



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, April 05, 2022 at 4:30 PM

All materials presented at public meetings become property of the City of Meridian. Anyone desiring accommodation for disabilities should contact the City Clerk's Office at 208-888-4433 at least 48 hours prior to the public meeting.

Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/81427067896>

Or join by phone: 1-669-900-6833

Webinar ID: 814 2706 7896

ROLL CALL ATTENDANCE

Jessica Perreault

Joe Borton

Brad Hoaglun

Treg Bernt

Liz Strader

Luke Cavener

Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the March 15, 2022 City Council Work Session](#)
2. [Approve Minutes of the March 15, 2022 City Council Regular Meeting](#)
3. [Approve Minutes of the March 22, 2022 City Council Work Session](#)
4. [Approve Minutes of the March 22, 2022 City Council Regular Meeting](#)
5. [Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
6. [Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 2](#)
7. [Chukar Ridge Subdivision Emergency Access Easement Agreement](#)
8. [Everest Office Water Main Easement](#)
9. [Roaring Springs East Expansion Water Main Easement No. 1](#)
10. [Roaring Springs East Expansion Water Main Easement No. 2](#)
11. [Shelburne South No. 1 and 2 Sanitary Sewer Easement No. 3](#)
12. [TM Crossing Subdivision No. 5 Sanitary Sewer and Water Main Easement No. 1](#)

13. [TM Crossing Subdivision No. 5 Sanitary Sewer and Water Main Easement No. 2](#)
14. [Topgolf Water Main Easement](#)
15. [Final Plat for Graycliff Estates Subdivision No. 2 \(FP-2022-0005\) by KB Home, Located at 684 W. Harris St.](#)
16. [Final Plat for Skybreak No. 1 \(FP-2021-0058\) by DevCo, LLC, Located at 3487 E. Adler Hoff Ln. and 7020 S. Eagle Rd.](#)
17. [Final Order for TM Center No. 1 \(FP-2022-0009\) by Brighton Development, Inc., Generally Located on the East Side of S. Ten Mile Rd. Between S. Vanguard Way and W. Cobalt Dr.](#)
18. [Findings of Fact, Conclusions of Law for Budget Blinds Subdivision \(SHP-2022-0003\) by Stephanie Hopkins of KM Engineering, LLP, Located at 1850 W. Everest Ln., at the Southwest Corner of W. Chinden Blvd. and N. Linder Rd.](#)
19. [Findings of Fact, Conclusions of Law for Heron Village Expansion \(H-2021-0027\) by Tamara Thompson of The Land Group, Inc., Located at 51, 125 and 185 E. Blue Heron Ln.](#)
20. [Findings of Fact, Conclusions of Law for Moberly Rezone \(H-2021-0089\) by Carl Argon, Located on Parcel R0406010125, South of W. Broadway Ave. Between NW 2nd St. and NW 1st St.](#)
21. [Findings of Fact, Conclusions of Law for Victory Commons Condominiums \(SHP-2022-0002\) by BVA Development, Located at 2976 S. Meridian Rd. \(Lot 4, Block 1 of Victory Commons Subdivision No 2\)](#)
22. [Development Agreement \(H-2021-0095 Inglewood Commercial\) Between the City of Meridian and James Peterson for Property Located at 3330 E. Victory Rd.](#)
23. [Development Agreement \(H-2021-0101 Meridian U-Haul Moving and Storage\) Between the City of Meridian and Amerco Real Estate Company for Property Located at 1230 and 1270 E. Overland Rd.](#)
24. [Development Agreement \(H-2021-0052 Bright Star Care Meridian\) Between the City of Meridian and Brightstar Meridian Road, LLC for Property Located at 3336 and 3340 N. Meridian Rd.](#)
25. [Artist Acceptance Agreements for Display of Artwork in Initial Point Gallery in 2022](#)
26. [License and Indemnity Agreement Between City of Meridian and Coastline Equipment for 2022 Public Works Week Mini Heavy Equipment Rodeo](#)
27. [Task Order 10567 to JUB Engineers, Inc. for Water and Sewer Replacement at E. Idaho Ave. from NE 3rd St. to 6th St. for the Not-to-Exceed Amount of \\$225,515.00](#)
28. [Community Development Block Grant \(CDBG\) Program Housing, Public Facility, and Infrastructure Project Recommendations for Program Year 2022](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

29. Arts Commission Annual Update
30. Historic Preservation Commission Annual Update
31. [Resolution No. 22-2320: A Resolution of the Mayor and the City Council of the City of Meridian, Appointing Steve Cory, Jo Greer, Pam Jagosh, Megan Larson, John Nesmith, and Walter Steed to the Meridian Districting Committee; Directing the City Clerk to Convene the Meridian Districting Committee as Soon as Practicable; Directing the City Clerk to Post Meridian Districting Committee Agendas and Minutes on the City of Meridian's Website; Directing the City Clerk to Post the Census Data to be Used by the Meridian Districting Committee on the City of Meridian's Website; Establishing a Date for the Meridian Districting Committee to Transmit the Meridian Districting Plan to the City Clerk; and Providing an Effective Date](#)
32. Fire Department: Fire Stations 7 and 8 Bid Package Updates

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the March 15, 2022 City Council Work Session

Meridian City Council Work Session

March 15, 2022.

A Meeting of the Meridian City Council was called to order at 4:33 p.m., Tuesday, March 15, 2022, by President Brad Hoaglun.

Members Present: Brad Hoaglun, Joe Borton, Treg Bernt, Jessica Perreault and Liz Strader.

Members Absent: Robert Simison and Luke Cavener.

Also present: Chris Johnson, Bill Nary, Dave Miles, Mark Ford, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglun	<input checked="" type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input type="checkbox"/> Luke Cavener
<input type="checkbox"/> Mayor Robert E. Simison	

Hoaglun: Good afternoon, everybody. Welcome to our City Council Work Session. For the record I would like to call this meeting to order and today's date is March 15th at 4:33 p.m. and the first order of business will be roll call.

ADOPTION OF AGENDA

Hoaglun: All right. Next order of business is the adoption of the agenda -- of the agenda. Councilman Bernt.

Bernt: Mr. President, I would like to make a motion to adopt the agenda, striking -- Item No. 15 will be pulled. Replace the item on 3/22. With that change I move that we adopt the agenda as amended.

Strader: Second.

Hoaglun: I have a motion and a second to adopt the agenda as amended. Is there any discussion? If not, all those say aye. Any opposed? The ayes have it.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

CONSENT AGENDA [Action Item]

1. **Approve Minutes of the March 1, 2022 City Council Work Session**
2. **Approve Minutes of the March 1, 2022 City Council Regular Meeting**

3. **Artemisia Subdivision Sanitary Sewer and Water Main Easement**
4. **Quartet Northeast Subdivision No. 2 Sanitary Sewer and Water Main Easement No. 1**
5. **TM Crossing Lot 15 Partial Release of Water Main Easement**
6. **TM Crossing Lot 16 Partial Release of Water Main Easement**
7. **Final Order for Meridian Movado Village Subdivision (FP-2022-0002) by Breckon Land Design, Located on the South Side of E. Overland Rd. Between S. Eagle Rd. and S. Cloverdale Rd.**
8. **Findings of Fact, Conclusions of Law for Healthy Living Condominiums (SHP-2022-0001) by KM Engineering, LLP, Located at 5155 S. Hillsdale Ave.**
9. **Development Agreement (H-2021-0065 Aviator Springs) Between the City of Meridian and Acclima, Inc. for Property Located at 3235 N. McDermott Rd.**
10. **Development Agreement (H-2021-0075 - Rackham East Subdivision) Between the City of Meridian and BVA Rolling Hills No. 1 (Owner) and Brighton Development, Inc. (Developer) for Property Located on the South Side of I-84, 1/4 Mile East of S. Eagle Rd.**
11. **Agreement Between the City of Meridian and Meridian Youth Baseball (MYB) for Priority Use of Sports Facilities for the 2022 Season**
12. **Sole Source Purchase of Andritz Centrifuge Equipment and Related Software and Associated Replacement Parts Through Andritz Separation, Inc.**
13. **Parks and Recreation Department: Meridian Community Pool Fees**

Hoaglun: All right. Next item is the Consent Agenda.

Bernt: Mr. President?

Simison: Councilman Bernt.

Bernt: I would like to move that -- to approve the Consent Agenda, for the Council President to sign and for the Clerk to attest.

Strader: Second.

Hoaglun: I have a motion and a second to approve the Consent Agenda. Is there any discussion? Hearing none, all those in favor signify by saying aye. Any opposed? And that was all ayes. Consent Agenda is approved.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

Hoaglun: No items were removed from the Consent Agenda.

DEPARTMENT / COMMISSION REPORTS [Action Item]

14. Solid Waste Advisory Commission Annual Update

Hoaglun: So, the next item is Department and Commission Reports. Up first we will hear from our Solid Waste Advisory Commission and their annual update and, Steve, you can take us away.

Cory: Thank you, Mr. President, Members of Council. I am Steve Cory, chairman of the Solid Waste Advisory Commission. I'm here representing the commission to report on our 2021 activities. I bring you their best wishes and the commission has appreciated being at full staff this year. Commissioner Meg Larsen served as vice-chair. Isabel Kau completed two years of stellar service as a youth commissioner and we are pleased to welcome Kayleigh Philippi as the current youth commissioner, who is in attendance. One of our primary responsibilities is the community recycling fund program. The fund had an initial balance this year of just under 39,000 dollars. Revenues this last year were just over 13,500 dollars from the Hand-In-Hand We Recycle Program. This year there was one expenditure of 16 -- 133 dollars for a squishy water bottle pilot program. The ending balance for the year is 50,641 dollars. Other 20 -- calendar year '21 activities included Trash Or Treasure, Recycle A Bicycle, participation in the Ada County Solid Waste Advisory committee and participation in the Ada County Hazardous -- Household Hazardous Waste quarterly meetings. I want to highlight SWAC's continuing work to develop a solid waste plan for the city. SWAC worked with the city staff to finalize the goals and expectations for the plan and SWAC looks forward to staff presenting the plan to us and the opportunity to provide advice and consultation to finalize and implement a plan. SWAC also conducted its other primary responsibility, the review of the FY-22 annual solid waste rate adjustment. The rate adjustment for both commercial and residential services was comprised of the contractual CPI adjustment, a fee to cover a significant spike in labor costs and the continuance of sharing recycled processing costs as set forth in a separate contract amendment. Amongst others, SWAC received presentations on contamination issues at the recycling containers at the transfer station. The squishy water bottle pilot program reports and discussion about collection of glass over in the city of Eagle and they just mentioned FY-22 proposed solid waste rates. Upcoming commission business includes furthering improvements in the recycling efforts and promoting Meridian Trash Or Treasure, Hand-In-Hand, and the Recycle A Bicycle program. Monitoring yard composting market trends and construction demolition waste

diversion efforts and a continued focus on reducing contamination of recycle streams. Continuing participation in the Ada County Solid Waste Advisory Committee. Continued participation in the Ada County Household Hazardous Waste Program meetings and continued expansion of education outreach to decrease contamination in the commingled residential recycled streams, with emphasis on new residents and including youth. In conclusion, SWAC was active despite COVID. Our commitment is steadfast to work in partnership with staff and Republic Services, to identify and recommend to you improved physically sound -- fiscally sound trash and recycling services and programs for the benefit of Meridian residents and commercial customers and with that I would certainly like questions about what's in the report.

Hoaglund: Great. Thank you, Steve. Questions for Steve?

Perreault: Mr. President?

Hoaglund: Council Woman Perreault.

Perreault: Hi, Steve. Thank you for being here. Curious if you could share more about what you have learned with monitoring the yard composting market trends. I know that Boise offers that and I'm -- I'm curious what Meridian residents have had to say or if you have done any kind of outreach on that regard.

Cory: Well, our -- our primary indicator on that is the subscription process that we have got that individuals can go ahead and pay for curbside pick up and it's held steady, but we have at this point -- find my -- 170 subscribers. That's up from 134 last year, but understanding at this point we have about 40,000 active household accounts, so we are looking for more interest before we go somewhere. As far as what's going on within the valley, the big inclusion was the Boise City's composting program over there and, of course, that one was a mandatory program where everyone was participating and it's suffered on one side having more material than they could handle and they have had to go through a major expansion over there, but they have been consuming all of their capacity to go ahead and treat material and, then, also with the produced material they have also had that oversubscribed as far as people wanting compost for their home use. So, we are basically just kind of watching to see if there is a -- kind of a change in economics or a change in consumer interest and more people wanting to get involved and, hopefully, that's useful.

Perreault: Thank you. Mr. President, I have a follow-up question.

Hoaglund: Go ahead, Council Woman Perreault.

Perreault: Thank you. In your report you had mentioned that that was for curbside grass pick up. So, I didn't know if you were tying that in with composting or if that was something that was separate. Is that the same -- I guess I think of composting as like products from your home that you are, you know, allowing to --

Cory: Yes, that is, essentially, the same program. Two names for the same thing. The program within the City of Meridian has only allowed receipt of -- of grass and leaves in the fall, but it hasn't been expanded to any type of material for composting at this time.

Strader: Mr. President?

Hoaglund: Yes, Council Woman Strader.

Strader: It's great to see you, Chairman Cory, and I guess I just have two questions along the same lines, maybe more of a comment, that I think it would be great to see a pilot program around composting just to see the interest. I know Republic looked at it. We looked at it. Timing wasn't quite ready. But it would be great -- and I guess I was curious if you guys would be addressing potential composting plans in your upcoming solid waste plan and what the latest timing is on just generally what we are thinking about receiving in the plan.

Cory: Council Woman, thank you for that question. Mr. President. Yes, the -- the waste plan will go ahead and take a look at the waste that's generated by our -- our citizens and discuss each of the different categories of it. I'm appreciative of our staff support. Sayard Schultz is going to be responsible for drafting that plan and I -- with that, basically, we are always encouraging people to go ahead and, you know, approach us if they have got something that they could perhaps do. Certainly I would kind of give that background information that I did to indicate we probably shouldn't be looking at being able to attach to Boise, because I don't believe they are ever going to have capacity to take our material, but something that -- obviously throwing in that piece of information, while the landfill, when it was developed up at Hidden Hollow, was supposed to last a hundred years, it's already reduced down to about 60 to 70 years and so what's always on our mind to go ahead and look at streams that could be diverted to go ahead and extend that, so that our kids or grandkids are not having to pay for a new landfill, because that creation of a new landfill is a pretty significant cost and a pretty significant tax burden.

Strader: Mr. President?

Hoaglund: Council Woman Strader.

Strader: I guess just one quick follow-up just time -- timing -- if we know. Maybe we don't know yet. But timing of the solid waste plan or the report that you guys are working on, I know there is a city solid waste plan that staff is working on. I was just curious about the timing when we might see that. And, then, I just wanted to pay you a compliment. My absolute favorite committee-commission that I have ever been on and I think your work is really important and I appreciate everybody's dedication.

Cory: Thank you so much. Hey, Sayard, do you feel comfortable at this point projecting a time for that report or is that -- is it still a little early for the plan?

Hoaglund: All right. Go ahead and state your name for the record.

Schultz: Sayard Schultz, solid waste coordinator. We are working on the -- the city staff are working on an outline right now, so I'm hoping to get that done around September and, then, submit it to SWAC for any advice that they would want to include comments.

Hoaglund: Council Woman Strader, do you have a follow up?

Strader: Just wanted to make sure I heard. Was it September?

Schultz: Yes.

Strader: Okay. Got it. Thanks.

Schultz: Yes.

Hoaglund: Thank you. Steve, I have a question. You mentioned recycling and kind of curious as to -- I mean it's -- it's hard to predict the future, but what are the recycling markets doing, what does it look like they might do, and you also mentioned contaminations and can you tell us a little bit more what's going on with contamination in recycling and what the problem is and what -- what the plans are to work on that.

Cory: First on the markets, we actually started to see some recovery this year. Obviously, there has been a lot of struggles in the -- in the past few years with China changing what they wanted to go ahead and take and what they wanted to do and -- and just trying to create domestic markets and such and through the fiscal year -- at the end of the fiscal year we were almost at the -- you know, we were very much approaching where the additional cost was zeroing out, but in the last quarter it's kind of softened again a little bit. But, hopefully, we are going to be able to start seeing some recovery in that market and the particular situation we had this year was Republic Services has been very supportive in creating a number of containers out at the transfer station, which is very helpful to our apartment residents and similar that don't have curbside recycling and, of course, it allows for a drop-off process for any resident that might have a lot more recycling than what they can fit in their cart and for a while there seemed to be a bit of a problem on what was going into the bins. There were a few loads that were problems and Republic volunteered -- came up with us, told us about the problem and went ahead and identified that they were going to improve the signage around the -- the bins and it actually was very helpful. It seemed to clear up the problem immediately. So, that was one particular problem. I think in all of our cases we tend to go ahead and see five -- five or ten percent contamination in the -- in the streams and with where Western goes for customers for our material, that's acceptable. But if we were able to go ahead and reduce that to four or three percent contamination or something like that, we can go for more elite manufacturing facilities that would pay us more for our materials. So, unfortunately, the goal is zero and we always strive to get to zero, but there is always more work to be done.

Hoaglund: Okay. Thank you, Steve. Appreciate that. Any other questions? If not, great. Thank you, Steve, and -- and the committee members we thank them for their service. We appreciate it very much and -- and they got a big fan in Council Woman Strader.

Cory: Thank you so much.

15. Police Department: Request to Transition the Part-Time Anti-Drug Coordinator Position to a Full-Time Position

Hoaglund: We removed Item 15 that I think is going to be heard on March 22nd.

