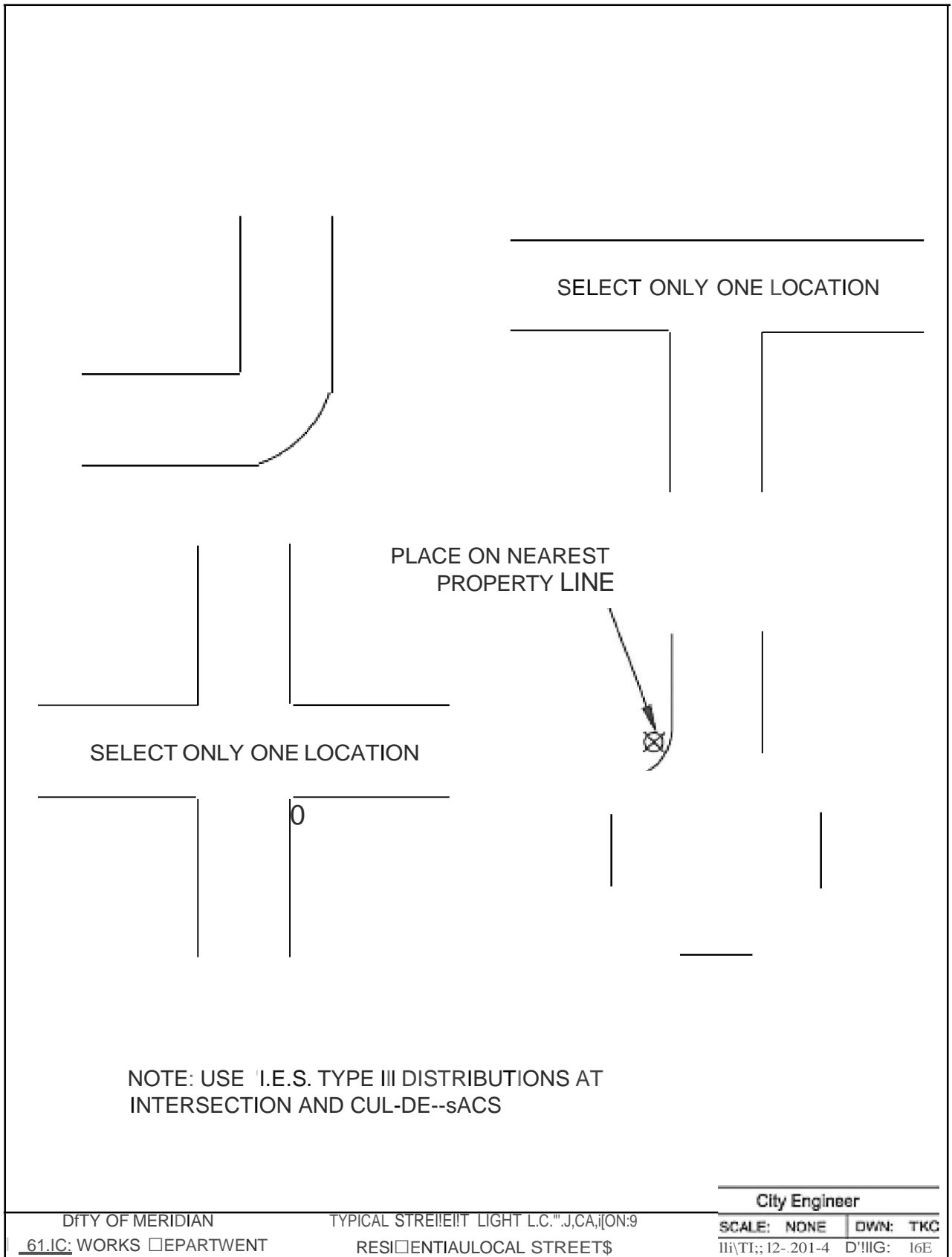
STREET WIDTH ft	STREET TYPE	NOMINAL MOUNTING HEIGHT	STANDARD MAST ARM LENGTH	MAXIMUM SPACING (Suggested)	MAXIMUM SPACING (On Sidewalk)
8-15 ft		35'	15'	.250"	NA
16-24 ft	1	35'	12'	30D'	.200
25-34 ft	1	2, (1'	B'	22D"	221'
35-44 ft	2	25' or 30'	NA or 12'	220' or 21r,	110' or 270'
45 ft or greater	2	.25	NA	.28D"	260"