16. Mayor's Office: Discussion to Plan Use of Federal American Rescue Plan Act (ARPA) Funds

Hoaglund: So, next up we have from the Mayor's office discussion of the planned use of Federal American Rescue Plan Act funds, also known as ARPA. So, Dave Miles, if you could come up and fill us in.

Miles: Good afternoon, Council. So, I would categorize this as ARPA part two or maybe three or four, I forget where we have left off. But we were last back with you -- I think in September. So, we will go through some discussion tonight. Really I think what we want to touch on tonight is ultimately the considerations that we have all talked about at the leadership level since the last time we came and talked to you all about projects, as well as the approach that we are considering as we think about these projects moving forward. I think that's important to touch on. And, then, ultimately try and seek some approval on project recommendations or at least some feedback from you all and go from there. So, I think what's most important I think is sort of the philosophy of these dollars. I know there is a lot of discussion about these are really generational funds. Probably once in a lifetime, maybe once in multigenerational dollars, and whether or not you sit on the fence of the federal government expending these funds or not, I think ultimately for Meridian the biggest component to consider is that whether or not we spend these funds, they have been allocated, and the -- the guidance that we are seeing right now will dictate that if money is unspent it will likely go back to the feds and states and/or other cities and so the money is going to get spent, so how do we as Meridian recommend to spend these funds for the best benefit of the Meridian community is -- is sort of how we have looked at that. Also want to just consider the impact on staff with any of these projects that we undertake. We saw with the small business program as an example, we can do it, we can make it work, but there is an impact on staff and it's a -- it's a bit of a resource draw. There has also been some changes that we will go through and talk about and, then, I want to touch on the timelines as well, because it's important to remember with any of these projects there are timelines to these federal funds. So, as the legislature got underway this past session, they rolled out their ARPA suggested funding and their path and I think that a lot of their message resonates across the state, as well as when we are thinking about our projects. I think they laid out a prudent path of consideration of how to consider the funds and, really, it's utilizing these funds for long-term capital projects, not trying to designate funds for ongoing costs, because, again, these are one time funds. So, if we are designating them to ongoing costs we are going to have to turn around and figure out a way to fund those anyway in the future again. Again, the money is on the backs of generations to come, so what are those long-term projects that will not only serve good for today and today's community, but ten, 15, 30, 40 years down the road. Those

are some of the philosophies that we considered as we looked at these projects and ultimately it's about lowering future ongoing operational costs, lowering the long-term tax benefits -- sorry -- the tax liabilities if we can and making those improvements that have as broad an impact as possible. That's some of the thinking that we took as we were moving through this discussion. So, a couple of reminders. Federal program, roughly 350 billion dollars, was allocated. Idaho's portion of that was right around 1.1 billion dollars. That goes to the state and what they called non-entitled units, which was populations less than -- I want to say 50,000. Meridian received a direct infusion directly allocated to Meridian of 12.8 million dollars, a little more than that, and the timelines that are associated with that funding -- again I touched on those earlier. So, we have to allocate funding to any project by December 2024. A little more than two and a half years, if my math is -- I'm thinking that's the right date. And, then, we have to spend those funds by December 2026. So, you know, four and a half years'ish. It sounds like a long time, but when you look at the list of some of these projects they are big projects. They are going to take time. Some of these projects you are looking at a year in design potentially, a good chunk of time to get under contract and, then, two to three years of construction. So, that's why we wanted to come in front of you and -- and try to get some of these projects moving forward. If -- if you are agreeable with them. Next couple of slides I'm not going to spend too long on, because you have got the information in your packet. We have also talked about this before. But, essentially, four main categories that we can spend those funds on and you can see them listed here supporting the COVID pandemic and economic response associated with that. Premium pay. Eligible essential workers. Government services, which is categorized under the revenue loss bucket of money and, then, investing in water, sewer, and broadband. A little bit of details on what those mean. We have talked about those before. So, anything from testing, to nursing care costs, to mitigating, COVID communications -- all those types of things are eligible in the first bucket. Premium pay, exactly like it says here, nursing home staff pay, back pay, things of that nature, which we are not recommending any of that at this point. Providing government services. This is sort of a revenue loss allocation that you have all been informed about and we have talked about in the past and, then, investing in water and sewer and broadband. Those two categories are probably your most open categories is how I would describe them. The revenue loss is basically any government services, how they categorize it. So, very broad, very open, and in the guidance they direct cities and municipalities and agencies to think that this guidance is to be loosely and broadly interpreted -- interpreted. So, a lot of options in that -- in that category. With the clean water and drinking water state revolving funds, as guidance for water, sewer, and broadband projects, those are -- there are two significantly sized documents that have a long list of projects. So, again, feel like there is a lot of flexibility in that category as well. So, the biggest change in the guidance that came out in the final guidance was probably around the revenue loss calculation. So, when we were before you in September last we talked about 4.6 million dollars, more or less, being able to be allocated to revenue loss projects or government services projects. The federal treasury guidance has since come out based on all of the feedback they have received during their interim guidance before they publish final guidance and said that they are offering what they are calling a standard calculation, a standard deduction more or less, to take up to ten million dollars in revenue loss without having to go through any calculation. Cities, agencies, can just say we are

going to take a full ten million dollars of our allocation and set that to revenue loss. So, that is a change that we have seen since the interim guidance. So, that ten million dollars is also inclusive of the total package. So, up to ten million of the 12.8 can be allocated to revenue loss projects. Some other changes -- again, they have expanded sort of a nonexhaustive example list in their guidance to help people understand what projects can be used for and, then, they have streamlined options on how to work through if you are considering premium pay and as well as water, sewer, and broadband options. The broadband guidance has changed. In fact, we got some information late last week or earlier this week that there is ongoing conversations around that, so that's why you will see in the packet that showed up in phase two discussion area as well and so now in your packets you have got Attachments A and B, which jump into the projects and so when we consider these projects we met with the director team, Council Woman Strader, Councilman Borton were part of those discussions, to evaluate what are the buckets of projects we even want to -- think we want to consider. So, we developed that list through multiple conversations, worked through -- you saw on -- I believe it's Attachment A, some of the projects filtered off of the list, but we kept them on there for you to -- to see them. For example, I think we had a discussion about Anderson Dam -- Anderson Ranch Dam raise. It's just not going to fit in the timeline of this project. So, right out of the gate we said, well, that probably doesn't work for us, because of the timeline alone, if not the rest of the complexity, just as an example. So, we are recommending phase one projects to move forward at your approval, starting with facility HVAC, it stands for needlepoint bipolar ionization. It's basically improved air filtration in the city facilities. We cover all city facilities to the tune of about 160,000 dollars to make improvements to the HVAC system. This was originally born out of COVID. I think it still applies. If COVID were to come back it keeps improved air quality. In theory it helps us continue to operate our facilities, have people in the building, whether they are customers or employees. That's the thinking behind that one. You got -- COVID testing is on there to consider offering testing to employees. We have got some quotes from the fire department on those types of services through third-party contract services. We also have on there the benefits trust COVID impacts repayment. You saw last week you had a budget amendment in front of you for the trust repayment, of which about 190,000 dollars was related to COVID impacts. This wouldn't necessarily repay the trust or repay the city for those funds, what it would do is allocate this amount of money for the city to expend on projects that that money was going to be used for and that's an important distinction when you get into the federal guidance of how these funds are utilized and it's not that you are repaying a fund or repaying reserves, it's that you are utilizing these funds for projects that you would have otherwise use general fund money for, but we no longer have that. And, then, going down the list we have biosolids drying through the water-sewer projects. Cyber security is a new project that was on the list that is not in our current CFP, but because of the best practices from IT and how you handle SCADA versus city infrastructure, they are currently tied together is my understanding and the best practice recommendation is to pull those apart and treat them on separate server farms, so that -- that is new recommendation and you would see that coming from IT in the next few years anyway, because they don't currently have it in the CFP and it is now the -- the best practice. And, then, there is energy efficiency studies, both through the utilities and both -- and with city facilities. We broke it out to bucketize money into water, sewer, broadband and to bucketize other

money into revenue loss and, then, streetlights upgrades are in there as well. Originally Attachment A was at 1.5 million dollars. Through conversations we did lower it to a million dollars as a starting point. A little bit of that is related to just staffing resources and sort of effectiveness of how far can we get, knowing that there is still money leftover in theory, starting with a million dollars felt like a prudent step to say how far can we get, how much can we do, rather than just saying let's just do a million and a half and, then, maybe we can't get there. So, that was the rationale. Total of about 6.8 million dollars worth of projects in that first phase bucket and you can see phase two another six million dollars roughly for the other -- what I will call larger projects that I think Council probably warrants a further discussion on, more consideration on. I don't know -- if you are ready to take action on those tonight great, but you can see the Linder Road overpass is something that I know the Mayor supports and we have had several discussions on that. Again, considering its broad impacts to the community. Also considering setting aside a portion of the recommendation of two and a half million dollars to start as just a set aside to say if any of these other projects go over cost or if there are other project ideas that we have or, if, heaven forbid, COVID or some variant of COVID comes back and we need some sort of emergency funding for these funds to cover, that's the intent behind that. We have got the community centers on the list as well. What do we do with that, knowing that there is some funds in the existing CFP. Golf course irrigation, the same discussion, as is the regional park land. This would be for a future park site in northwest Meridian where The Fields District is. Don't know where we stand on that at this point. And, then, broadband is up there as well, because I mentioned there is some continuing discussions occurring, again, throughout the region and the valley about how and what could we do as a regional approach to improve broadband. I know IT under the newest guidance has considered maybe there are some ideas that we could do and I think it's not ripe enough to have a conversation today to say like what, but, for instance, whether it's broadband in the parks or trying to connect fire stations through broadband that we don't currently have, those types of ideas. So, let's -- so, this slide just breaks out into what buckets those phase one projects fit in, just so that you can see the categorization. You have got about 360,365 in the COVID response bucket right now. You have got about 1.1 million in the revenue loss bucket and about 5.3 in the water, sewer, broadband bucket of what we are proposing for today. And what does that leave? I touched on this a little bit. We would propose to leave -- that would leave two and a half million in sort of reserves for future discussion. You have got -- in the revenue loss bucket you have got Linder Road overpass, community center, regional park and, then, through water, sewer, and broadband you have got a broadband project -- again cost to be determined. And, then, you have got golf course irrigation and I think it does fit in that bucket appropriately if you consider the state drinking water state revolving fund guidance. A lot a in this -- in this guidance. So, again, we are recommending roughly 6.8 million for those phase one projects, either all or a piece or part. We can have that discussion. Knowing that that would leave about six million dollars for future discussions on the phase two projects, future discussions. Maybe a full body input, because I know there is several members that are not here, along with setting aside some funds for things that we just may not know yet and I think that's -- that's the entirety of the presentation. Knowing that -- I did want to add one thing. Through any of these approvals that you give tonight, obviously, any project by itself would have to come back for a budget amendment to allocate the funds, so you would have a

further conversation on each individual project as they come back to you. So, I think with that I will stand for any questions and --

Hoaglund: Thank you, Dave. So, to that point -- so, basically, for phase one list it would be just kind of a blanket approval, as you -- and, then, they would come back as you mentioned and actual allocate and have questions and make sure everything -- all the details are taken care of; correct?

Miles: Yes. That's correct, Council President.

Hoaglund: Okay. Any -- any questions for Dave?

Perreault: Mr. President?

Simison: Yes, Council Woman Perreault.

Perreault: Thank you. I have three questions for you, Dave. Try to do it succinctly. Can you share about -- just sort of big picture some of the reasons why some of the items are in phase one versus phase two, as far as timing goes? So, some -- in phase two we have some projects that are already in the process, but in phase one there are items that, you know, are just getting started. So, can you help me understand what got put in what bucket and kind of some -- some thoughts behind it. I did read through everything that was in the packet by the way, but I just want to understand what the decisions were as far as which phase they went into. And, then, along those same lines the criteria for phase two, is that going to be similar to phase one where we are looking at a return on investment, you know, how that lines up kind of with -- and phase two I imagine will be also having some discussions about partially using general fund budgets for some of those projects and whether timing of the projects will play into phase two as much as they will into phase one. So, just kind of the bigger picture in that regard. That's my first question.

Miles: Okay. Council President, Council Woman Perreault, so to what I heard your first project -- first question, so why project phase one versus phase two on some of these. Really I think part of the consideration is what do we think there is more general support for overall, as well as what are some of the immediate operational projects that can offer operational savings and long-term benefit to the community. I think if you look at the list of projects -- in phase one there is a lot of projects that do at least analyze and provide a return on investment that are calculable; right? We can touch and see and feel that if we install X streetlights it will provide a reduction of Y in costs. If you look at the list in phase two you sort of got more of the -- the -- the less tangible benefits; right? We can measure traffic flow, but how much benefit does Linder Road overpass have versus the attendance of a community center. Those are more conversational theory and not necessarily touchable and calculable in my mind. So, that was some of the logic behind why those projects. Additionally some of them are just easier, simpler projects I think, so we know that we can sort of get the ball moving on some of these, get them underway. To your next question about the criteria and -- that we would consider. I think, yes, we consider

the same criteria, sort of what is the long-term community benefit, what is the -- what's the return on investment, so to speak, if it is able to be calculated. What's the complexity of them and the timing of them. I think if you look at any of those projects on the -- the phase two list you could argue that they are all complex and could take long, if you think of them from start to finish. Now, within them there are probably elements that you could consider breaking down and say, well, for example, Linder Road overpass we could acquire right of way sooner than later. Community center, maybe there is a study to be done sooner than later. So, there are elements of them that are short term, but they are all much longer term as well I think. And, then, timing of projects. I think I touched on that a little bit as well. Again, they are the bigger projects, so, yes, we need to have the discussion soon. I think it's just a little more tangible, the phase one projects to say let's get those going or some or all of them.

Perreault: Mr. President, may I continue with a couple more questions?

Hoaglund: Go ahead, Council Woman Perreault.

Perreault: Thank you. So -- thank you very much for sharing that. So, what I'm hearing is phase one are projects that really we can immediately pick up and phase two projects where we might still need some more information or planning to be ready to move forward with; is that right?

Miles: Yeah. Council Woman -- Council President Hoaglund. There is also more discussion to be had on them I think.

Perreault: Okay. I agree. So, are there any long-term maintenance costs for the capital projects in phase one that would need to be added to the base budget? Has there been any analysis done of additional costs to equipment or staffing or maintenance that might be involved with the biosolids drying or the SCADA improvements, et cetera, that we need to take into account as part of this?

Miles: Council President Hoaglund, Council Woman Perreault, I think of the -- of the list up there in terms of what would be added operational costs or added, you know, additional operations. You would look at the biosolids and the SCADA to some degree, possibly the streetlights. We do have Laurelei McVey, our Public Works directors, is here. I do think that the ROI did take some of that into consideration. So, they did -- she's nodding her head yes, so it's on the record yes. The ROI does consider that ongoing operational costs in terms of whether or not it requires additional staffing or not and that calculation brings that into factor.

Perreault: Okay. Thank you. And maybe Laurelei would like to join us, because my next question is about streetlights. So, in chatting with --

Hoaglund: Council Woman Perreault, I thought that was Council Woman Strader's question. No.

Perreault: I would be glad to have somebody else ask it. Thank you. So, it's my understanding that we have been a little slower than we had hoped for with streetlight installation and changeover and so I was wondering if you could give us some more feedback on whether the million dollars should stay in phase one or phase two and sort of the timing of that. Not so much whether it's a valid project, but just the timing of it and implementation.

McVey: Council Woman Perreault, great question. So, it is a resource constraint for us from a personnel standpoint. So, if we were to be allocated this million dollars we are anticipating hiring a consulting firm to help us manage this project in that time frame. So, definitely doable, but probably not doable with internal resources and so part of that money would go towards consultant fees.

Strader: Mr. President?

Hoaglund: Council Woman Strader.

Strader: I have a question for Laurelei as well. Thanks for being here. If you had to choose between the streetlight conversion and the biogas energy conversion, which one do you think provides a better return on investment?

Hoaglund: And, Laurelei, while you are pondering that, you said biogas facility or biosolids?

Strader: Yeah. That's correct. So, there is a biogas energy conversion project that I actually am surprised not to see on -- at least on phase two for further discussion. It is an interesting project that uses our existing -- basically like the yucky smells that you smell, they could burn those and actually use that energy to a greater extent at the WRRF and the nice thing about that project is it's a pretty quick project to implement and would immediately save us a hundred thousand dollars per year just back of the envelope -- you know, looks like a pretty okay return on investment just from eyeballing it, but -- and I'm just Devil's advocate, if we are having trouble keeping up the streetlights, I guess I'm curious if you had to choose one or the other, if one of them is a preference. I'm sorry to put you on the spot like that, but I was just curious what you think.

Hoaglund: Laurelei, any thoughts on that?

McVey: Council Woman Strader, without doing I guess some more in-depth analysis, so we see on the biogas energy conversion project about a hundred thousand annual savings there. I believe that the streetlights -- there we go. Thank you. The streetlights would be between 65 and 79 thousand dollars a year. So, I think based on that -- close.

Strader: Yeah. Mr. President?

Hoaglund: Go ahead, Council Woman.

Strader: Thank you. Yeah. Real close. I guess I -- maybe if I had one piece of feedback -- I'm in support of the phase one projects. I think they make a lot of sense. As somebody that helped a little bit on this there was a ton of vetting that went into these projects. These ones are very tangible. Like they are really practical projects, like -- kind of like, you know, you do your home maintenance on your house to avoid your water heater exploding -- like they are -- they are similar, but other on a city scale to me. I would just ask that the biogas project be a possible consideration for phase two, because it is an immediate savings, it is calculable, it doesn't have an ongoing operating cost, besides the depreciation of that equipment. Like to me that's a really good project, that's a practical project, and I do want to give some other feedback. I agree with Council Woman Perreault's comment that on the phase two projects we do have things that are pretty tangible that we are interested in doing, so I think it's great to have that further discussion and maybe that's an opportunity if other Council Members that aren't here have other ideas that have come up recently or other feedback, those could be vetted in the meantime. I know Councilman Cavener had an idea that he mentioned to me and it's just not something that came up. So, I think that that -- this is a good approach, knock out the really practical ones that save the city money on an ongoing basis and, then, definitely we are having big discussions for that phase two. Mr. President, maybe one more question.

Hoaglun: Go ahead, Council Woman Strader.

Strader: Dave, like from us are you looking for feedback? Are you looking for like a voice vote? Maybe that's the easiest. Not right now, but when we are ready a voice vote tonight on support for these phase one things, so you have clarity. Just want to make sure we are sensitive, because this thing has been morphing around and you have been putting a lot of work into it, I just want to make sure we are getting you what you need tonight.

Miles: Yeah. Council President, Council Woman Strader, yes, ultimately, you know, a voice vote would be good, whether it's line by line or whether it's a bucket of phase one and say, yep, it's good to go. Again, you will see them again on individual projects as they come back for amendments to allocate the funds, gives you another opportunity, but, again, with the timing and the length of some of these projects, it's good to get some of them underway, to get them moving forward.

Hoaglun: Okay. I want to note for the record that Councilman Borton has joined us from being online to in person. So, thank you, Councilman. Councilman Borton, did you have any thoughts?

Borton: Mr. President. So, thank you. I listened in route to the conversation and presentation. I just think there is a lot of good work that's been done to get us to this point by a lot of different invested individuals in all of the different options. So, for me I think the phase one basket is something that I'm supportive of. That going forward, understanding there is budget amendments and the details will come and follow for the spending authority, but I'm supportive of phase one, understanding there is more discussions for how the remainder of the bucket can be allocated and there is additional

options. I think that even in that list, but to move the ball a bit I think phase one is good to go forward with me today.

Hoaglund: Thank you, Councilman. Councilman -- Councilman Bernt.

Bernt: Thank you, Dave, for the presentation. I think that phase one looks good for the most part. My -- my -- my thoughts on phase two are specific to the Linder Road overpass. I think that the community needs this. I think that we have been -- it's been a high priority for -- for the Mayor and Council for a while, even -- you know, started with previous -- you know former mayor of de Weerd and so my only question is timing. You know, some of these projects are contingent upon timing and if we -- would we have time for a phase two project, like Linder Road overpass, if we were to include that in -- in phase two in the future.

Miles: Council President Hoaglund and Councilman Bernt, I think that's where I look forward to the future discussions. I think there is -- again, to the comment I made to Council Woman Perreault, I think if you break a project down and look at it in components, yes, there is the ability to fit something of that project into the timing that's -- the treasury has set, whether that's things like buying right of way or helping accelerate the purchase of right of way or accelerating the construction of a specific component. We certainly have to do more -- more work looking into how does that project work and fit within the guidance, but I do think elements of it certainly could fit with -- frankly, with any of those projects in the phase two bucket.

Perreault: Mr. President?

Hoaglund: Council Woman Perreault.

Perreault: On the lines of Councilman Bernt's comment, I just -- I do have concerns that we would spend a year or maybe more kind of waiting to see what can come to be with phase two projects and, then, find out in 2024 that we -- we weren't going to do what we thought we would do and we have lost time on projects that we know we can do right away. So, I really want to dig down next time into the timing of these, because I know with our other area partners, especially with Linder Road, we don't have full control over that process, so we can make some assumptions and have those conversations and possibly find ourselves another year from now still not being where we would hoped we would be and we have missed some other timing opportunities. So, I'm -- but in regard to phase one, I'm generally integrating with all of those. I'm -- I'm -- I'm -- I am intrigued by the biogas versus streetlights conversation. As far as the streetlights go, I'm curious also what the breakdown is on that with cost of consultant versus cost of what -- what it would cost us. Now, that is not necessarily a factor for whether I keep it in phase one, but I just am wondering. And I think the biogas is a really good -- thank you, Council Woman Strader for catching that, because I had read about it and, then, it just didn't dawn on me that it's not in this list. So, I -- I think that project really makes sense and it's -- it's good to have several options.

Hoaglun: Ms. McVey, would you like to respond to that?

McVey: Council Woman Perreault, that's a great question. So, we are estimating about 15 to 18 percent of the money would be towards consulting fees. That's a pretty standard that we pay on other Public Works projects.

Hoaglun: And, Council Woman Perreault, in terms of phase one projects overall, I -- I think we are going to take a vote tonight on phase one projects, so any -- any additional thoughts on phase one you might want to add?

Perreault: Thank you, Council President Hoaglun. My -- my preference -- and this is not to -- this -- not to vote against the streetlights, my preference would be to move that over to phase two and put biogas in as a phase one project. That's my initial preference. But, again, I don't have all the information yet, so I certainly don't want to hold up the streetlights project if that is something that is -- we know is ready to go, we have the information, we are good with it and it's a lot more likely to be completed rather than the biogas. But I just -- as far as return on investment, to me the biogas project sounds like it's a better option for us. But as far as how we categorize phase one, phase two, if the streetlights upgrades -- if we move it into the -- into phase two and we have that conversation here in the next -- I assume couple of months, we could still get started on it fairly quickly. So, as far as the timing goes, I -- that would be my preference. Moving the streetlights over to phase two. Moving biogas back into phase one.

Strader: Mr. President?

Simison: Council Woman Strader.

Strader: I think that's a good point, because we have a backlog and we have already funded a lot of streetlight conversions that haven't happened. So, I would think that moving that to phase two consideration and, then, putting the biogas project onto phase one would make a lot of sense. The biogas one I didn't have a lot of questions about, because it was really a straightforward project. Unless -- I guess my only question would be is there any concern about the biogas project? Any reason it's not ready and couldn't be included in phase one instead?

Hoaglun: Laurelei.

McVey: Council Woman Strader, so we would, with both the biogas and the biosolids project, would need to do initial engineering studies on both of those that would really assess -- so, we have done the, you know, rough ROI calculations where they do make sense. The engineering study would, essentially, do, you know, probably like a 30 percent design that would tell us construction schedule, would give us a better cost estimate just in case we were off on any of those and, then, that would be the kind of stuff that we could bring back to you guys and say, you know, yes or no, or we found this big project flaw as we got into it. But we could do that activity, you know, within the next six months.

Strader: Mr. President?

Hoaglund: Council Woman Strader.

Strader: Yeah. I want to take a shot at -- I would move the City Council greenlight the phase one projects this evening to express our support for seeing future budget amendments with all the details, putting the streetlight upgrades onto the phase two projects for further discussion, understanding the internal capacity to complete those projects and how consulting engagement would work with that and, then, moving the biogas project onto phase one.

Hoaglund: We have a motion --

Borton: Second.

Perreault: Second.

Hoaglund: And we have a second. Discussion? I -- I do have a question, Dave. If -- if we get into the biogas research and whatnot and it's -- it's very complicated and there is issues, whatnot, do we have time to flip things back and forth from phase one to phase two, vice-versa?

Miles: Council President, I think the short answer is yes. Ultimately you have got the flexibility up until you commit funds and I think even when you commit a fund you could probably pull a project back. But we can certainly clarify that answer for you and double check. And I did want to address -- you made a very good comment, Council Woman Perreault, about timing. Understanding there are other agencies involved with some of these larger phase two projects, the intent is that we come back to you rather quickly to have that discussion, not six months or eight months down the road.

Hoaglund: Any other discussion? We have a motion. All those in favor of adopting the phase one projects as identified in the motion, please, say aye. Any opposed? All ayes. Motion carries.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Hoaglund: So, there is your -- there is your phase one projects, Dave.

Miles: Appreciate it.

Hoaglund: Great. Well, we are at the end of our agenda for our work session. Do we have a motion to adjourn?

Borton: I move we adjourn.

Bernt: Second.

Hoaglun: All those in favor of adjourning say aye. Any opposed? We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 5:24 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

PRESIDENT BRAD HOAGLUN

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the March 15, 2022 City Council Regular Meeting

Meridian City Council

March 15, 2022.

A Meeting of the Meridian City Council was called to order at 6:00 p.m., Tuesday, March 15, 2022, by President Brad Hoaglun.

Members Present: Brad Hoaglun, Joe Borton, Treg Bernt, Jessica Perreault and Liz Strader.

Members Absent: Robert Simision and Luke Cavener.

Also present: Chris Johnson, Bill Nary, Alan Tiefenbach, Mark Ford, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

<u> </u> X <u> </u> Liz Strader	<u> </u> X <u> </u> Joe Borton
<u> </u> X <u> </u> Brad Hoaglun	<u> </u> X <u> </u> Treg Bernt
<u> </u> X <u> </u> Jessica Perreault	<u> </u> Luke Cavener
<u> </u> Mayor Robert E. Simison	

Simison: All right. Council, I'm going to call this meeting to order. It is our regular meeting. It's Tuesday, March 15th, 2022, at 6:00 p.m. Our first order of business is going to be roll call. So, Mr. Clark.

PLEDGE OF ALLEGIANCE

Hoaglun: We do not have -- our next item of business is the Pledge of Allegiance. Please rise and join us in the pledge.

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Hoaglun: I don't think we have anybody here for the invocation tonight.

ADOPTION OF AGENDA

Hoaglun: So, with that we will move to the adoption of the agenda.

Borton: Mr. President?

Simison: Councilman Borton.

Borton: We have a few changes to the agenda. Item 4 needs to be vacated. Item 3 we will move to the top of the agenda, so we can set a date for a continuance of tonight's hearing to a new date in order for the applicant to correct public notice deficiencies related

to the sign posting. Item 5 is requesting a continuance as well. So, that public hearing will be opened for the sole purpose of continuing the hearing to a new date before we get to Items 1 and 2. With that I move that we adopt the agenda as modified.

Bernt: Second. That was the longest motion.

Borton: Pretty good.

Bernt: It was pretty good.

Hoaglund: That was a second, Councilman Bernt?

Bernt: Second.

Hoaglund: Okay. I have a motion and a second to adopt the agenda as amended. Any discussion? If not, all those in favor by saying aye. Any opposed? The ayes have it. We have adopted the agenda as amended.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

PUBLIC FORUM – Future Meeting Topics

Hoaglund: Our next item -- Mr. Clerk, do we have anybody signed up for the public forum?

Johnson: Mr. President, we did not.

ACTION ITEMS

3. Public Hearing Continued from February 15, 2022 for Friendship Subdivision (H-2021-0083) by Mike Homan, Located Near the Southeast Corner of N. Meridian Rd. and E. Chinden Blvd.

- A. Request: Annexation and Zoning of 10.058 acres of land from RUT in Ada County to the R-8 zoning district.
- B. Request: Preliminary Plat consisting of 41 building lots and 7 common lots.

Hoaglund: Okay. We are to our Action Items and I think you had said, Councilman Borton, that Item 3 was at the top of the public hearing list to take action upon?

Borton: Yes, Mr. President.

Hoaglund: So, we will open the public hearing for Item No. 3, H-2021-0083, Friendship Subdivision. With the hearing open, Alan, do you want to inform us what -- what's transpiring?

Tiefenbach: Members of the Council, this was a posting error. The applicant did not post a sign on a stub street where they were supposed to post it. One of the neighbors caught it a couple of days ago. So, they cannot be heard tonight. It will be continued -- they are recommending until April 5th.

Hoaglund: All right then. What's the pleasure of the Council?

Borton: Mr. President?

Hoaglund: Councilman Borton.

Borton: Move that we continue H-2021-0083 to April 5th.

Bernt: Second.

Hoaglund: We have a motion and a second to continue the public hearing to April 5th. Is there any discussion? If not -- yes, Alan. Okay. I thought you were ready to say something. With that all those in favor of continuing the public hearing to April 5th, please, say aye. Any nays? The ayes have it. The hearing is continued.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

4. Findings of Fact, Conclusions of Law for Friendship Subdivision (H-2021-0083) by Mike Homan, Located Near the Southeast Corner of N. Meridian Rd. and E. Chinden Blvd.

Hoaglund: And that did not include Item 4, did it? We are -- four is gone, so -- all right. So, back to Ordinance No. 22-1972. This is an item of business. It's an ordinance repealing and replacing Meridian City Code. Basically that is going to divide our city up into -- yes, sir.

5. Public Hearing for Jamestown Ranch Subdivision (H-2021-0074) by Walsh Group, LLC, Located Near the Southeast Corner of the N. Black Cat and W. McMillan Rd. Intersection at 4023 W. McMillan Rd. and parcels S0434223150, S0434212970, S0434212965, and S0434212920.

- A. Request: Annexation and Zoning of 80 acres of land with a R-8 zoning district.
- B. Request: A Preliminary Plat consisting of 294 building lots and 25 common lots.

Johnson: Mr. President, do you want to discuss Item 5? That was in the motion to move that to the top.

Hoaglund: Oh. Thank you. I missed that. Item 5, Jamestown Ranch Subdivision, H-2021-0074. We will open the public hearing for that and, Alan, again, comments?

Tiefenbach: Mr. President, Members of the Council, I guess I'm batting well tonight. The case went to the Planning Commission -- it's very complicated. Since the time of the Planning Commission I have gotten some feedback from the Settlers Irrigation District that there is some inconsistencies in the plans in the civil drawings and that there is some improvements that may be or may not have occurred without ACHD permission. There was a big meeting that happened that I really wasn't involved with and we told the applicant to get this figured out before they come to Council.

Bernt: Great. Pretty good advice.

Hoaglund: All right. And they have asked that to -- to be continued to April 5th?

Tiefenbach: They believe they will have it resolved by April 5th.

Hoaglund: Okay. Council, what would you like to do with public hearing H-2021-0074?

Borton: Mr. President?

Simison: Councilman Borton.

Borton: With that explanation I move that we continue H-2021-0074 to the hearing on April 5th.

Hoaglund: Do I have a second?

Bernt: Second the motion.

Hoaglund: I have a motion and a second to continue the public hearing to April 5th for H-2021-0074. All those in favor of continuing the public hearing, please, say aye. Any opposed? The ayes have it. It will be continued to April 5th.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

- 1. Public Hearing for Ordinance No. 22-1972: An Ordinance Repealing and Replacing Meridian City Code Section 1-7-1, Regarding Election; Districts; Terms of Office; Residency Requirement; Amending Meridian City Code Section 1-7-2, Regarding City Council Member Qualifications; Repealing and Replacing Meridian City Code Section 1-7-4, Regarding City Council Seat Vacancies; Adding a New Section to Meridian City Code, Section 1-7-11, Regarding Meridian Districting Committee; City Council Districts; Adopting a Savings Clause; and Providing an Effective Date**

Hoaglun: Now let's go to Ordinance No. 22-1972. Mr. Nary, are you providing comments for -- for staff comments for this one?

Nary: Sure. So, Mr. President, Members of the Council, so this is the third reading of our districting ordinance. Again, just to refresh from the requirements of the Idaho Code is because we are now a city of over a hundred thousand people we are required to create districts for our Council seats. This is to create a district system for our 2023 election. The idea was to create a committee system that would, then, be selected by the Mayor, approved by the Council. The committee would then meet, have public hearings to determine how the district should be formed within the city. The districts need to be formed generally, as close as possible, to the same population base to divide that by six. Again, I think our number from the census was 117,000 and some change. So, the desire here is this is simply the mechanism to begin that process. The idea is, hopefully, to begin this process fairly soon. The process has been completed at the state and county level, so we can begin this process at the city level and we are hoping to get this done throughout the summer and, hopefully, have a final product before this Council by the end of the summer of this year. So, that's our intent to move this forward. Again, this is just the mechanism to do it. This is the third reading, so it is eligible to be approved tonight.

Hoaglun: Okay. Any questions for Mr. Nary?

Borton: Mr. President?

Hoaglun: Yes, Councilman Borton.

Borton: Just to comment on it. One of the principles that I appreciate with this process is that it's simply a math equation, that this thing is designed to ensure the six districts have equal representation within them and the City Council is purposely and intentionally not part of any of the line drawing. We don't play any role in it. We are not interested in how that works. We just want it to be lawful and it's designed that way. So, I appreciate that.

Hoaglun: Thank you for those comments, Councilman Borton. Mr. Clerk, do we have anybody who has signed up for this public hearing?

Johnson: Mr. President, we did not.

Hoaglun: Okay. Do we have anybody on line who would like to participate in this public hearing? I don't see anybody who has raised their -- if you do, please, raise your hand, but I don't see anybody from the public online that's not city staff. All right. What would the Council like to do with this ordinance?

Bernt: Mr. Mayor?

Hoaglun: Councilman Bernt.

Perreault: Mr. President.

Bernt: Oh, Mr. President. I knew you were going to be mayor someday.

Hoaglun: Council Woman Perreault.

Perreault: Perhaps I missed it, but I didn't hear if you asked if there was anybody in the audience that had a --

Hoaglun: Yes, we asked for -- oh, yeah. Audience. Anybody in the audience want to testify? Sorry about that. Thank you. Yeah. We got sign-ups, online, and audience. Okay. Forgot my rule of three there. Good idea.

Bernt: Mr. President?

Hoaglun: Councilman Bernt.

Bernt: I would like to -- I would like to move that we close the public hearing on this item.

Strader: Second.