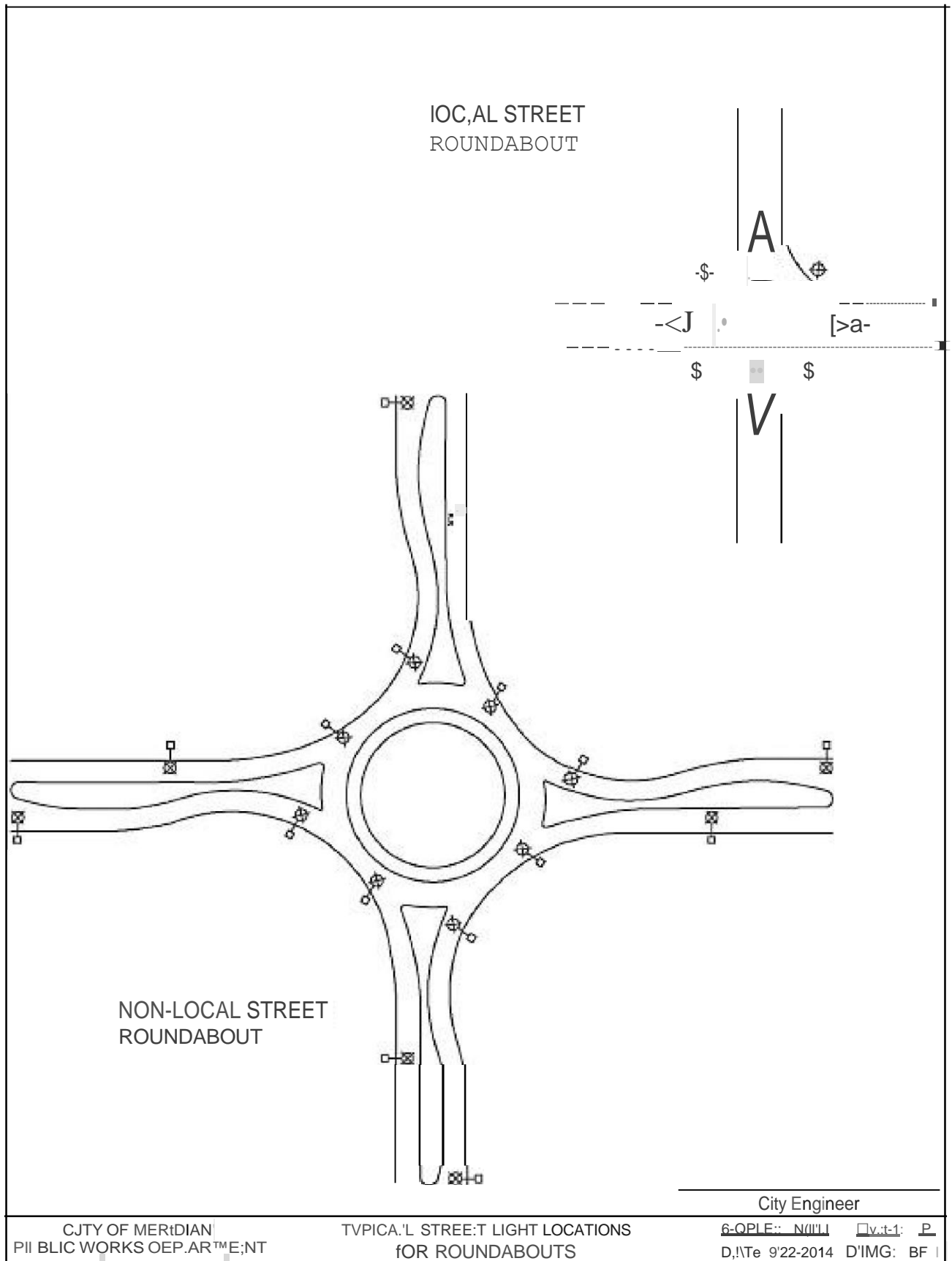
NOTES:

- SPACING ON ROAD-5 65 FT AND WIDER ACCOUNT FOR DISTANCE BETWEEN POLES ON ONE SIDE OF ROADWAY ONLY
- MOUNTING HEIGHTS ARE LISTED RESPECTIVELY
- SEE: ORAWIG 6A

1. USE ROADWAY WIDTHS AS PLANNED TEN YEARS FROM THE ANTICIPATED CONSTRUCTION DATE PER THE ACHID CAPITAL IMPROVEMENT PLAN
2. SEE APPROVED FIXTURE USE ON THE LAND DEVELOPMENT SERVICE PAGE OF THE CITY WEBSITE FOR A LIST OF MODELS APPROVED FOR EACH ROADWAY CLASSIFICATION
3. FORMULAS USED TO CALCULATE SPACING SHALL BE REDUCED BY A LIGHT LOSS FACTOR OF 0.86 FOR LED LAMPS AND 0.71 FOR OTHER LIGHT SOURCES
4. SPACING MAY BE ADJUSTED 10% TO ALLOW FOR DRIVEWAYS







-END OF SECTION-

SECTION 7 GRADING AND DRAINAGE

7-1 SECTION SUMMARY:

This section contains general, technical, and submittal requirements for the design of grading and drainage for a development project.

7-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to the design of grading and drainage. Conflicts between these requirements shall be resolved on a case-by-case basis.