Hoaglun: We have a motion and a second to close the public hearing. Is there any discussion? Hearing none, all those in favor of closing the public hearing on Ordinance No. 22-1972 please say aye. All those opposed? The ayes have it and the public hearing is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Bernt: Mr. President?

Hoaglun: Councilman Bernt.

Bernt: I move that we approve Ordinance No. 22-1972.

Strader: Second.

Nary: Mr. President?

Hoaglun: We have a motion and a second to approve Ordinance No. 22-1972. Mr. Nary.

Nary: Mr. President, Members of the Council, this is actually on your ordinance section of the agenda.

Bernt: Oh.

Nary: Item 6 on your agenda. So, it will get read by title like our normal ordinance process. So, we just can do it at that point.

Hoaglund: Okay.

Nary: That would be fine.

Hoaglund: So, do we have a motion to withdraw -- maker of the motion withdraw the motion?

Bernt: Yes.

Hoaglund: Second agrees?

Strader: Yeah.

Hoaglund: Okay. Motion is withdrawn and second agrees. We will, then, work on that coming up here a little bit later.

2. Public Hearing for Budget Blinds Subdivision (SHP-2022-0003) by Stephanie Hopkins of KM Engineering, LLP, Located at 1850 W. Everest Ln., at the Southwest Corner of W. Chinden Blvd. and N. Linder Rd.

- A. Request: Short Plat consisting of 2 commercial lots on 1.76 acres of land in the C-N zoning district.

Hoaglund: Up next is a public hearing for SHP-2022-0003. We will open this public hearing with comments by staff. Alan.

Tiefenbach: Thank you. Members of the Council, Alan Tiefenbach, associate planner. So, I have been doing this for 20 years and I can say for the first time Mr. President and Members of the Council. Haven't gotten to say that before. This is an application for a short plat for two commercial lots. The property consists of about little more than one and a half acres. Zoned C-N, located at 1850 West Everest Lane, which is southwest corner of Chinden and Linder'ish. Quick history. The property was annexed into the city in 2002 and rezoned R-4 at that time. It was the Lochsa Falls Subdivision. In 2004 it was platted as the Lochsa Falls Subdivision No. 12 and, then, it was rezoned to C-N in 2007. There is a landscape buffer that is already existing along Chinden. The mixed -- the community plan -- or sorry. The Comprehensive Plan designates this as mixed use community. This proposal is to subdivide a commercial lot into two commercial lots. Staff is recommending approval of this. On the left is the short plat. On the right is the concept plan. The concept plan -- I guess one thing that Council should be aware of, that the concept plan as shown right now shows access from two points. West Everest Lane actually runs along the south and, then, it also runs on the east and this is a private road on the south and a private road -- private drive on the east. However, on the east West Everest Road is in a different

subdivision plat. Again, it's a private road. At this point we don't have any proof from the applicant about whether or not they have legal access to that road on the east. Not saying that you don't have it. However, until we see that -- that proof of access we can only bring this to you with -- with the access coming from the south, because we know they have access from the south. So, that was a condition of approval is that the applicant would either have to provide proof of access if they can get the access to the road to the east or they would have to completely reconfigure the site to take access from the south. The only other thing is very standard is that staff is requiring that they provide cross -- cross-access between the two lots, Lot 1 and Lot 2, so if they sell off one lot the other lot would still have access. With that staff is recommending approval.

Hoaglund: Thank you, Alan. Any -- any questions for staff at this time? All right. I'm sorry. Council Woman Perreault.

Perreault: Thank you. Can you hear me? Oh. Okay. Alan, so what would happen if they could not get access on the east? I mean they are -- the -- are people going to turn around and head back west to leave? I mean what -- what would the vehicles do if they had no easterly access?

Tiefenbach: So, this is just a conceptual site plan here. They would have to reconfigure the site plan. If the access doesn't occur -- if they don't get access to the east, then, this site plan, as they are showing right here, is not going to work. Really, the only reason why we usually require these site plans with short plats is for them to demonstrate that they have enough lot room to be able to configure whatever use that they are proposing there.

Perreault: Okay. Thank you.

Hoaglund: Any other questions? All right. Is the applicant here and wish to testify? And if you could state your name and address for the record, please.

Hopkins: Good evening, Mr. President, Members of the Council. Stephanie Hopkins with KM Engineering. 5725 North Discovery Way in Boise. 83713. Staff did a great job summarizing our request, so I will keep my comments short so you don't have to sit through a presentation. We do have a recorded cross-access agreement that I will be sure to submit to staff when we do our final plat. So, in regard to the -- the access that was mentioned -- and we are working on the other conditions as well. Other than that we agree with the staff report and the conditions and I can stand for questions if you have them.

Hoaglund: Thank you, Stephanie. Any questions for the applicant?

Perreault: Mr. President?

Hoaglund: Council Woman Perreault.

Perreault: Question asker tonight. Good to see you, Stephanie. So, we -- we had hearings -- it's probably been a few years now -- on -- along Everett Lane and -- Everest Lane, sorry, and there is a lot of traffic from Challenger school and I know that there was an attempt to address that with putting some parking signs and -- and striping and different things on that private lane. Has that resolved the issues and -- and, you know, going from a use of one -- you know, one company to two companies? How much -- I mean I -- I know you -- you may not know who -- who is going to fill these sites, but what kind of traffic are we looking at right next to the school, given all of the issues that have happened?

Hopkins: Mr. President, Commissioner Perreault, I'm not sure exactly. I know that at one point there were some discussions of taking the common lot and decreasing it to allow for more parking further west along Everest Lane. I don't know that if they experience -- we have got the owner here, too, tonight and he can probably address this question, because he's been involved with it for quite a while, but I don't know for sure if we have looked at traffic calming or anything specifically along this parcel. I know for -- one of the proposed users is going to be a Budget Blinds facility that's -- I think it's 8,100 square feet and I believe it's overparked for the number of -- for the amount of square footage that's going to be there and we would be sure to include enough parking for both of the users. I don't know if -- Bob, do you want to come up and talk about traffic?

Hoaglun: And, sir, if you could state your name and address for the record, please. Thank you.

Hosac: Bob Hosac. Owner-developer. 63 West River Ridge Lane in Eagle, Idaho. Council Woman, on Everest Lane we painted both sides of the curb red and we put up no parking signs and that resolved the parking that was on Everest Lane and so now traffic flows better both east and west on Everest and north and south on Everest, which is a private drive there. And so I think we have resolved the parking. Then we -- we purposely overparked both of these, so we have plenty of on-site parking for both of these users on this new site and we overparked on the project we just finished on Everest and so -- so, we have not had a traffic problem, although you are right, in the morning at Challenger school and in the evening at Challenger school, when they come in and they dump out there is a lot of cars. What we are going to do on this particular plat here on this one is we are -- down in the southeast corner of this lot -- and -- and, by the way, we do have the recorded easement done to have access on -- on the east side of Everest. That was recorded last week. So, that's done. We are going to round that corner off down there and open that up, so we have a better flow of traffic on that southeast corner and we are going to -- it's square right now and it's a little bit of a problem, but we are going to round it off and fix it. Any other questions I can help you with?

Perreault: Thank you.

Hoaglun: Okay. Thank you. All right. This is a public hearing. Do we have anybody signed up, Mr. Clerk?

Johnson: Mr. President, we did not.

Hoaglund: Okay. Let me ask, then, do we have anybody -- I'm looking in the room, don't see anybody that is not unfamiliar to me, so is there anybody in the audience who would like to testify? Practice? Extra credit? Okay. With that would the applicant like to close or --

Hopkins: Thank you, Mr. President. I don't have anything else to add. We are excited to subdivide this, so we can develop it.

Hoaglund: Okay. Great. Thank you. So, Council?

Borton: Mr. President?

Hoaglund: Councilman Borton.

Borton: With that presentation I move that we close the public hearing on SHP-2022-0003.

Strader: Second.

Hoaglund: I have a motion and a second to close the public hearing. Any discussion? All those in favor of closing the public hearing, please, say aye. Any opposed? The ayes have it and the public hearing is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Borton: Mr. President?

Hoaglund: Councilman Borton.

Borton: After considering all staff and applicant and public -- well, not public testimony, but staff and applicant comment, I move that we approve SHP-2022-0003.

Strader: Second.

Hoaglund: I have a motion and a second to -- to approve the Item No. 2 on our agenda, SHP-2022-0003. Any discussion on this motion? Hearing none --

Strader: Mr. Mayor?

Hoaglund: Yes, Council Woman Strader.

Strader: It's great to see businesses succeeding here in Meridian. Appreciate you helping to facilitate that.

Hoaglun: Great. Mr. Clerk, would you, please, call roll.

Roll call: Borton, yea; Cavener, absent; Bernt, yea; Perreault, yea; Hoaglun, yea; Strader, yea.

Simison: All ayes. Motion carries.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ORDINANCES [Action Item]

- 6. Third Reading of Ordinance No. 22-1972: An Ordinance Repealing and Replacing Meridian City Code Section 1-7-1, Regarding Election; Districts; Terms of Office; Residency Requirement; Amending Meridian City Code Section 1-7-2, Regarding City Council Member Qualifications; Repealing and Replacing Meridian City Code Section 1-7-4, Regarding City Council Seat Vacancies; Adding a New Section to Meridian City Code, Section 1-7-11, Regarding Meridian Districting Committee; City Council Districts; Adopting a Savings Clause; and Providing an Effective Date**

Hoaglun: With that that comes to ordinances. So, Mr. Clerk, would you, please, read the ordinances by title only.

Johnson: Thank you, Mr. President. This is the third reading of Ordinance 22-1972, an ordinance repealing and replacing Meridian City Code Section 1-7-1, regarding election; districts; terms of office; residency requirement; amending Meridian City Code Section 1-7-2, regarding city council member qualifications; repealing and replacing Meridian City Code Section 1-7-4, regarding city council seat vacancies; adding a new section to Meridian City Code, Section 1-7-11, regarding Meridian districting committee; city council districts; adopting a savings clause; and providing an effective date.

Hoaglun: You have heard the ordinance read by title. Does anybody desire it to be read in its entirety? And we notice Ralph isn't here tonight. Hearing none, will the Clerk, please, call the roll.

Johnson: Mr. President, is there a motion?

Hoaglun: Oh, that's right. We need a motion. Sorry about that. Thank you. Motion on this ordinance?

Borton: Mr. President?

Hoaglun: Councilman Borton.

Borton: I move that we approve Ordinance 22-1972.

Strader: Second.

Hoaglun: We have a motion and a second to approve Ordinance No. 22-1972. Will the Clerk, please, call the roll.

Roll call: Borton, yea; Cavener, absent; Bernt, yea; Perreault, yea; Hoaglun, yea; Strader, yea.

Hoaglun: All ayes. Ordinance has been adopted.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

7. **Ordinance No. 22-1973: An Ordinance (Aviator Springs – H-2021-0065) for Annexation of an Area of Land Being the Northeast One Quarter of the Southeast One Quarter of Section 32, Township 4 North, Range 1 West, Ada County, Idaho; and Being More Particularly Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 40.0 Acres of Land from RUT to R-8 (Medium Density Residential) (27.63 Acres); L-O (Limited Office) (1.64 Acres) and M-E (Mixed Employment) (10.72 Acres) Zoning District in the Meridian City Code; Providing that Copies of this Ordinance Shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date**

Hoaglun: Now we have Ordinance No. 22-1973. Could the Clerk, please, read this by title.

Johnson: Thank you, Mr. President. This is an ordinance related Aviator Springs, H-2021-0065, for annexation of an area of land being the Northeast One Quarter of the Southeast One Quarter of Section 32, Township 4 North, Range 1 West, Ada county, Idaho; and being more particularly described in Attachment “A” and annexing certain lands and territory, situated in Ada county, Idaho, and adjacent and contiguous to the corporate limits of the City of Meridian, as requested by the City of Meridian; establishing and determining the land use zoning classification of 40.0 acres of land from RUT to R-8 (Medium Density Residential) (27.63 acres); L-O (Limited Office) (1.64 acres) and M-E (Mixed Employment) (10.72 acres) zoning district in the Meridian City Code; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing for a summary of the ordinance; and providing for a waiver of the reading rules; and providing an effective date.

Hoaglun: We have heard the reading of Ordinance 22-1973 by title. Is there anybody who would like to hear it read in its entirety? Just to point out we are the legislative body here for the city and since the state legislature seems to like reading bills by -- in full, I -- no one wants to take that opportunity here, huh? Okay. Do we have a motion on this ordinance?

Perreault: Mr. President?

Hoaglun: Council Woman Perreault.

Perreault: I move that we approve Ordinance No. 22-1973 with the suspension of rules.

Borton: Second.

Hoaglun: I have a motion and a second to approve Ordinance 22-1973 with suspension of the rules. Mr. Clerk, please, call the roll.

Roll call: Borton, yea; Cavener, absent; Bernt, yea; Perreault, yea; Hoaglun, yea; Strader, yea.

Hoaglun: All ayes. Motion carries.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

8. **Ordinance No. 22-1974: An Ordinance (Rackham East Annexation – H-2021-0075) for Annexation of a Parcel of Land Being Lots 13 Through 16, Block 1, Lots 8 through 12, Block 2 of Rolling Hills Subdivision (Book 18 of Plats At Page 1,202, Records of Ada County) and Unplatted Land Situated in a Portion of the Northwest ¼ of the Southeast ¼ of Section 16, Township 3 North, Range 1 East, Ada County, Idaho, and Being More Particularly Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 25.76 Acres of Land from RUT to C-G (General Commercial) (13.76 Acres) and R-40 (High Density Residential) (12.00 Acres) Zoning Districts in the Meridian City Code; Providing that Copies of this Ordinance Shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date**

Hoaglun: Now before us is Ordinance No. 22-1974. Will the Clerk, please, read this bill by title -- ordinance by title.

Johnson: Thank you, Mr. President. This is an ordinance related to Rackham East Annexation H-2021-0075, for annexation of a parcel of land being Lots 13 through 16, Block 1, Lots 8 through 12, Block 2, of Rolling Hills Subdivision, Book 18 of Plats at page 1202 records of Ada County, and unplatted land situated in a portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 3 North, Range 1 East, Ada county, Idaho, and being more particularly described in Attachment "A" and annexing certain lands and territory situated in Ada county, Idaho, and adjacent and contiguous to the corporate limits of the City of Meridian as requested by the City of Meridian; establishing and determining the land use zoning classification of 25.76 acres of land from RUT to C-G (General Commercial) (13.76 acres) and R-40 (High Density Residential) (12.00 acres) zoning districts in the Meridian City Code; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing for a summary of the ordinance; and providing for a waiver of the reading rules; and providing an effective date.

Hoaglun: You have just heard this ordinance read by title. Is there anyone who wishes to hear the ordinance read in full? And, ladies, last chance to be on the record. Extra credit. All right then. Do we have a motion on this ordinance?

Perreault: Mr. President?

Hoaglun: Council Woman Perreault.

Perreault: First I would like to say I think Chris has a future as an auctioneer. I move that we approve Ordinance No. 22-1974 with the suspension of rules.

Borton: Second.

Hoaglun: We have a motion and a second to adopt Ordinance No. 22-1974 with suspension of rules. Mr. Clerk, will you, please, call the roll.

Roll call: Borton, yea; Cavener, absent; Bernt, yea; Perreault, yea; Hoaglun, yea; Strader, yea.

Hoaglun: All ayes. The ordinance is adopted.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

FUTURE MEETING TOPICS

Hoaglun: With that we have come to our next topic, which is future meeting topics. Do we have anything to bring up about future meeting topics?

Borton: Mr. President?

Hoaglun: Councilman Borton.

Borton: Just briefly. There has been a lot of public input and questions about the trophy that sits over my shoulder. I just wanted to explain briefly. That trophy actually is the Garage Time Fantasy Football League Championship that I was able to win this year. There has been a lot of questions and input asking about how that happened, so I just wanted to clear the record first by thanking Mike Hanneman, the Garage Time host. Roger Higginbotham, our commissioner, who does a fantastic job every year and to Jimmy Carr. Jimmy Carr, as most of you don't know, traded me as second and third round picks and with those pics I was able to get Cooper Kupp and Deebo Samuel. That paved the way for a great season, ultimately leading to a Garage Time Championship and the trophy that sits over my shoulders. So, a lot of -- a lot of people to thank. A lot of good folks involved in winning the championship. I'm proud to displayed it here in City Hall. Great efforts from a great league and appreciate those folks that made it all happen.

Hoaglund: Well, Councilman Borton, please accept my congratulations, but, please, know there will not be a parade thrown in your honor.

Bernt: Mr. Mayor?

Hoaglund: Councilman Bernt.

Bernt: Mr. President. Excuse me. Any Cap Part discussion this evening? No? Okay.

Borton: Just trophies.

Bernt: Just trophies.

Hoaglund: Well, let's go to the final item on the agenda and that is adjournment. Do we have a motion?

Borton: I move we adjourn.

Bernt: Second.

Hoaglund: All those in favor of adjourning say aye. Opposed? We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.
MEETING ADJOURNED AT 6:26 P.M.
(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

PRESIDENT BRAD HOAGLUN
ATTEST:

DATE APPROVED

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the March 22, 2022 City Council Work Session

Meridian City Council Work Session

March 22, 2022.

A Meeting of the Meridian City Council was called to order at 4:30 p.m., Tuesday, March 22, 2022, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Jessica Perreault, and Brad Hoaglund.

Members Absent: Treg Bernt and Liz Strader.

Also present: Chris Johnson, Bill Nary, Bill Parsons, Molly Medenblik, Brian Harper, Kendall Nagy, Mike Barton, Tracy Basterrechea, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

<input type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is Tuesday, March 22nd, 2022, at 4:30. We will begin this afternoon's work session with roll call attendance.