- A. All applicable standards as listed in Section 2-2
- B. Current Construction Storm Water Management Program (CSWMP) Manual for City of Meridian Construction Projects
- C. Policy Manual, Sections 8000, 8200, 8300; Ada County Highway District (ACHD) (Current Edition)
- D. Catalog of Storm Water Best Management Practices for Idaho Cities and Counties, Idaho Department of Environmental Quality (IDEQ) (Current Edition)
- E. National Pollutant Discharge Elimination System General Permit for Discharges from Construction Activities (CGP) , Environmental Protection Agency (Current Edition)
- F. Meridian City Code (MCC), Title 11 - “Unified Development Code” (UDC), Chapter 3

7-3 GENERAL REQUIREMENTS:

The following sub-sections identify the general requirements for grading and drainage standards. These provisions do not apply to an individual single-family home construction site/lot.

Additionally, all projects impacting the Right-Of-Way (ROW) shall obtain approvals from all necessary agencies including, but not limited to, the Ada County Highway District (ACHD) and the Idaho Transportation Department (ITD) as required by those agencies governing the ROW.

- A. **Grading Requirements** - Site grading shall not create or contribute to flooding, erosion, increased turbidity, siltation, or other forms of pollution in a water course. When filling, excavating, dredging, or moving earth material alters the existing grade of a site the owner/developer shall protect adjoining properties during and after construction. The tops and toes of graded slopes shall be set back from project boundaries and structures as required by generally accepted best practices in order to ensure safety, provide adequate foundation support, and prevent damage resulting from water runoff or erosion.

For individual lot grading within a development refer to the most currently adopted International Residential Code, International Building Code and any COM Local Amendments.

- B. **Drainage Requirements, General** - Per Section 11-3A-18 of the Unified Development Code (UDC), all developments are required to build adequate drainage facilities.
 1. The City of Meridian reviews grading and drainage plans and related

improvements for all development projects which include, but are not limited to, commercial and industrial development, parking lot construction or expansion, private road construction, and additions to existing development that may affect the generation or disposal of storm water. Off-street parking and private roads or accesses associated with multi-family residential projects are also subject to the requirements of this section.

2. The City does not exercise authority over the design, installation, operation, or maintenance of storm water conveyance, storage, or disposal systems serving public right-of-way.
- C. **Offsite Discharges** - It is the Design Professional's responsibility to obtain approvals from any applicable agency for discharges of storm water off-site. Conditions of approval contained in a project's Conditional Use Permit, Development Agreement, or other documents approved by the City Council may preclude off-site discharges regardless of other agency approvals.

7-4 SUBMITTAL REQUIREMENTS:

- A. **Grading & Drainage Plans** – In addition to the requirements of section 3 of this manual, the grading and drainage plan must include, at a minimum, finished pad elevations; finished grade flow direction arrows; location, type, and size of conveyance systems; disposal facilities; and erosion and sediment control Best Management Practices (BMP) design and details. Existing and proposed water, sewer, and irrigation improvements must also be shown on these plans.

Grading and drainage plans must be stamped by a Professional Engineer or Landscape Architect licensed in the State of Idaho. Unstamped, unsigned plans will not be accepted or reviewed.

- B. **Drainage Calculations** - Drainage calculations must be submitted with the grading and drainage plan that show the tributary area, design storm return frequency and duration, runoff volume, peak discharge, storage volumes, peak outflows and any other necessary calculations. These plans must be stamped by a Professional Engineer or Landscape Architect licensed in the State of Idaho. Unstamped, unsigned calculations will not be accepted or reviewed. Drainage calculations shall conform to the latest revision of Sections 8000 and 8200 of the *ACHD Policy Manual*.

Submit the calculations in a professional and legible manner. The calculations must list the project title, the project address, date of last revision, and sheet number.

- C. **Other Required Documents** – If the storm drain system for the proposed development includes discharging storm water to facilities owned by drainage districts, irrigation districts, adjacent developments, or property not a part of the proposed development, a fully executed permit or agreement to discharge offsite must be submitted to the City prior to plan approval. This does not apply to systems owned or operated by ACHD as ACHD would be the approving authority.

The designer shall provide a copy of a soils or geotechnical report indicating existing seasonal high ground water elevations, soil classifications and percolation rates. The report shall be prepared by a geotechnical engineer, hydrogeologist, or professional engineer licensed in the State of Idaho.

Provide specifications for proper long-term Operation and Maintenance including inspection checklist, inspection frequencies and recommended maintenance tasks necessary to ensure operation according to the original design.

7-5 TECHNICAL REQUIREMENTS:

- A. **General** - All storm water generated on development projects shall be retained and disposed of within the development site. Storm water shall not be discharged to adjacent properties or public right(s)-of-way. In some cases, storm water may be discharged to an existing drainage way or drainage structure if written approval of the discharge is given by the agency having jurisdiction over the drainage way. Written approval must be provided to the City of Meridian. All storm water improvements and BMPs shall conform to the latest revision of the *Catalog of Storm Water Best Management Practices for Idaho Cities and Counties*, or approved equivalent.
- B. **Materials** - Unless otherwise specifically approved, all materials used in the construction of storm water conveyance, storage, or disposal improvements shall be as specified in the most current edition of the ISPWC and City Supplemental Specifications.
- C. **Landscaping** - The City encourages integration of storm water management with landscaping. While landscaping requirements cannot be altered to accommodate certain storm water management techniques, innovative and alternative site planning which integrates both aspects will be evaluated on a case-by-case basis.
- D. **Storm Water Management Integration** - The Design Professional shall utilize storm water integration as provided in UDC section 11-3B-11 where appropriate when designing landscaping requirements of projects.

7-6 STATEMENT OF COMPLIANCE:

The design engineer, architect, or landscape architect must submit a letter of compliance to the City of Meridian Public Works Department indicating that the project has been built in accordance with the submitted design plans, meets these minimum standards and O and M Manual was provided to owner prior to requesting a certificate of occupancy for any building or final acceptance of any development project.

-END OF SECTION-

SECTION 8 PRESSURE AND GRAVITY IRRIGATION

8-1 SECTION SUMMARY:

This section contains guidance and requirements for the following: pressure irrigation plan sheets, pressure irrigation system design & sources, gravity irrigation, and regulatory permitting

8-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to the design of pressure and gravity irrigation systems. Conflicts between these requirements shall be resolved on a case-by-case basis.

- A. All applicable standards as listed in Section 2-2
- B. Meridian City Code (MCC) - Title 9, Chapter 1 “Water Use and Service” and Chapter 3 “Cross-Connection Control”
- C. Meridian City Code(MCC) Title 11 “Unified Development Code”(UDC), Chapter 3

8-3 GENERAL REQUIREMENTS FOR PRESSURE IRRIGATION:

All development plans shall include a plan sheet depicting the pressure irrigation (PI) system layout and design. Pressure irrigation systems will meet the requirements of MCC 9-1-28.

Along with the layout sheet, the following materials must be submitted:

- A. If connecting to an existing system, a letter of approval from the entity that owns the system (Homeowner’s Association or Irrigation District)
- B. Statement explaining who will own the new system

The City has adopted the standard specifications and drawings prepared by the applicable Irrigation District that the system will be built in. At a minimum, these requirements must be adhered to whether or not the system is to be maintained and operated by that Irrigation District.

A letter from the Design Professional will be required stating that the system operates and is constructed according to the approved plan.

Each independent HOA within a development is encouraged to have their own single point connection and isolation valves for backup (shoulder season) irrigation. This will allow each HOA to decide if they will or will not activate the backup connection when surface water is unavailable.

If the pressurized irrigation system is owned and operated by an irrigation district, the HOA will also have to obtain the irrigation district’s approval.

8-4 **PRESSURE IRRIGATION SYSTEM DESIGN**

A. Main Location -

1. Pressure irrigation mains should be designed in the proper corridors along south and west property lines. Mains shall be designed within the standard rear and side lot line utility easements or common lots. Mains shall not be designed along the front lot lines unless approved by the City Engineer and the owner/operator of the irrigation system.
2. All pressure irrigation main crossings of public rights-of-way, private roads, access roadways/driveways shall be sleeved (C-900) and have valves located no further than 10 feet outside of the right- of-way or road/driveway.

B. Meters and Backflow for Municipal Connections -

1. Water meters for municipal water single point (shoulder season) connections to the pressure irrigation system shall be located in common areas only. Meter location, size, and meter setter size shall be specified on the plans and designed per City of Meridian Supplemental Specifications. When a common area is not available the location shall be resolved by a case-by-case basis.
2. Cross-connections of individual lots in a subdivision between pressure irrigation and municipal water are not allowed. If a year- round source of water is not provided for the PI system, the developer must provide a backup water source for shoulder season watering (October 15 to April 15).
3. If the developer proposes to install a single point (shoulder season) connection to the City of Meridian domestic water system, an approved backflow prevention device must be installed and shall be noted on the plans. A note shall be added to the plans stating that the reduced pressure backflow assembly must be approved by the State of Idaho, Department of Water Quality and the Water Division of the City of Meridian Public Works Department. Single points of connection may be provided for each separate system, subdivision, phase, or as appropriate for hydraulic performance and administration.

8-5 **PRESSURE IRRIGATION SYSTEM SOURCES**

- A. Surface water shall be utilized as the primary source of irrigation water if available. All systems must have a year-round source. If City municipal water is utilized for a year-round / backup source, a single point connection between the municipal system and pressure irrigation system is required. For design of this connection, see the City of Meridian Supplemental Specifications.
- B. Pressure irrigation plans shall show the intended point of delivery for surface water and point of connection to municipal water or irrigation well. Irrigable square footage shall be included for assessments.
- C. If pressure irrigation system causes changes to a gravity irrigation system that will affect downstream users, the developer is obligated to follow Title 42, Chapter 1 of Idaho State Code – 42-109.