ADOPTION OF AGENDA

Simison: Next item is adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: On tonight's agenda under Item 13 we duplicated a number. It should read landscape improvements at No. 12 and No. 20 West Ada Street, instead of No. 12 and No. 12. So, with that change, Mr. Mayor, I move adoption of the agenda as corrected.

Borton: Second.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

CONSENT AGENDA [Action Item] Approved except Item 7

- 1. Approve Minutes of the March 8, 2022 City Council Work Session**

2. **Approve Minutes of the March 8, 2022 City Council Regular Meeting**
3. **Brightstar Meridian Partial Release of Water Line and Water Meter Easement**
4. **TM Frontline Subdivision Sanitary Sewer and Water Main Easement No. 1**
5. **TM Frontline Subdivision Sanitary Sewer and Water Main Easement No. 2**
6. **TM Frontline Subdivision Water Main Easement No. 1**
7. **Final Plat for Graycliff Estates Subdivision No. 2 (FP-2022-0005) by KB Home, Located at 684 W. Harris St. Vacated (to be heard April 5)**
8. **Final Plat for TM Center No. 1 (FP-2022-0009) by Brighton Development, Inc., Generally Located on the East Side of S. Ten Mile Rd. Between S. Vanguard Way and W. Cobalt Dr.**
9. **Final Order for Biltmore Estates Subdivision No. 4 (FP-2022-0007) by Engineering Solutions, Generally Located 1/4 mile South of W. Victory Rd., on the West Side of S. Kentucky Way and 1/2 Mile West of S. Meridian Rd.**
10. **Findings of Fact, Conclusions of Law for ACHD Ustick Maintenance Facility (H-2021-0029) by Engineering Solutions, LLP, Located at 3764 W. Ustick Rd.**
11. **Findings of Fact, Conclusions of Law for Quartet South Subdivision (H-2021-0088) by Brighton Development, Inc., Located on Parcels S043432586 and S0434325410, at the Northeast Corner of W. Ustick Rd. and N. Black Cat Rd.**
12. **Memorandum of Agreement Between Idaho Public Television and Meridian Police Department Regarding 360 Virtual Reality Video**
13. **Project Agreement Between City of Meridian with the Nampa and Meridian Irrigation District for Landscape Improvements at #12 and #20 West Ada St.**
14. **Mayor's Office: Net-Zero Budget Amendment in the Amount of \$13,150.00 Capturing Donated Revenues from Local Business Sponsors for the Support of Mayor's Youth Advisory Council (MYAC) Programs Including Treasure Valley Youth Safety Summit, MYAC Kick-Off, etc. and Do The Right Program Needs**

15. City of Meridian February 2022 Financial Report

Simison: Next item is the Consent Agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: One of the items, Item 7, the final plat for a Graycliff Estates Subdivision, we need to pull that off the Consent Agenda. It -- it is waiting for some additional documentation and we will put that onto the April 5th meeting. So, with that pulled off, Mr. Mayor, I move approval of the Consent Agenda and for the Mayor to sign and Clerk to approve.

Borton: Second.

Simison: I have a motion and a second to approve the Consent Agenda with Item 7 removed. 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: FOUR AYES. TWO ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

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

DEPARTMENT / COMMISSION REPORTS [Action Item]

16. Police Department: Fiscal Year 2022 Budget Amendment in the Amount of \$39,701.00 for Transition of the Current Part-Time Anti-Drug Coordinator Position to a Full-Time Position

Simison: So, next up we will go into Department/Commission Reports, Item 16. First item up as a Police Department fiscal year 2020 budget amendment in the amount of 39,701 dollars and it looks like we have Lieutenant Harper.

Harper: Good afternoon. I have Kendall Nagy here to potentially answer any questions that you guys may have or give a little more insight into this budget amendment. So, today I'm here to request that amendment -- budget amendment to the FY-22 budget for the part-time Anti-Drug Coalition coordinator being moved to a full-time position. It's a position we have had open now for almost 15 months. We were trying to work on this to accomplish it, obviously, before the FY-22 budget, but it just didn't work out at that time. So, again, we are asking to increase this to a full-time position, which will be an increase of 39,701 dollars as an ongoing cost. I will stand for any questions.

Simison: Thank you. Council, questions? Then do I have a motion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: If Kendall wanted to say anything I -- you traveled all the way over here. I would hate to -- okay. Yeah. Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I think this position is incredibly warranted and needed in our community. I'm excited to see this shift. I'm happy to make the motion that we approve the budget amendment in the amount of 39,701 dollars, which would transition the current part-time anti-drug coordinator position to a full-time position.

Hoaglund: Second the motion.

Simison: I have a motion and a second. Is there any discussion? The only thing I will say is with the opioid settlement coming in I know that there is going to be a lot of busy work to be done to help put those dollars to good use in our community and this will help achieve that goal. So, I'm very happy that we are able to move forward in this direction. So, with that ask the Clerk to call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglund, yea; Strader, absent.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

17. Mayor's Office: Overview of Neighborhood Grants Kick-Off Efforts

Simison: Next up will be from the Mayor's Office, an overview of the Neighborhood Grant kickoff efforts. Council, want to introduce Molly Medenblik, who has come on board and is now taking this program and moving it forward. So, Molly, I will turn this over to you.

Medenblik: Thank you. You got my last name correct, so good job.

Simison: I hope so.

Medenblik: Yeah. Well, Mr. Mayor, Members of the Council, thank you for letting me come before you and kind of give you an update on the Neighborhood Grants program. Like the Mayor said, my name is Molly Medenblik. I would -- I would like to start out by saying thank you to Emily in Legal and Diana in IT. If it were not for them I don't think this would be where it's at at the moment. So, thank you to both of them very very much. So, the -- for an update, the application is officially live. People -- residents or organizations in Meridian can now start applying for this. So, my big pitch at the moment is to kind of

get the word out that this grant is available to people. But the -- kind of a timeline that we have going on is the applications will be due on May 13th, which is a Friday. I did not plan on that being Friday the 13th. It just so happened to be that way. And so I would really like to kind of ramp up those efforts to let people know that this grant is available. So, when I came on board in January it was kind of a tight timeline to get this kind of off the ground and so I'm happy to say that we are there, but there are some -- there is more work to be done, of course, and as it's the first year we will probably have some hiccups that we will be able to fix along the way. But when the applications are due you guys -- the Council will be kind of deciding what the -- what projects will be awarded these funds. I would like to maybe offer that Parks could be a little bit involved in that as well, as this -- they will probably have a lot to do with where the projects are, since it's on public land or an easement, that it will probably be in a park or something like that. So, if I can kind of offer that up that they should be involved a little bit. But as -- there was a little -- some -- some changes along the way of -- we -- just with the -- the timeline changes that I mentioned. The application is due in May. We would like to have projects completed by September 9th. So, that would be kind of a -- a timeline that I'm looking at for -- hopefully for City Council after the applications are submitted to convene and, hopefully, award the project or projects by May 19th. So, I would be happy to kind of discuss this with you further on how we want to -- to work on that, if that's something that you guys would like to -- to change. Obviously, I'm open to that. So, I kind of want to give an update just that we are live ready to go and kind of the timeline. So, if you have any questions I can take them now or answer them at a later date.

Simison: Council, any questions?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Molly, did I hear right? The due date is May 13th and, then, the decisions will be made May 19th?

Medenblik: Yes, Mr. Mayor and President Hoaglund. Yes, that is kind of a tight turnaround, but, yes, that was -- and so I would like to offer if I could I would be happy to -- as the applications come to me send them along right away, so you can have the option to look at them as they come in. So, it's not kind of all at once you look at the applications. That would be totally up to -- to you guys.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Follow up on that, Molly, because it's not only Council's side of things, but if you include parks and they have things to look at, I just worry about if there is just a surge, everyone waits until the deadline and, then, all of a sudden you have lot of applications -- which being the first year the program I don't anticipate, but you never know. You know,

having staff with all their other work that they have going on that -- where do they fit that in? That's one of my concerns, so --

Medenblik: Mr. Mayor, President Hoaglund, I agree and I think there is kind of some -- concerns were kind of expressed a little bit with Parks as well that that is kind of a tight turnaround and so I was trying to balance that, having -- the applicants have time to get a project done by the end of the fiscal year with -- so, I'm trying to be respectful of everyone's time and I think I'm, unfortunately, short changing someone. So, I'm trying to find that balance. But I'm happy to kind of make adjustment -- adjustments.

Simison: And, Council, I think we can work to find something that -- that -- that makes sense, you know, as we move forward. It -- it's probably a little too tight, especially if we are talking about an award by Council on a City Council meeting without being noticed and those type of things. But we can work to set up a time -- knowing well in advance we can set up a time to -- to have the information scored and provided back and we can work on that and we will do our best part. But this is a little bit -- you know, in between people and wanting to get a new program off and get -- and try to see the benefit and value before we go into the budget session. You know, if we don't see people applying or we see a lot of people applying, it will help us -- help you all determine is this the right amount for this next budget year. Should it be less? Should it be more? So, that's why we definitely want to see what's -- what's coming in and what's of value heading into the budget process.

Medenblik: Sure.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: So, is this just for individuals or do neighborhood groups and associations -- homeowners associations apply and -- and are you reaching out to them specifically?

Medenblik: Mr. Mayor, Council Woman, yes, anyone can apply -- kind of what -- the direction that I took from when I listened to the direction that Jody had taken last May when this was approved, was we didn't really want to exclude anyone; right? Anyone could kind of -- so, I am looking at reaching out directly to neighborhood associations and organizations as well, but also trying to make sure that we are not excluding an individual who may want to apply. Just a regular person, so -- but, yes, I will be reaching out to -- to those as well, so --

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: A couple questions. You bet. Molly, remind me. Is this -- is this utilizing funds from last year's -- or I guess this year's budget from last summer, so the applicant knows

that they -- they have to stay within a set window? Is this the 20,000 dollar window? Fifty? Okay. Thanks. I worry, too, I guess -- it's -- one thing that might be difficult this go around is the folks that don't apply because of quick turnaround. So, two questions I will leave you with to -- I guess to chew on as part of the debrief. One would be after this is done would it be better to -- for this type of program to have kind of that spring window, a longer review time and, then, part of the decision making based upon the applicant's funding in the summer, to, then, do it the next year, so an applicant might have more time -- may be more willing to apply knowing that they have got the next fiscal year to get it -- the actual work done. That might encourage more participation. And, then, the other one is what type of vetting process that might be helpful for the Council to have, whether it's parks or a small committee or somebody review it if there is, for example, 25 grant applications it's probably not productive for us to weigh on all 20 -- and maybe you already have that structure set up, but two things to think about as this program evolves that at least --

Medenblik: If I can respond briefly, Mr. Mayor. Council Member. I -- I think -- and correct me if I'm wrong, Mr. Mayor, but I think the original plan was to kind of have this roll out last summer a little bit, but I think with --

Borton: Sure.

Medenblik: -- staff changes it just kind of was a little bit shortened timeline. So, I think we are all on the same page. We would like to give everyone maybe a little bit more time with this. So, I think that's the number one thing to kind of make a mark about for next year. And then -- I had a comment for your second -- what was your second --

Borton: Kind of some -- sort of vetting committee or --

Medenblik: Oh, yeah.

Hoaglund: -- group that helps thin the herd a little bit.

Medenblik: Yes. So, I have a couple ideas that I would love to maybe kind of run past Council with that a little bit, but for this particular year I have developed -- I have a rough draft of a rubric at the moment that I did kind of run past a few Council Members that I will -- I got to fix it up a little bit and I can send it out to you, so you guys can look at that before you have any projects in front of you. That would, hopefully, be a good starter for -- for all of you, but also kind of what I mentioned, maybe Parks and Rec would probably be a great place to have somebody involved with that and I would be open to suggestions, anybody else with the city that should probably be involved to help you guys make the best decisions, so --

Borton: Great. Thanks.

Medenblik: Yeah.

Simison: Yeah. If I could -- my understanding was it was Council's preference to be the only reviewer, determinator of all of them and not have them weeded out by others. That's the direction that I heard. If that's not the case we are happy to re-address that and we have got time to modify that process.

Borton: Mr. Mayor, I'm -- I'm fine with either. I have experience doing the latter as grant reviews for nonprofits and you might have 50 -- even 50 applications, 17 are dead from the word go, which is the nature of receiving applications, so --

Medenblik: Sure. I'm fine if we do it, but I don't know if it's the most productive way to do it.

Simison: Fair enough. Council Woman Perreault.

Perreault: I appreciate Councilman Borton's thoughts on that as far as the timing of -- of the next -- next go around, because a lot of the homeowners associations especially have their annual meetings in the -- in January, February, March and they may want to add funds to whatever grant they get to work on a project that they have had set aside. So, if that can be done a year in advance and maybe start the applications for next year sooner, then, that may -- we may get more applicants, because not only do they have time to plan, but they have time to plan something bigger if they decide to do it that way. But as far as review goes for me I would rather they all be reviewed by you and, you know, you will have your set of criteria and, then, whoever else -- I -- I'm comfortable with having a committee or the Parks Commission or whoever is decided to review in advance and, then, just get kind of a spreadsheet for us that takes all of the criteria you have decided, plugs that in, whether there is a scoring system or whatnot, and then -- and, then, provides that to us. It's really -- it would be challenging for me to read them as they came in and, then, try to remember and go back and reference. I would rather just kind of have -- like you said, it -- say you are doing a rubric of -- yeah. That would be much more helpful and just do it at one time and then --

Medenblik: Sure.

Perreault: -- and, then, go that route.

Borton: Just one final --

Simison: Councilman Borton.

Borton: -- Mr. Mayor. Molly, I think it's great. My comments aren't to disrupt anything or change anything. I know it's an evolving process. We are going to learn a lot from this one, so thank you for tackling it. And, of course, we will make the best of this year and evolve, so good job.

Medenblik: Final comments, Mr. Mayor? I just wanted to say thank you to all of you again. Maybe I can kind of send you all an e-mail individually, kind of gather your thoughts

and, then, kind of compile them a little bit and see what's the best way to move forward with -- for this year specifically, like how to kind of score these projects and what's the best way to move forward. So, if that works for all of you I will be reaching out to you that way. So, great.

Simison: Thanks, Molly.

Medenblik: Thank you, Mr. Mayor.

18. Parks and Recreation Department: Fiscal Year 2022 Budget Amendment for a Not-To-Exceed Amount of \$2,098,000.00 for Lakeview Golf Course Improvements

Simison: So, speaking of parks, next item on the agenda is Parks and Recreation Department fiscal year 2022 budget amendment for not to exceed amount of 2,098,000 for Lakeview Golf Course improvements and I'm going to turn this over to -- to Mike.

Barton: Good afternoon, Mayor and Council. We were here a couple of weeks ago with you discussing the bid results for the Lake -- Lakeview Golf course capital improvement projects, the irrigation system and cart paths. At that time we gave you three options, one, two and three. There was a variety of costs and, you know how much -- how much do you want to move forward with at this time or do you want to do something this year or some next year? It was Council's preference to move forward with option one, which included the entire irrigation system replacement, including the -- a new pumping system and, then, also concrete cart paths and, then, at that time we talked about budget and what we have in our existing budget and if we do move forward with this that we would need to come back with a budget amendment that was discussed a little bit. So, our existing budget right now is 2.69 million. Seven hundred and fifty thousand dollars of that came from WARD's contribution this year via the -- the Meridian Pool Agreement. So, in order to move forward with a contract for that option one, we would need a budget amendment of 2,092 -- two million 98 thousand. Got that right. It's not that cheap. And this -- this is the amount that we had as a placeholder in the CFP for FY-23. So, if this budget amendment is approved, then, that placeholder would go to zero. So, with that I will stand for questions.

Simison: Thank you. Council, questions?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I think I was gone from the meeting, but I didn't watch it and fully support all of Council's decision on that option to go forward with this budget amendment.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: No other questions, I'm happy to move that we approve the Parks and Rec budget amendment for 2022 for not to exceed amount of 2,098,000 dollars for Lakeview Golf Course improvements.

Perreault: Second.

Simison: I have a motion and a second to approve Item 18. Is there any discussion? If not, Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglund, yea; Strader, absent.

Simison: All ayes. Motion carries. Thank you.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

19. Construction Contract Between the City of Meridian and Lexicon, Inc. dba Heritage Links for Public Works Construction of Lakeview Golf Course Irrigation and Cart Path Improvements in the Not-To-Exceed Amount of \$4,379,150.00

Simison: We will leave you there for the next item, too.

Barton: I'm up -- I think I'm up next.

Simison: Item 19, construction contract between the City of Meridian and Lexicon Incorporated, dba Heritage Links for public works construction, Lakeview Golf Course.

Barton: Mr. Mayor and Council, now that we have the money, we are asking for your approval of a contract to Heritage Links in the amount of 4,379,150 dollars. The -- the bid results were right in line with our opinion of cost. It was about as close as you could possibly get, even though we had one bid. We -- we have a contractor that comes highly recommended from other golf courses and they are ready to go and -- and start this June. So, with that I would ask for your approval or -- and I will stand for questions.

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

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. Mike, remind me -- there is a contingency built in here; right? And -- I mean you never know when you are going to start digging stuff up what you are going to find, especially with irrigation, so --

Barton: Yeah. Absolutely. Mr. Mayor, Council Woman Perreault, in addition to some Idaho Power connection fees and construction administration, we have a five percent contingency on top of that in our budget. So, for that unforeseen, you know, circumstance -- we need to bore under some streets and dig around utilities and we just -- we don't -- we don't know, so yeah.