8-6 **GRAVITY IRRIGATION**

- A. All open gravity irrigation ditches shall be tiled, per MCC Title 11 (UDC).
- B. Pipe diameter, length, slope and cleanout boxes/manholes shall be noted on the

plans. Spacing of boxes/manholes shall not exceed 400 feet with a minimum inside dimension of 4 feet by 4 feet. Irrigation box dimensions may be smaller if less than 2 feet deep. Spacing of boxes/manholes may exceed 400 feet if entity responsible for maintenance can verify they are capable of cleaning irrigation lines longer than 400 feet.

- C. Any modifications to existing gravity irrigation systems require the applicable irrigation district's approval of the design. It is the developer's responsibility to get the irrigation district's approval for modifications made to an existing irrigation facility owned and operated by an irrigation district. Written approval from the irrigation district must be provided to the City of Meridian.
- D. If downstream users will be affected by changes to a gravity irrigation system, the developer is obligated by State Code Title 42, Chapter 1, Article 42-109 to ensure all downstream users receive their share of water at pre-development times and quantities.

8-7 **REGULATORY PERMITTING**

- A. It shall be the responsibility of the Developer to obtain compliance with any Section 404 permitting that may be required by the Army Corps of Engineers.
- B. It shall be the responsibility of the Developer to obtain compliance with any National Pollution Discharge Elimination System (NPDES) permitting that may be required by the Environmental Protection Agency (EPA).

8-8 **OPERATIONS AND MAINTENANCE MANUAL REQUIREMENTS**

A complete and thorough operations and maintenance manual should be developed for the irrigation system and turned over to the HOA when the development has been completed.

-END OF SECTION-

**SECTION 9
CLASS 'A' RECYCLED WATER SYSTEM**

(This Section has been removed)

DRAFT

SECTION 10 STREETSCAPES

10-1 SECTION SUMMARY:

This section contains guidance and requirements for the following: streetscape site plan drawings, standards, and design.

10-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to design of any streetscapes. Conflicts between the requirements of these streetscape improvement standards shall be resolved on a case-by-case basis.

- A. All applicable standards as listed in Section 2-2
- B. Meridian City Code (MCC) - Title 8, Chapter 1 “City Core Streetscape”
- C. Meridian City Code (MCC) - Title 11 “Unified Development Code” (UDC), Chapter 3
- D. Downtown Meridian City Core Street Cross-section Master Plan
- E. Current Meridian Parks and Recreation Department Specifications
- F. American Association of Nurserymen Standards

10-3 REQUIREMENTS FOR STREETS WITHIN PUBLIC RIGHTS-OF-WAY:

The requirements of this section pertain to streetscape elements for which the City has authority. Geometric and pavement design of public roadways are governed and approved by the agency responsible for that specific right-of-way, either the Ada County Highway District (ACHD) or the Idaho Transportation Department (ITD).

10-4 FEDERAL AND STATE HIGHWAYS:

For development along interstate and state highways (including, but not limited to, State Highway 69, State Highway 55, State Highway 20-26, and Interstate 84), see UDC section 11-3-H.

10-5 ADA COUNTY ROADWAYS EXCLUDING THE CITY CORE:

For development along roadways maintained by the Ada County Highway District outside the City Core, see UDC 11-6-C. See Drawing 10-A (attached) for a map of the City Core.

10-6 CITY CORE STREETSCAPES:

Within the City Core (see Drawing 10-A), the City of Meridian has specific standards and requirements for development and maintenance of streetscape improvements. When required, streetscape improvements along all public roadways within the City Core shall comply with the following standards:

- A. **Plan Requirements** - The City requires site plan drawings for any proposed improvements.
 - 1. **Requirements of Site Plans:** The following shall be required on the plan:
 - A vicinity map or equivalent
 - Demarcation of property lines and Ada County Highway District right-of-way

- Location of existing improvements including those adjacent to neighboring properties, called out with descriptions
 - Location of existing utilities and utility services
 - All proposed paving, tree grates, trees, street furnishings, and other improvements
 - A north arrow and standard architectural or engineering scale
 - A legend indicating any symbols used in plans
 - Indicate adherence with any spacing requirements, existing spacing plans, or streetscape improvement relocation requirements
2. Requirements for Spacing Plans: A spacing plan for the street extending to the block limits shall be required for installation of street trees and street lights when a spacing plan does not already exist on file with the City. The following shall be required on the spacing plan:
- Demarcation of property lines and Ada County Highway District right-of-way for the full street length
 - Location of existing streetscape improvements and impediments for the full street length
 - Adherence with Design of Layout requirements for street lights and street trees along full street length (see section 10-6-D of this document)
 - A north arrow and standard architectural or engineering scale
 - A legend indicating any symbols used in plans
- B. **Design Standards** - Streetscape elements shall be designed by an architect, landscape architect, or civil engineer in conformance with these standards and ISPWC Standard Specifications.
1. Streetscape Requirements: Streetscape improvements shall, at a minimum, be installed in the immediate frontage of the subject property.
 2. Surface Material and Treatment: Standard finished surface materials are required as set by each zone of the streetscape, as defined in MCC 8-1-1.
 - Street Furnishing Zone – Concrete unit pavers, per Meridian Parks and Recreation Department Specifications, shall be the finished surface material within the Street Furnishing Zone.
 - Clear Zone – Concrete sidewalks shall be the finished surface material within the Clear Zone.
 - Use Zone – Enhanced concrete paving shall be the finished surface material within the Use Zone. Enhanced concrete paving shall be scored or colored to distinguish it from the Clear Zone.
 3. Street Furnishings: All street furnishings shall conform to MCC 8-1. Street lights shall conform to Section 6 of this document. Benches, trash receptacles, bicycle racks, and other approved furnishings shall conform to Meridian Parks and Recreation Department Specifications. Improvements such as lights, tree grates, newsstands, and planters are required to be spaced four feet (4') or more from other streetscape improvements. Newsstands may be placed adjacent to other newsstands, provided they are a minimum of four feet (4') from other streetscape improvements.

4. Street Trees: Class III trees shall be placed in tree grates at approximately 32' spacing. Trees shall be placed to avoid conflicts with alleys and street lights. Where Class III trees may conflict with overhead power lines, tree selection shall be approved by the City Arborist. There shall be a minimum of 6 trees per block where possible. Trees shall be installed per the Meridian Parks and Recreation Department Specifications.
 5. Tree grates: Tree grates shall conform to the Meridian Parks and Recreation Department Specifications.
- C. **Specific Standards** - Within the City Core, streets running north or south and east or west have standards specific to each street direction. Main Street has specific standards which deviate from other north/south roads.

Use zones are defined in MCC 8-1. See the Downtown Meridian City Core Street Cross-section Master Plan for the preferred cross sections.

1. East/West Streetscape

- Dimensions – Minimum distance from face of building to back of curb shall be 18 feet. Minimum furnishing zone shall be 8 feet; minimum clear zone shall be 10 feet without use zone or 5 feet with use zone. Minimum use zone where exists shall be 5 feet.
- Street Trees – Trees shall be allowed from the following selection:

Botanical Name	Common Name	Size
Gleditsia triacanthids 'Imperial'	Imperial Honey Locust (limited use)	3" cal. B&B
Acer platinoids 'Fairview'	Fairview Maple	3" cal. B&B
Acer platinoids 'Parkway'	Parkway Maple	3" cal. B&B
Acer platinoids 'Deborah'	Deborah Maple	3" cal. B&B
Fraxinus pennsylvanica 'Patmore'	Patmore Ash	3" cal. B&B
Fraxinus pennsylvanica 'Urbanite'	Urbanite Ash	3" cal. B&B

2. North/South Streetscape (Except Main Street)

- Dimensions – Minimum distance from face of building to back of curb shall be 13 feet. Minimum furnishing zone shall be 8 feet; minimum clear zone shall be 5 feet. Where right-of-way allows, use zone shall be a minimum of 5 feet.
- Street Trees – Trees shall be allowed from the following selection:

Botanical Name	Common Name	Size
Gleditsia triacanthids 'Imperial'	Imperial Honey Locust (limited use)	3" cal. B&B
Acer platinoids 'Fairview'	Fairview Maple	3" cal. B&B
Acer platinoids 'Parkway'	Parkway Maple	3" cal. B&B
Acer platinoids 'Deborah'	Deborah Maple	3" cal. B&B
Fraxinus pennsylvanica 'Patmore'	Patmore Ash	3" cal. B&B
Fraxinus pennsylvanica 'Urbanite'	Urbanite Ash	3" cal. B&B

3. Main Street

- Dimensions – Minimum distance from face of building to back of curb shall be 13 feet. Minimum furnishing zone shall be 8

feet; minimum clear zone shall be 5 feet. Where right-of-way allows, use zone shall be a minimum of 5 feet.

- Street Trees – Trees shall be allowed from the following selection:

Botanical Name	Common Name	Size
Gleditsia triacanthids 'Imperial'	Imperial Honey Locust (limited use)	3" cal. B&B