Simison: Please -- please don't hit any water and sewer lines.

Barton: We are going to -- absolutely not to try.

Cavener: Anybody got any salt?

Barton: Yeah.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: You got the state's best procurement champion here. So, I got to call him up and -- just anything, Keith, that you think we ought to know or be aware of on this?

Watts: No. Like Mike said, the company is highly recommended. They had great references. The bid did come in right at near our estimate and I think they are good to go. They have their bonds and insurance everything ready. We are ready to roll.

Borton: Okay. Good. Thanks.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Question, Keith. Is it just the nature of the busyness out there that we are just --

Watts: It is. We -- we actually sent it directly to five contractors that were -- seemed to be interested and I can tell you we had an unbelievable amount I believe -- 15 different agencies picked up the bid and looked at it -- or firms and bid -- bid rooms. It got out there. It got lots of advertising. Yeah. I didn't hear anything negative about our -- the biggest thing when we get a single bid is that there is a problem with the specs and plans. That was not the case in this instance. We just have to assume people are busy. It's not uncommon right now to get one or none. It's tough.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Mike, what's the Parks Department's plan for public awareness, notifying neighbors in that area and notifying players, season pass holders?

Barton: Great question. So, we have -- the golf course has a website that -- that everybody is on a -- on a list that if you have ever played a round of golf at Lakeview you are on a -- you are on an e-mail list. So, we can send a blast out that way. We can communicate through NextDoor. I was going to put up some project boards in the clubhouse so people could kind of get excited about the improvements. As -- as we get a little farther into it we -- we can -- we can have an in-person meeting every other week at the clubhouse. Yeah. In -- in the morning during business hours, so if somebody has a concern or they want to meet the team, you know, we could get him involved that way. So, until -- well, if it -- if everything goes well tonight we will have a -- we have the budget and we will have a contract. We need to get a firm start date and, then, we will put in place a good -- a good communication plan to get -- to keep people informed. I mean the last thing -- what we want to do is we want to be proactive and get -- get that information out. We don't want to be reactive, because it's way more worse that way, so -- we will -- we will do our best to communicate early and often.

Simison: Council, any further --

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Mayor, we knew when we began this process a long time ago this was part of the initial conclusion, so I'm happy to move a -- make a motion that we approve the construction contract between the City of Meridian and Lexicon, Inc., doing business as Heritage Links for the public works construction of Lakeview Golf Course irrigation and cart paths improvements for a not to exceed amount of -- oh, boy, here we go -- 4,379,150 dollars.

Perreault: Second.

Simison: I have a motion and a second to approve the contract. Is there any discussion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mike, Keith, kudos to you and your team to get this moving and grooving and appreciate your help and insight. It's helpful.

Barton: Really, Mayor and Council, I just -- I -- I want to -- I want to let you know how -- how Keith really pushed to get this to go back and forth with the company and prioritize this, because we were -- we were kind of in a -- in a tight window, because they were only

going to hold their price for 30 days, so -- and Purchasing Department, Legal Department, Ted Baird really stepped up and made it happen.

Watts: Thanks, Mike, for that. That is something to -- to point out and to keep in mind that -- that having somebody keep their bid for 30 days is even tough right now, so I appreciate you guys acting quickly. Future bids I think we are running into -- just to let you know future -- we are running into situations where some products they won't even give you a price at this point. They are long lead times, big dollars, and they just -- right now our suppliers are telling us we will tell you what it costs when it comes in, because they can't get a price from the manufacturer. It's just getting worse by the day. Just to give you a heads up that's what we are after. So, I -- I appreciate you guys acting fast on this and -- and letting us turn this guy loose.

Simison: Thank you, sunshine. With that we do have a motion. Any further discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the contract is agreed to.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

EXECUTIVE SESSION

20. Per Idaho Code 74-206(1)(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code

Simison: With that, Council, we have reached Item 20 on the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we go into Executive Session per Idaho Code 74-206(1)(d) .

Borton: Second.

Simison: I have a motion and a second to go into Executive Session. Is there any discussion? If not Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglund, yea; Strader, absent.

Simison: All ayes. Motion carries and we will move into Executive Session..

MOTION CARRIED: FOUR AYES. TWO ABSENT.

EXECUTIVE SESSION: (4:57 p.m. to 5:17 p.m.)

Simison: Council, do I have a motion?

Hoaglun: Mr. Mayor, I move we come out of Executive Session.

Borton: Second.

Simison: Motion and second to come out of Executive Session. All in favor signify by saying aye. Opposed nay? The ayes have it.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: I move we adjourn the work session.

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

MEETING ADJOURNED AT 5:17 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 March 22, 2022 City Council Regular Meeting

Meridian City Council

March 22, 2022.

A Meeting of the Meridian City Council was called to order at 6:00 p.m., Tuesday, March 22, 2022, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Jessica Perreault and Brad Hoaglun.

Members Absent: Treg Bernt and Liz Strader.

Also present: Chris Johnson, Bill Nary, Alan Tiefenbach, Tracy Basterrechea, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

<input type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglun	<input type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, call the meeting to order. For the record it is Tuesday, March 22nd, 2022, at 6:00 p.m. We will begin this regular City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Our next item is the community invocation, which tonight will be delivered by Cindy Reese. If you all would join us in the community invocation or take this as a moment of silence and reflection. Cindy, thank you for being here. Either one.

Reese: Our Heavenly Father, we are so grateful to be here this evening. We are grateful to live in this community. Grateful to live in this country. We ask a special blessing at this time on the parts of the world our brothers and sisters who are involved in conflict that they may be protected, that this will be ended soon. We ask thee, Father, to be here, that our spirit -- that thy spirit will guide and direct the discussions and that good decisions will be made on behalf of the community. We are thankful for the service of those who choose to lead and we ask the blessing upon them and their families and we say this in the name of thy son Jesus Christ, amen.

ADOPTION OF AGENDA

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

Hoaglun: Well, Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: We do have a few changes to our agenda this evening. Item No. 2 is going to be continued in order for the city and the applicant to update the public hearing notices and update the project description to actually straight the increased acreage that is involved. Also on Item 3 and 7, we are going to open those for the sole purpose of continuing the hearing to a new date before we get to Items 4, 5 and 6. So, we will move seven up to like a 3-A and we will handle both those items and, then, with that, Mr. Mayor, I move we adopt the agenda with these modifications.

Cavener: Second the motion.

Simison: I have a motion and a second to adopt the agenda as modified. 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: FOUR AVES. TWO ABSENT.

PUBLIC FORUM – Future Meeting Topics

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

Johnson: Mr. Mayor, we did, but they indicated they wanted to speak about the Item 4 Victory Commons and they have also signed up on that topic.

PROCLAMATIONS [Action Item]

1. Meridian High School Wrestling State Champions Day

Simison: Okay. Thank you very much. Well, then, we -- we get to have another proclamation this evening for Meridian High School. So, with that we will go ahead and go on down and if any of the Council Members want to join in their garb or otherwise, feel free to come down, but if I could have the coach and the team join me at the podium that would be great. Well, this is becoming a great tradition seeing Meridian High School come in for state championships, not only in wrestling, but we have had some of your other sports teams here over the last couple years and you see we are wearing last year's garb, so don't hold it against us. We would all like it and we wear it whenever we can. It just may be a little snugger than it was a year ago for all of us that -- it's coming out of winter. That's -- that's what that is. So, we -- we do take -- love this opportunity to congratulate our youth who are achieving highly in all things, but especially like to do it

for those in their athletic achievements and so we are going to do a proclamation. Their names -- we have another proclamation that goes into the record, so their name will always be in there on that proclamation. We don't try to do it -- so, I don't butcher everybody's name. But after we do this we would love to have all the team come -- after the coaches speak have all the team members come up and say their name, their weight, their year from that standpoint, so we can get that on the record. So, with that: Whereas being a Meridian High School wrestler is more than scoring points, escapes, takedowns, pins, and achieving state titles, it is training to build leadership, character, confidence, teamwork and resilience, all traits needed to succeed on the mat, in the classroom, and in the real world and whereas after a year of adversity and injuries and not only state title for 34 years, back to back state championships showed just how far the Meridian wrestling program has come and whereas the hard work racked up 290.5 points, providing two individual champs, four second place finishers and eight more places to bring home the 2022 state wrestling championship trophy and whereas the Meridian Warriors conquered the competition for a second straight 5A state championship banner and whereas the leadership, training, and discipline of their coaches helped all team members to focus their talents, passion, and determination to become a winning team, with each player making valuable contributions to their victory. Therefore, I, Mayor Robert E. Simison, hereby proclaim March 22nd, 2022, as Meridian High School Wrestling State Championships Day in the City of Meridian and call upon the community to join me in congratulating the Meridian High Warriors on the remarkable athletic achievement and for representing Meridian so proudly in the state tournament. Congratulations. Coach, would you like to come up and say a few words?

Muri: Howdy, everyone. Hey, there is Isaiah Twait right on time. One of our fine homeschoolers. Yeah. Just really -- everyone that's here was there at the state tournament. It was a -- it was a wild year and a wild tournament. I'm just really proud of this team and the resilience they showed. A lot of adversity overcame at the tournament. We lost a couple kids to injuries and, yeah, they fought as a team top to bottom for those two days and definitely made some history. So, just super proud of -- just of their grit and their toughness and really grateful for this group of kids. So, thank you.

J.Muri: Hello. I'm John Muri, associate head coach, one forty-nine. But really proud of this group. This is a -- it was a wild ride and looking forward to running back for -- for a three-pete next year. But really awesome group.

Simison: If each of you want to come up. I also have a City of Meridian pin that we will provide to you and, then, we will do a group picture after that. Sound good?

Gooley: All right. Carson Gooley, wrestled at 195, and I'm a sophomore.

Kimes: Zac Kimes, wrestled at 126, and I'm a senior.

Arnold: Gabe Arnold, 98 pounds, and a freshman.

Papa: Matthew Papa. Well -- Matthew Papa, 120, and I'm a sophomore.

Mack: Parker Mack. Wrestled 152. I'm a senior.

Howie: Judah Howie. One thirty-eight. Also a senior.

Argana: Fabrizio Argana. Wrestled at 190 and I'm a sophomore.

Smith: Alex Smith, 220, and I'm a junior.

Ohlund: Lizette Ohlund, 126, I'm a junior.

Sears: Lucas Sears, 170, senior.

Gonzales: Jamiah Gonzalas, 106, I'm a freshman.

Dickerson: Teigan Dickerson, senior, 113.

Smillie: Tristan Smillie, 160, and I'm a junior.

Sunada: Brodyn Sunada, 152, and I'm a senior.

Mara: Jason Mara, 138, and I'm a sophomore.

Ramos: Hunter Ramos. I'm 145 and I'm a senior.

Twaite: Isaiah Twait, 170, and I'm a junior.

Hoaglund: Well, Mr. Mayor, as you are getting the podium ready for our meeting time, just want to comment as an alum of Meridian High School I'm -- I'm -- I'm looking forward to a dynasty starting right now. I think that would be awesome. We can bring these up every year and -- and for the guys -- they can -- I think they can still hear me out there. Remember this moment when you spoke before City Hall. Okay? Remember the weight you said, because 40 plus years later you are going to go I weighed that? Anyway, just a piece of advice.

ACTION ITEMS

- 2. Public Hearing and Findings of Fact, Conclusions of Law for Apex West Subdivision (H-2021-0087) by Brighton Development, Inc., Located on the North Side of E. Lake Hazel Rd., Approximately 1/4 Mile West of S. Locust Grove Rd.**
 - A. Request: Preliminary Plat consisting of 208 building lots (207 single-family and 1 multi-family) and 34 common lots on 96.08 acres in the R-2, R-8 and R-15 zoning districts.

Simison: All right. Council, so with that first item up is Item 2, public hearing and Findings of Fact, Conclusion of Law for Apex West Subdivision, H-2021-0087. The public hearing is still open. Mr. Nary.

Nary: Yes. Thank you, Mr. Mayor, Members of the Council. So, in our conversation yesterday with Planning and with the applicant we realized as we resolved the issues of the land that we had discussed at the prior hearing about whether there is a parcel or the entire parcel, we reset it, we added 34 acres onto this parcel and we didn't send a new notice out. So, I spoke with them, they are in agreement, we will renote it for the April 5th meeting. That's the only glitch in this and so we just asked for a continuance to that date and we can finalize the --

Simison: April 12th.

Nary: April 12th. Yes. You are right. April 12th. I apologize.

Simison: Council, do I have a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: And I move that we continue the public hearing for H-2021-0087 to April 12th.

Cavener: Second.

Simison: I have a motion and a second to continue the public hearing until April 12th. 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.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

3. Public Hearing for Eagle Crossing (H-2021-0104) by Wadsworth Development Group, With the Project Location Encompassing the Five Existing Lots Located at the Southwest Corner of S. Eagle Rd. and E. Ustick Rd.

- A. Request: Modification to the Existing Development Agreement (Inst. #2019-121599) for the purpose of updating the existing concept plan.

Simison: So, next up is a public hearing for Eagle Crossing, H-2021-0104. This -- I -- I know that this -- do we open this one or do we not do anything since the posting was incorrect?

Nary: So, Mr. Mayor, yes, so this one the posting was incorrect, so we can't open the public hearing, so it is just a continuance.

Simison: Okay. Do we need a motion to continue it?

Nary: Yes.

Simison: Okay. No, he said we don't open it, because it wasn't -- that's what I was trying to figure out.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we continue H-2021-0104 for April 12th.

Cavener: Second.

Simison: I have a motion and a second to continue the public hearing until April 12th. 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 until April 12th.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Simison: Next up is a public hearing for Victory Commons Condominiums, SHP-2022-0002, and we will open this public hearing with staff comments from Alan. Oh, I'm sorry. I apologize. So, I need to do Item 5 next or seven next?

Nary: Seven.

7. Public Hearing for Copper Canary (H-2022-0009) by ALC Architecture, Located at 2590 N. Eagle Rd.

- A. Request: Modification to the Existing Development Agreement (Inst. #104129529) to remove the subject property from the agreement and prepare a new development agreement with an updated conceptual development plan, removal of the requirement for conditional use approval of any future uses on the site, and requirement for access to be taken from the north via the future backage road with emergency only access from the south.

Simison: Okay. Okay. Sorry. Next up is public hearing for Copper Canary, H-2022-0009.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we continue H-2022-0009 to April 12th.

Perreault: Second.

Simison: I have a motion and a second to continue the public hearing until April 12th. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the hearing is continued.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

4. Public Hearing for Victory Commons Condominiums (SHP-2022-0002) by BVA Development, Located at 2976 S. Meridian Rd. (Lot 4, Block 1 of Victory Commons Subdivision No 2)

- A. Request: Short Plat for 10 commercial condominium units on 2.42 acres of land in the C-G zoning district.

Simison: Now going back to Item 4 is a public hearing for Victory Commons Condominiums, SHP-2022-0002. Open this public hearing with staff comments from Alan.

Tiefenbach: Greetings, Mr. Mayor, Members of the Council. Alan Tiefenbach, planner with City of Meridian. This is a proposal for a short plat. The property is zoned C-G, located at the northeast corner of South Meridian Road and East Victory Road. The subject property contains a -- just about a 30,000 square foot building, which was approved by CZC in 2020. At the time the CZC was approved the property was constructed on a lot that was in the Mussell Corner Subdivision. Sometime after that in June of 2020 the property was replatted as Victory Common Subdivision. First it was Lot 4, Block 1, then, they did some adjustments to the lot and, then, it became a Lot -- Lot 2 of Block 2. This proposal is merely to subdivide the existing building into ten tenant spaces. So, nothing other -- nothing else is happening. You would remember the second plat came in front of you a few months ago, Council, that you approved. Again, so this building is existing and they are just subdividing it into ten airspaces for ownership purposes. We have deemed it as being in compliance. That's really it for this presentation, Council.

Simison: Thank you. Council, any questions for staff? Okay. Is the applicant here? State your name and address for the record and be recognized for 15 minutes.

Petersen: Yes. Mayor, Council, Tonn Petersen, 2775 West Navigator, Suite 220, in Meridian. My name again is Tonn Petersen. I'm with Ball Ventures Ahlquist. I don't need the full 15 minutes, just need a couple of minutes. It's already been stated pretty clearly and we are very appreciative of staff and their -- and their help. As -- as was stated this is a final -- well, before Council previously, dating back two years, a final plat consisting of four commercial lots and approximately 16.74 acres in C-G zoning district. This is what we refer to as Victory Commons. The phase one plat of that development was recorded in 2020 and, then, I think several weeks ago -- in fact, it was four weeks ago the phase two plat came before Council. That's now being routed. And as stated there is a 30,000

square foot flex building as we call it, that will have multiple tenants who will own individual units. In that flex building on this phase one and for that reason we have put forth the commercial condo plat and we are just appreciative of -- of Council, we are appreciative of staff. I believe, Mr. Mayor, was -- was at the groundbreaking of this site several years ago and it's -- it's amazing to see how fast it's -- it's sprung up from there. So, just really wanted to express appreciation on behalf of the company for the -- the assistance that we have been provided, as well as appreciation to the surrounding neighbors. Of course, development and change is hard and we have enjoyed a -- a dialogue with the neighbors and are always looking forward to -- to find ways to -- to create that continuing dialogue with them. So, with that I stand for any questions.

Simison: Thank you. Council, any questions for the applicant?

Petersen: Thank you very much.

Simison: Thank you. Mr. Clerk, do we have anyone signed up to provide testimony?

Johnson: Mr. Mayor, we had three people sign up, none indicated a wish to testify, but I believe some members of the public are here with questions.