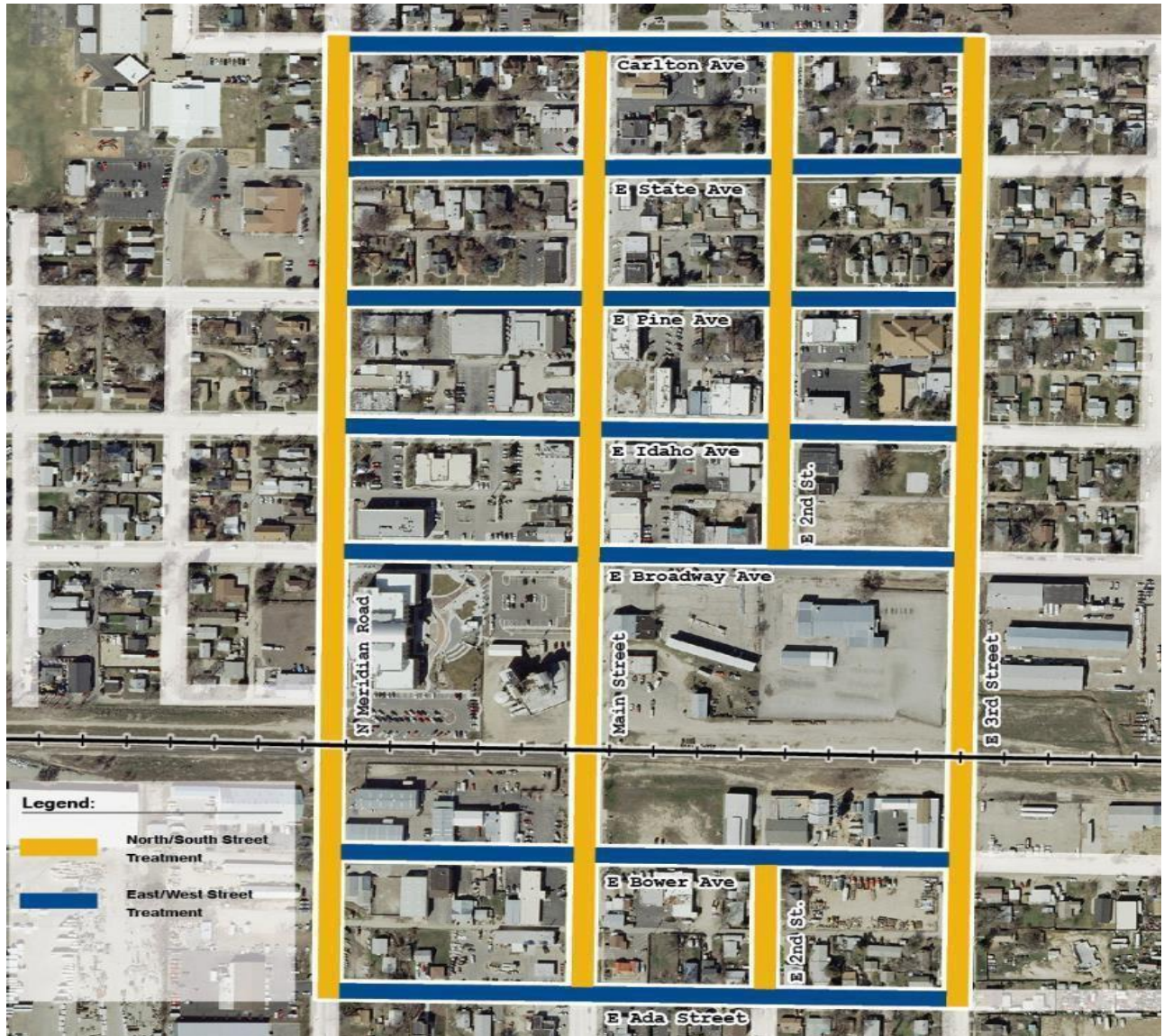
D. Design of Layout

1. An entire street block shall be analyzed to determine the spacing of street trees and street lights, even if only one part of the total block will be improved as part of the proposed improvements.
2. The control points of each block are the intersection corners, with the distance in between being the total block length. The total block length divided by the required spacing of the improvements will determine the total number of street trees and street lights required. Once the locations of the required improvements for the block have been estimated, then the location of the improvements needed for a particular part of the block can be determined.

E. Streetscape Improvement Relocation - The following standards apply when relocating existing streetscape improvements.

1. Existing improvements within the furnishing zone may be adjusted and moved provided that all damage to hardscape and other improvements occurring as a result of relocation is restored concurrently to a like new state.
2. Relocated improvements shall comply with all City Improvement Standards and Supplemental Specifications.
3. Any modification to existing street lights shall be consistent with City Standards and applicable spacing plans.
4. Replacement trees shall be installed per City Standards and applicable spacing plans.

Drawing 10-A: City Core Map



-END OF SECTION-

SECTION 11 LANDSCAPING

11-1 **SECTION SUMMARY:**

This section contains guidance and references for landscaping requirements.

11-2 **APPLICABLE STANDARDS:**

The requirements listed below shall apply to the design of landscaping. Conflicts between these requirements shall be resolved on a case-by-case basis.

- A. Meridian City Code (MCC) - Title 11 “Unified Development Code” (UDC)
- B. Downtown Meridian City Core Street Cross-section Master Plan
- C. American Association of Nurserymen Standards

11-3 **GENERAL REQUIREMENTS:**

Landscaping materials and installation associated with roadways, parking lots, city and private parks, irrigation and storm water facilities, and other similar projects that involve landscaping as required by MCC 11-3B and the Downtown Meridian City Core Street Cross-section Master Plan shall be shown on design plans and constructed in accordance with the requirements provided herein.

-END OF SECTION-

SECTION 12

WATERWAYS AND FLOODPLAINS

12-1 SECTION SUMMARY:

This section contains guidance and requirements for the following: floodplain development and stream protection, including application and plan set provisions.