Simison: Okay. If there is anybody that would like to provide testimony, if you would like to come forward now. Please come forward and if you can state your name and address for the record and you will be recognized for three minutes.

Brown: My name is Tammy Brown and I live directly behind at 2985 South Andros Way. I just became aware of this from this mailer. My questions are -- is I would like to know the height of the project and the impact of the traffic. Are already right now -- because the Kuna traffic is just -- you can't even get out on Meridian without really having to really punch it to get out. So, the traffic is a big impact there. I wanted to know how much more traffic those would generate. And also construction hours. What time the construction would start, how early in the mornings, the types of heavy equipment. Are there going to be lots of dirt, because we had that nursery there before and everything around our house is filthy at all times. I wanted to know the type of construction dust and if there are going to be lots of obstructions, you know, blocking off roads to get in and out of the -- because it's -- it's a big area right there. So, I just -- I was just wanting to know the impacts to us as neighbors. Thank you.

Simison: Thank you. Council, questions? Okay. Is there anybody else that would like to provide testimony on this item? Or if there is anybody online you can use your raise your hand feature. Seeing none, would the applicant like to come and close?

Petersen: Thank you, Mr. Mayor, Council. Appreciative of -- of I believe Ms. Brown's questions and I will make myself available to provide more -- more detailed information, both hereafter and also can -- can meet with Ms. Brown on site to just answer anymore further detailed questions. On a very high level, the good news is in terms of the construction hours, this project, that the flex building, is near completion. The construction

hours are -- they do not exceed what's required under -- under city code and -- and I can certainly provide that detail to -- to Ms. Brown and in terms of the traffic, the -- the impact has been addressed through the traffic impact study. The existing traffic that we have now has been mitigated somewhat by a U-turn that's been -- some enhancements along the existing arterial roads, including a U-turn there at Meridian, which doesn't seem like a -- a big deal, but it actually is an incredible enhancement in terms of keeping the traffic flowing through that site and so happy to provide that -- that information. Again, I will provide my -- my personal contact information and can meet Ms. Brown and any other neighbors who would like to out at the site this week. The height of the project I -- I have Hallie Hart, our associate engineer, with us here today. We are checking the specifics of that, but I believe it was approved at 30 -- not to exceed 38 feet and I believe it's at 32 feet is what -- up to the parapet. That may be off by a foot or two, but, again, I can make sure I have that exact information for Ms. Brown.

Simison: Thank you. Council, any questions?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: No questions specifically. I just wanted to say that -- just to clarify that the purpose of our hearing is -- here this evening is just to decide if the applicant is permitted to split this into commercial condominiums where they can individually sell. It doesn't have to do with approval of the building, building size, or location. So, thank you to the applicant for being willing to answer those specific questions. I hope you can connect this evening.

Petersen: Thank you.

Simison: Thank you. Council, any additional questions?

Petersen: Okay. Thank you.

Simison: Thanks.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: No questions, I -- I move that we closed the public hearing on No. 4, SHP-2022-0002.

Perreault: Second.

Simison: I 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: FOUR AYES. TWO ABSENT.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move we approve Item 4, short plat for Victory Commons Condominiums, SHP-2022-0002 as presented in the staff report on the date of March 22nd, 2022. Thanks for the --

Perreault: Second. Second that motion.

Simison: I have a motion and a second to approve Item SHP-2022-0002. Is there any discussion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: A quick comment on me dovetailing on Council Member Perreault's comments. Ms. Brown, I appreciate you coming and testifying tonight and I know it's frustrating when you get a card about a project and you want to come and learn more. This annexation was before us about a year ago and I will tell you Council discussed height at great distance. I live one neighborhood over you off of Victory, so the impacts on -- on Victory and Meridian Road were discussed at great lengths up here and I think that the applicant has done a good job of responding to a lot of the concerns from Council at that time and I appreciate the applicant wanting to meet with you one on one to make sure your specific questions are addressed as well. Okay. Not a problem. That's -- that's why -- Mr. Mayor, sorry.

Simison: Councilman Cavener.

Cavener: I know that we don't try and talk when people aren't on the record, but that's the reason why we have these meetings, so the public can learn more and get their questions answered. So, with that, Mr. Mayor, I'm happy to call for the question.

Simison: Okay.

Perreault: Mr. Mayor?

Simison: The question has been called --

Perreault: Oh.

Simison: Would -- would --

Cavener: I'm happy to -- to relinquish if Council Member Perreault has got some comments or questions.

Simison: The question has been removed. Council Woman Perreault.

Perreault: Question -- which question has been removed. I'm sorry.

Simison: Oh. The question that he -- he basically called for the vote.

Simison: Oh. Got it. Yes. I did not have any further questions. I just wanted to follow up on something that -- that Councilman Cavener had stated. If you would like to get in touch with the city clerk here, Chris, he can give you the link to the project. That was originally approved and you can look at what was intended with maps and information and you might be able to also access that from our website, just so you can understand fully what's intended to happen there. Sorry about that. Thank you.

Simison: Okay. With that ask the Clerk to call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglun, yea; Strader, absent.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

5. Public Hearing for Moberly Rezone (H-2021-0089) by Carl Argon, Located on Parcel R0406010125, South of W. Broadway Ave. Between NW 2nd St. and NW 1st St.

- A. Request: Rezone 0.159 acres of land from I-L to O-T to allow a duplex.

Simison: Next item up is a public hearing for Moberly Rezone, H-2021-0089. We will open this public hearing with staff comments.

Tiefenbach: Thank you, Mr. Mayor, Members of the Council. So, this is a proposal to rezone from I-L to OT. The property is roughly .16 acres in size, zoned I-L, located south of West Broadway Avenue between Northwest 2nd and Northwest 1st, literally just a five minute walk down the street here. Okay. So, the subject property is an existing vacant lot. Again, like I said, consisting of .16 acres, which is zoned I-L along Northeast 1st Street. I will go to some pictures here. If you look at the picture on the right that's

Northwest 1st Street. This is predominately single family, multi-family, and duplexes. Nearly all of this is at least 50 years of age. Some of these houses actually go back longer than that. West of the property is a mixture of industrial uses. A food bank, a religious facility and residential, both single family and attached. There is actually industrial directly behind the subject property. North of the property is single family attached and multi-family. One of the properties approximately a hundred feet to the north, you can see here, is actually already zoned OT. There are railroad tracks here. It's about 200 feet south of the property and there is an alley, which you can't see very well, but it borders the property and that is what you can see in that picture there. The applicant proposes to construct a duplex on the subject property once the rezone process is concluded. Although the plan does specifically mention multi-family residential over ground floor retail or office uses being part of Old Town, the property is surrounded on three sides by existing one story residential and multi-family, with only a small number of industrial and non-residential uses. Although a work/live situation is possible, because the subject property is on a residential street with no commercial frontage, staff finds the proposed residential use in this area would be appropriate. The subject property would be alley loaded. That's, again, what you see here. This -- the reason for this is it brings the building closer to the street and it removes garages and driveways from the front view of the house. This is consistent with the new urbanist principles where you want to have houses brought to the street, buildings brought to the street, porches, those kinds of things and you want to deemphasize garages. Access would occur via this alley. This is the alley here. I actually did what I call the Tundra test, which is my gigantic truck and was able to get it back there to where the -- if I can get my truck back there you can land a 747 back there. So, there is enough room to get in the -- the actual access to the property is right on the other side of this little shed here. You can see that's the alley back there where that fence is. At present, although you can't really see it, there is a dumpster blocking the alley. That's what you see here. The way that you have to get in at present, because of that -- that dumpster is you have to come down Broadway and, then, you go south on North 2nd and, then, you turn and go east on Railroad Street and you -- you come up into the alley here. This is a one way street here. Staff supports the -- staff supports this application and recommends approval. However, at the time we did think there needed to be some adjustments made to the duplex. The original version, which you saw in the staff report, it showed like a combined front entrance inset for both units and there wasn't really any overhang, it didn't really -- it wasn't really consistent with that new urbanist principle, the front porches, and that whole thing. Because it's near the downtown core and provides for Old Town, that was one of the things we thought would be an element of that. Its walkability. Its sociability. Its sense of community. This being the first project developing in this area, we wanted to make sure that we set the right pattern for things to continue like that. That was our recommendation -- recommended condition of approval at the Planning Commission. Since that time the applicant has submitted revised elevations. So, originally, there was just an inset here. Since that time they have put on a little porch over here. I think it's six wide by 30 long. They could probably double check. They -- they could probably correct me on that, but this is sufficient size. We just want to make sure there was enough room for somebody to actually be able to sit out in front of their duplex on a summer day or even a cold day. Meridian Planning and Zoning heard this item on February 3rd at the public hearing. The

Commission did move to approve this subject zone request. Their only comments were that they -- the Planning Commission wanted to make sure architectural design and materials were generally consistent with the neighborhood aesthetics, which totally makes sense. I looked at this -- if you look at a lot of the buildings in the neighborhood - - and you can see them here -- a lot of them are brick and clapboard siding with pitched roof and dormers and that was what I had originally talked to the applicant about to make sure that the architecture -- we don't -- we don't want to mimic the historic structures, it's one of the principles of historic preservation, but we did want it to respect the historic structures. There were a few -- there were a few citizens that showed up to the hearing. The concerns they expressed were about, first of all, being two stories. They had some concerns about the alley. The alley is being used for things other than parking or -- or the alley is being used for parking and the alley is being used -- like they have a -- a dumpster, like I said, blocking the alley. The alley is actually a public right of way. It shouldn't be used for parking. So, there was some concerns about the access occurring in the parking. Staff reminded the Planning Commission and the -- and the citizens that you can't park in the alley. That's a public right of way. The public gets to have access if it's a public right of way. There was some comments about the -- the area being industrial and some concerns about whether the rest of it was going to turn residential. The one thing I wanted to mention is there was a lot of discuss on the -- there was some discussion with the Planning Commission and the citizens on the two story nature of the house and it's important to mention to you that the Old Town zone district requires a building to be two stories and at least 35 feet high. You can't actually build a one story building in OT. It has to be two stories. That's, again, to -- to try bring that -- that -- that Old Town walkability and building going -- you know, allowing additional density and trying to promote commercial on the bottom and -- and residence on the top. So, with that it's a very simple rezoning. I think the applicant is here this evening and with that I would stand for any questions.

Simison: Thank you, Alan. Just on that last point, I -- I thought that it -- single family residential or residential -- is it because it's not a single family residential, it's a duplex that it's -- that there wasn't the 35 foot height requirement on all structures if they were just residential, but maybe it's because it's not single family residential.

Tiefenbach: The -- no. The Old Town recommends that -- that structures be at least 35 feet high. It could -- most of this neighborhood is all is zoned in I-L. The only structure right now that is -- there is only one piece that's zoned OT at this point, but OT requires 35 feet height and at least two stories.

Simison: Okay. Council, any questions?

Tiefenbach: It's the -- it's the only zoning district I know of really in the city where instead of saying this is your maximum height, it says this is your minimum height.

Simison: I knew it was a minimum, but I didn't think it applied to only residential structures.

Tiefenbach: It's -- it's all structures in OT, sir.

Simison: Okay. Is the applicant --

Borton: Mr. Mayor?

Simison: Mr. Borton.

Borton: Real quick. Alan, is this -- this has to go through design review before it gets a permit anyway; correct?

Tiefenbach: Yes, sir. This -- because this is a duplex this is required to go through design review.

Borton: Okay. Thanks.

Simison: All right. Is the applicant here this evening? Online? It looks like they might be in the waiting room.

Johnson: Being promoted to a panelist right now. I just have to accept that. There it is.

Simison: If you can state your name and address for the record. Sorry, I can't get in and see what's going on.

Johnson: Unmuted now, Mr. Mayor.

Simison: Okay.

Argon: Carl Argon. 4515 East Copper Point Drive, Meridian, Idaho. 83642.

Simison: Okay.

Argon: Yeah. I'm the applicant, Carl Argon. You know, we are excited to get this thing approved and through the process. We are -- like Alan said, we are going to work with design review once it's rezoned to make it something that the city is going to, you know, approve of and be proud of and we are happy to set the standard for whatever else comes down that way in -- in the neighborhood. So, we think we will put a good product out there and something that the neighbors and the community will enjoy and it will be better than a vacant piece of property that's sitting there right now, so --

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

Tiefenbach: I just wanted to confirm. I read in the UDC to make sure I was answering your -- your question correctly. It is all buildings are required to be 35 feet or two stories.

Simison: Okay. All right. Seeing no questions from Council for the applicant, Mr. Clerk, do we have anyone signed up to provide testimony?

Johnson: Mr. Mayor, we did not.

Simison: Okay. Well, if there is anybody that would like to provide testimony on this item, if you would like to come forward at this time and you will be recognized for three minutes or if you are online use the raise your hand feature. All right. Seeing nobody who would like to provide testimony on this item, does the applicant wish to have any final comments?

Argon: I do not.

Simison: Okay. Then with that, Council, I will turn it over to you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Alan, just a -- a quick question for you. About this dumpster, I get -- I get that there is -- you can't be parking in a -- in an alley. Is -- can a dumpster be placed there? Do we know who it belongs to? Have we communicated to the owner? Any -- I know that maybe this may be more of a code enforcement question, but because you -- you brought it up I'm coming to you first.

Tiefenbach: Sorry. Councilors, Mr. Mayor, I do not -- if you look down the alley here you can see the green dumpster here. That -- the reason why I found that is because I was going to try to drive down this alley and I couldn't do it. I think that's the -- the food bank there. No, you can't put a dumpster in the alley. That -- nobody is complaining, because nobody is really going back there. Nobody is developed. But you can't park in the alley. You can't put a dumpster in the alley. It's a public right of way. It would be a code enforcement issue if we wanted it to be.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: We have a representative of the Meridian Food Bank here. Maybe they can shed some light on that, since they are in the area.

Simison: I'm happy to take public testimony, since we are not there and we can give the applicant time to respond afterwards, so -- state your name and address for the record, please.

Clark: Dan Clark. Meridian Food Bank. The address --

Simison: The food bank is just fine.

Clark: 133 West Broadway Avenue in Meridian. The purpose of the dumpster -- the dumpster belongs to the gentleman behind the food bank. He puts it out there on the day of pickup and the truck comes in, picks it up, empties it and, then, comes over to the food bank. So, that dumpster is only -- they are pushed out there like on Wednesday mornings before 9:00 o'clock or so and, then, it's gone.

Simison: Council, any questions? Thank you. Hearing that, would the applicant like any final comments?

Argon: Yes, I would like to make some comments. You guys can hear me; right?

Simison: Yes.

Argon: I -- I had to go out there to post the sign for the public hearing notice for City Council and Planning and Zoning. Each time I went out there during the week nights the dumpster was not there. I also went back to take down my sign after Planning and Zoning Commission on a weekend. The dumpster was not there. So, I'm not very concerned about the dumpster. It doesn't seem like it's a permanent thing. That car wasn't also blocking the alley as well. So, I'm thinking maybe Alan just -- it was just luck that you saw it out there the way it was, but each time I have gone out there it hasn't been that way, so --

Simison: Thank you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Question for Alan. Alan, on page two of the staff report it shows a boundary map and, then, of course, there is a new legal that was recorded recently. Is this overlapped parcels? Is this going to be divided into two parcels separately or is this going to stay on the one parcel as it is?

Tiefenbach: Thank you, Council Person Perreault, Members of the Council. It is confusing. It does look like two parcels. It is actually one. The -- I know that's what it looks like on the -- and I had the same question to Bill Parsons and we researched it. For whatever reasons it's showing it two, but it is actually -- the record of it shows it to be one parcel. It's going to be one duplex on one parcel.

Perreault: Okay. Thank you.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we close the public hearing for H-2021-0089.

Borton: Second.

Simison: I 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: FOUR AYES. TWO ABSENT.

Hoaglund: Mr. Mayor, just a comment before I make a motion.

Simison: Councilman Hoaglund.

Hoaglund: It's exciting to see a vacant lot in Old Town being built upon and have some life to it and I think it's a good thing as -- as we learned about minimums for Old Town and two stories. So, that was enlightening. So, I -- I would move approval of after all -- after considering all staff, applicant, and public testimony, I move to approve H-2021-0089 as presented in the staff report for the hearing date of March 22nd, 2022.

Borton: Second.

Simison: I have a motion and a second to approve Item H-2021-0089. Is there any discussion? If not, Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglund, yea; Strader, absent.

Simison: All ayes. Motion carries. The item is agreed to.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

6. Public Hearing Continued from January 11, 2022 for Heron Village Expansion (H-2021-0027) by Tamara Thompson of The Land Group, Inc., Located at 51, 125 and 185 E. Blue Heron Ln.

- A. Request: Annexation of 1.36 acres of land with a R-40 zoning district.
- B. Request: Rezone of 4.18 acres of land from C-G and R-8 to R-40.
- C. Request: Conditional Use Permit to allow expansion of an existing 108-unit, 5-building m

Simison: So, our next item is a public hearing that was continued from January 11th, 2022, for H-2021-0027. We will continue this public hearing with any comments from staff.