12-2 APPLICABLE STANDARDS:

The requirements listed below shall apply to the design of projects impacting waterways. Conflicts between these requirements shall be resolved on a case-by- case basis.

- A. All applicable standards as listed in Section 2-2
- B. Meridian City Code (MCC) - Title 10, Chapter 6 “Flood Damage Prevention”
- C. Meridian City Code (MCC) - Title 11 “Unified Development Code” (UDC)

12-3 PROJECTS IMPACTING WATERWAYS

- A. All projects impacting waterways shall be designed to meet the standards of UDC §11-1A-1 - Natural Waterways; §11-3A-6 – Ditches, Laterals, Canals, or Drainage Courses; and/or §11-3A-9 – Natural Features, as applicable.

12-4 DEVELOPMENT WITHIN MERIDIAN FLOODPLAIN OVERLAY DISTRICT

- A. All projects located within the Meridian Floodplain Overlay District shall be designed to meet the standards of MCC§10-6.
- B. Floodplain Development Permit Application:
 1. All applicable sections of floodplain development permit applications shall be completed.
 2. All floodplain development permit applications shall have the application signed by both the design professional of record and the owner or the owner’s legal agent for the project.
 3. All floodplain development permit applications shall contain the necessary information required in MCC §10-6, and shall be submitted to the Community Development Department with the applicable fee payment.
 4. All floodplain development permit applications shall include electronic files of the applicable hydrologic and hydraulic studies necessary to satisfy MCC §10-6. All studies shall be stamped and signed by the Design Professional.
 5. All floodplain development permit applications shall include plan sets and electronic files illustrating the proposed project, and containing the minimum information specified in MCC 10-6-4A2. In addition, plans shall illustrate the following, as applicable:
 - Floodplain Overlay District boundary
 - Floodway Overlay District boundary
 - FEMA regulated 100-year Special Flood Hazard Area
 - FEMA regulated floodway
 6. Plans submitted shall be stamped and signed by the Design Professional.

-END OF SECTION-



BCA BUILDING CONTRACTORS ASSOCIATION
OF SOUTHWESTERN IDAHO, INC.

"A Tradition of Building Excellence for Over 60 Years"

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June 10, 2024

Honorable Robert Simison, Mayor
Meridian City Council
33 E. Broadway Ave.
Meridian, Idaho 83642

RE: Proposed City of Meridian Design Standards

Dear Mayor Simison and members of the City Council,

On behalf of the nearly 500 member companies of the Building Contractors Association of Southwestern Idaho (BCASWI) we thank you for giving us the opportunity to provide comments regarding the proposed City of Meridian Design Standards update.

The BCASWI wants to extend our appreciation for the outreach and constant communication provided by City Engineer Warren Stewart throughout this process. Warren reached out to us, solicited comments, and made adjustments to the plan based on our feedback and input over the course of many months. Such proactive outreach and communication is not a courtesy we experience from other municipalities in the Treasure Valley and we thank you and Warren for the effort. While we still may have some details of the proposal with which we disagree, we have no complaints about the inclusive process in which the City of Meridian has engaged.

Thank you again, and we look forward to working with you on this and other matters into the future. If you have further questions or clarifications, you can contact the co-chairmen of BCASWI's Builder/Developer Committee Adam Capell at 208-284-7765 or Mark Tate at 208-631-2025. You can also reach out to the BCASWI's government affairs representative, Ken Burgess at 208-861-2052 or e-mail: ken@veritasadvisor.com

Sincerely,

Jenna Englund, President
Building Contractors Association of Southwest Idaho



AGENDA ITEM

ITEM **TOPIC:** Draft Integrated Five Year Work Plan (IFYWP) 2025-2029



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Hether Hill, Community Development **Meeting Date:** July 23, 2024
Presenter: Hether Hill
Topic: Draft Integrated Five Year Work Plan (IFYWP) 2025-2029

Recommended Council Action:

n/a

Background:

On March 14, 2024, the City submitted lists of priority projects to ACHD for inclusion in the 2025-2029 Integrated Five Year Work Plan (IFYWP). ACHD's initial draft of the IFYWP was released for public comment on July 11th.

The intent of this discussion is to make a Council aware of the draft as compared to the previous version and City priorities, however, at the time of the publishing deadline for this memo, staff has not received the updated project lists based on priority rankings from ACHD to provide Council with highlights from the draft.

The ACHD IFYWP project webpage is available here:

https://engage.achdidaho.org/integrated-five-year-work-plan-ifywp-2025-2029?utm_campaign=&utm_medium=email&utm_source=govDelivery

View ACHD's interactive map of the IFYWP here:

<https://experience.arcgis.com/experience/b701a5a095124c448f3a41dd36e490d6/page/All-IFYWP-Projects/>

The comment deadline is August 14th. A letter commenting on the draft reiterating City Council's approved priorities (approved in March 2024) will be sent to ACHD.