Tiefenbach: Thank you, Mr. Mayor, Members of the Council. I'm not going to go through the whole thing again, because I think we have all heard this very many times. Just -- just so you know what you got it on last week's episode, I hope you get caught up. The property is -- this is for an annexation, rezoning, and conditional use. The property is located southeast intersection of North Meridian, East Blue Heron Drive. It's six properties. Five of them are already in the city. One of them is not and this is what you see here, R-1 in the county. The purpose of this -- there is now five apartment buildings with 108 units. They want to build two new apartment buildings on this R-1 zoned lot and 32 new units. A conditional use was approved for the original complex in 2013. We had a pre-app. The applicant, again, wanted to build 36 more units in two buildings. This was initially heard by the Council on October 12th. Since this time it's been continued a few times. It most recently came on December the 7th and, again, was, then, continued to this date. The issue has been parking, particularly the issue with parking overflow onto East Blue Heron Lane and the impacts on the residents of the Heron -- Heron Brook townhouses to the north. Also the Council requested the applicant to justify the number of spaces they are proposing and looking at some of the parking information that might be provided from the property management company. So, this was the original proposal that you saw that came in front of you originally. All that's grayed out is the existing and this was one building, this was the other building, and, obviously, the rest is parking. There was an open space here of 70 by 100. Since the last Council the applicant has resubmitted new drawings. First of all, the -- so, what you are seeing here that's different is that this Building G has now been moved up to the East Blue Heron Lane and this Park has been moved to the -- down towards the middle. Part of the reason why they did that is because people have a tendency to want to walk to the building where -- to park where the building is closest and if you move the building up toward the street and widen the parking lot, which is what you see over there, it will help to incentivize people to park in the lot in front of their buildings. Since -- since the time of the Council hearing there has been a couple of other things that the applicant has done. The applicant indicates -- let me see here. Okay. So, with phase one there was 108 apartments and five buildings that required 204 parking spaces and they -- with phase one provided 207 parking spaces. With -- let me close this little window. It's in my way here. Okay. So, phase two is -- again, it's 36 apartments in two buildings. Their required parking is 69. They have got a certain number of covered parking and their -- their provided parking is 89. So, what they have done -- they have -- they have done a few things differently between the last time this -- the first thing is that that 35 of those stalls they have made them larger. The -- the city of -- City of Meridian requires nine feet long by 19 feet long for a parking space. In this particular case they are doing 11 by 20. They are saying that this is to satisfy some of the larger trucks, like, for instance, my Tundra. I think that the thing that is more important is -- one of the significant issues that they have had is they have all these covered garages in the original phase and though -- not cover. Sorry. Fully enclosed garages with a garage door. And what the problem has been -- not with just -- not with these apartments, but a lot of different apartments is that people tend to use those garages for storage and, then, they park their car somewhere else. So, all those parking spaces are basically useless in the garage. If you remember our recommendation with phase two, because of the parking issue, is that we -- we proposed to you and to the Planning Commission that only carports would be allowed in this development, because

it would keep people from storing things in their garages and parking elsewhere. The applicant with this proposal is -- is now suggesting to take the garage doors off of the existing garages in phase one, all of them, and, basically, only allow carports in the entire development. Again, with the idea that all of that storage that used to be in the garage would now have to go into their apartments or they have to get rid of it and parking will be used for cars. It's -- it's a lot easier to enforce whether or not you are parking in your garage if you can look into the garage and make sure that they are not full of stuff. The other thing is they have talked to Fire Department and ACHD and they are proposing to put no parking on the north side of East Blue Heron. The neighbors across the street have had concerns with cars parked all along that side of the road, parked along near the corner, so you can't see when they are trying to pull out on Meridian. So, they are proposing to stripe East Blue Heron Road. So, again, the differences are larger -- 35 of the parking spaces will fit a Toyota Tundra. They are proposing to make all of the garages carports and they are proposing to stripe the north side of East Blue Heron Drive. And with that I think that is everything on my presentation. I -- I talked a little -- I mean I kind of went back and rehashed on what our recommendations are. They -- they meet all the requirements, so this is why we recommend approval. In fact, they exceed the requirements. The applicant is going to have to widen the pathway between East Blue Heron Lane and North Eureka. There is a -- a lateral pathway there now and they are going to widen it, so that they have a secondary emergency access only for the Fire Department. There would be posts or something like that so people can't drive there. We had concerns with all the condenser units for the AC being along the front of the building. We thought it would be a little more aesthetically pleasing -- pleasing if they at least had to soften them up with landscaping and -- and, then, again, as I said, covered parking shall only be provided by carports and if the Council was supportive of what the applicant is -- is suggesting, then, you would probably want to add a condition of approval that the existing carports in phase one be convert -- or sorry. The existing enclosed garages in phase one be converted to carports, which, again, would keep you from storing all your stuff in the garage. I hope. With that I have no other comments.

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

Perreault: Mr. Mayor?

Hoaglund: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. Alan, did -- did they -- the -- the parking spaces that are -- that have been widened and lengthened, did they actually like restripe and add -- are they going to restripe and add some in different areas of the entire complex of phase one or is it just all added into this east side in phase two? So, that -- that doesn't really solve our problem, because we are still going to have people that live way on the west side of the development and they are not going to park their larger truck way on the east side just because the spot is bigger.

Tiefenbach: What I'm seeing, Council Person Perreault, Members of the Council -- and I very well could be wrong. It will probably look to the applicant, because I wasn't prepared for that question. What I'm seeing -- are showing the larger parking spaces down here on the east. Certainly you are privy to tell him to restripe however you would like.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Alan, for the no parking on the East Blue Heron north side of that, is that something they have to go through ACHD to accomplish and get approval or can we condition that as well?

Tiefenbach: I'm sorry, one more time.

Hoaglund: The north side they are proposing to make that no parking. It was a previous discussion we had about -- to help reduce impact to the residents on the north --

Tiefenbach: Correct.

Hoaglund: -- side, that they would make that a no parking area on that north side.

Tiefenbach: Correct.

Hoaglund: Is that, though, up to ACHD to make that determination?

Tiefenbach: Ultimately the ACHD, but my understanding is ACHD was supportive of that. I believe Joe Bongiorno might have had some discussion with them. I will -- for sure. But, yes, it's ultimately their right of way, so they get to decide. My understanding was they did not like the idea of both sides of it being striped. So, yes, ACHD ultimately would be the one that would decide. So, you could -- you could condition this and they could say no.

Hoaglund: Okay. Thank you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Just before maybe we jump into the public hearing portion -- or the presentation of the applicant, I just wanted to notate for the record -- while I was here for the initial presentation, I did miss the continuance in December, but I watched it online and followed through on the minutes and feel prepared to be involved in the conversation tonight.

Simison: Thank you. Council, any other questions for staff? Okay. Is the applicant here this evening?

Johnson: Mr. Mayor, I -- this is Chris. I have -- Mr. Powell is the applicant. I have unmuted him, but I see Mysti Stelluto as well, so I'm going to allow her -- I'm not sure who is representing the applicant.

Stelluto: Hello. This is Mysti Stelluto. Can you guys hear me?

Simison: Yes, we can.

Stelluto: All right. I am representing the applicant Heron Village Apartments. I'm with Dave Evans Construction. Tamara Thompson with The Land Group is unavailable tonight. We have Rob Powell, our architect with Dave Evans, available, as well as Summer Haven, who is the management -- with the management company for Heron Village. Want to thank you all for seeing our application again and we look forward to bringing this forward one more step for approval. As Alan was saying with our Option I, which is that newest site plan that you all see right there, that does provide wider stalls, as well as relocating the open space and touching with the wider stall option we are providing 16 stalls that are nine foot by 20, which is greater than code requires and, then, those 35 stalls that are 11 by 20. And to address the question that one of the Council Members asked earlier about restriping phase one, that is going to not be very possible due to the fact that the carport post spacing has determined the spacing of the carport stalls and so unless, you know, the -- the carports are -- are redesigned and redone we are not able to restripe those. We believe that making those garages deluxe carports by removing the garage doors that will help greatly with allowing more residents to be parking closer to building C and D, since they could just pull in and pull out, they don't have a garage door, plus they won't be able to use those for storage as well. The thing to take note of is the property management has done a lot of things to figure out why the parking situation is the way that it is. They have done numerous audits throughout the -- the last couple months. Dave Evans Construction has done audits on site the last couple weeks, as well as doing tenant questionnaires to really see why the tenants are parking where they are parking and it was determined that -- that there is plenty of parking internally for everybody to have a spot and to park, but the tenant questionnaires provided was those stalls are just either inconvenient or they are not large enough for the vehicles that they do have. And so property management practices, then, needed to be changed to also make parking within the community more convenient and so what the -- the property management company has decided to do was make all in community parking free of charge. So, the garages are going to be free. All the covered and uncovered parking stalls are free. They have also given one garage space to every three bedroom unit free of charge and so that's a huge difference from before and, then, they are still continuing to educate residents of using the garages for parking. Now, we are proposing to remove those overhead garage doors, which will, like I said, create those deluxe carports, which make additional parking a lot easier to park within the community, but in the meantime before that's been approved they are having those garages free of charge and educating the residences. With our Option I, like I stated, we are providing larger stalls. Now, they are not centrally located like in phase one, so people with larger vehicles will have to walk a little ways, but still we are providing ample larger parking stalls for those larger vehicles to park and we are not proposing anymore garages and the only cover parking stalls that

we are going to provide is what code requires. Everything else is going to be uncovered, which will also help curb that issue with the larger, taller vehicles not being able to park under those carports. Regarding the no parking along East Blue Heron, that definitely is something that we are willing to work with ACHD and the city about. We have learned with our discussions with ACHD that that is something that needs to be brought up by the city and the city needs to -- to request that from ACHD. We have to be on board with it as well and that will only allow ACHD to go and do like a study to see if no parking is actually warranted on East Blue Heron. That doesn't -- that doesn't say that they are going to approve it or they are going to -- they are going to stripe it or -- or sign it no parking. That just allows them to do the study since ACHD feel that East Blue Heron was constructed and designed for parking on both sides of the street they are really hesitant to -- to not allow that to happen, because that's why that road was designed the way that it was. But we are more than -- we are more than happy to cooperate with -- with you and ACHD to get that study going to see if -- if -- if the no parking is even possible from ACHD's perspective. We do agree that at least no parking should be on that north and south side just west of -- I'm sorry -- just east of Meridian Road west of North Richter Lane. That will definitely help with the Fire Department's concerns with that visual triangle being blocked with all those cars. So, we are definitely on board with that as well. We -- we feel that the Option I that we are showing now does provide those larger stalls, it provides the open space that's more central to both phases being able to use that park-like setting. It's going to have benches. We are proposing to have barbecue areas. We are also proposing to have 36 covered bike -- bike -- covered bike stall areas through the whole entire complex to use and we feel that this is just a really great project to help with the housing problem that Meridian is having. It's going to fulfill the vision of the Comprehensive Plan and the future land use plan and we respect your approval and I will stand for questions.

Simison: Thank you. Council, questions for the applicant?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you, Mysti. Could we bring up the map with all of the buildings for the whole development?

Tiefenbach: Does that work for you?

Perreault: No. I think there was one where you can see them. They are grayed out, but -- yeah, there we go. So, one of the reasons why this has been continued and we have -- we have asked the applicant to go down this -- this process was to try to get vehicles off of Blue Heron Lane and so I just wanted Mysti, if she could share with us, if -- if there are vehicles that belong to tenants in Building E and Building D that have -- that -- that need to use the -- the larger parking stalls, I -- I'm not sure that this actually solves them not parking on Blue Heron. So, would you share with us thoughts on -- on that? Because I -- I think that they are just going to park in the spots that are closest to their building and

I really appreciate the -- the larger stalls. I -- I think it's a fantastic idea, I just think placing them -- and I understand what you are saying about what -- how the striping is done in relationship to the carports and how things are spaced, I'm just not sure that it accomplishes the whole -- you know, one of the main reasons that we have gone through this process the way we have, which is to get them off of the street. I think that they will likely still park on the street if they live in those most northeast buildings.

Stelluto: Yes, Mr. Mayor and Council Woman, I understand your question about the -- the parking for Building E and D. With removing those overhead garage doors in the garages along Meridian Road that will -- that will provide a little bit more headroom than the carports would, so we are hoping that some of those vehicles can park in those garages. As far as the vehicles parking along East Blue Heron Lane, again, that's something that's legal for them to do and we cannot legally stop them from parking on it. We are going to provide every opportunity for them to park within the community and we will provide them those larger stalls and encourage them to park over -- you know, it's not that far of a walk if you -- if you have been in this complex before. It's not that big of a walk. It's a couple -- maybe two minute walk or whatever and we will encourage them to use those stalls versus parking on the road, but we simply can't force them to not park on the road. It's simply legal for them to do so. But we are hoping with those garage doors being removed that that will encourage those larger vehicles to be able to -- to park in there.

Simison: Council, any additional questions of the applicant? Thank you very much. Mr. Clerk, do we have anyone signed up to provide testimony?

Johnson: Mr. Mayor, yes, we do. James Michael Schwerd.

Simison: If you can state your name and address for the record and be recognized for three minutes.

Schwerd: James Michael Schwerd. 245 Blue Heron Lane. Well, what -- what happens is they will park on the south side and, then, they come down to the Meridian Meatpackers and they -- they -- they make their U-turn in my retail area to go back down the south side and -- and that -- I don't know what the fix is, but they are just going to tear up our loading dock and, then, our retail area flipping the U-turns right there, because they -- especially if they close the south -- the north side, because they will just come down -- they will -- they will park on the south side and, then, they will come down to where the -- our plant is and turn to head out to Meridian Road.

Simison: Council, any --

Schwerd: I don't know what the fix is on that either, so -- if there is one.

Simison: Council, any questions? Maybe in -- maybe in --

Schwerd: Maybe later?

Simison: Maybe later is what I'm -- is what I'm saying, so --

Schwerd: Okay.

Simison: Thank you.

Schwerd: You are welcome.

Johnson: And, Mr. Mayor, two others signed up online, but they are members of the applicant team, so I'm not sure how you would like to treat that.

Simison: Well, in -- in the past when they have done that we have -- if they are testifying on their own behalf we are happy to take them. Is there anybody -- but I will start with anybody else in the audience that would like to provide testimony on this item. Okay. Seeing none, now let's check in with those that signed up in advance and see if they -- if there is going to be online that would like provide testimony, please, use the raise your hand feature. Okay. Seeing no one wishing to provide additional testimony, would the applicant like to make any final comments?

Stelluto: No, I do not. Thank you.

Simison: Okay. So, Council, I assume -- I will leave this open for conversation.

Hoaglun: Good idea, Mr. Mayor, and I have a question for Chief -- Deputy Chief Bongiorno. Chief, we were talking about vision triangles and -- and whatnot and I'm trying to remember from last time we had the discussion -- can you go through -- were we concerned about Richter, which is part of that East Waterbury Lane connected there, right closest to Meridian Road, was it both the north and south side that we had concerns about fire trucks and having that vision or was it also farther down? Can you refresh my memory on that?

Bongiorno: Yeah. Mr. Mayor, Councilman Hoaglun, I think the -- excuse me. I think the issue was cars parking too close to the corner and, then, I believe on one of the directions there is actually a fire hydrant sitting there as well. So, that was the issue. So, I did contact John Watson with ACHD and I asked him if they would be willing to sign from Richter to the corner as no parking, because of the fire hydrant being there and because of traffic and not being able to see up and down Meridian Road. Honestly I never got an answer back from him. We also discussed Blue Heron and I think we talked about this at the last meeting as well -- I believe is a 33 foot roadway section, which is a standard roadway section for ACHD and I believe it was the Mayor that even asked me are you comfortable driving a fire engine down that and the answer is yes, because that's our standard roadway width that use here in Meridian that's 33 feet and we allow parking on both sides. So, we are -- I'm okay with leaving Blue Heron as no parking. That would be completely Council's call and ACHD's call to not allow parking on the north side, but I am okay with it.

Hoaglund: Mr. Mayor, follow up?

Simison: Councilman Hoaglund.

Hoaglund: Yeah, chief, for that no parking and the view area, was that both -- from Richter to Meridian Road was that both north and south side?

Bongiorno: Correct. Both sides. I asked for both sides to be signed.

Hoaglund: Okay. Thank you. Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Another question -- I don't know if some of the residents there off of Waterbury Lane are here, but I'm just curious about -- you know, we talk about no parking on the other side -- on the north side up against that -- that -- that community, but is -- does that mess them up when people come to visit for -- for example? So -- or it looks like from -- I'm looking at Google Earth -- has, you know, plenty of parking and it's a wide street and -- and different things like that. They have covered parking. So, I was just curious, you know, sometimes we take action and, then, find out, oh, that didn't help things, we made it worse. So, we want to avoid that. So, I didn't know if one of you would like to comment about that. I will let the Mayor invite you to come up and give your name and address for the record.

Simison: You have invited them. That's okay.

Rogers: Hi. I'm Sandra Rogers and I live at 102 East Waterbury Lane, which is off -- right off Blue Heron, Richter, and East Waterbury. Yes. And we have overflow parking, but a lot of times we have people from the apartment complex that have parked in our overflow parking and there is no way for us to tell who is parking in it. I mean unless you see somebody -- if you actually see somebody park in it and go to the apartment, we can't confront anybody. So, as far as parking on East Blue Heron, a lot -- I can't say a lot, but I do believe there are quite a few that are parking there that are sharing apartments with people that are on the lease. Now, these are people that aren't on the lease and they are sharing apartments, because a lot of these people are young and they can't afford the rent. I mean even when both of them are working and if they have a child, they just absolutely can't afford the amount of rent anymore and so they have got friends and whatever -- whoever living with them and that's got to be some of those cars that are on East Blue Heron. So, I know at a previous meeting we talked about from Meridian Road on both sides of East Blue Heron down to the driveways and one would be Richter and one would be the street coming and going that -- into the entrance of the first apartment complex, blocking those off with either red on the curbing or signs and I thought it was okayed. I mean I thought everybody was on board with that at the time, so I don't know where that stands now and am I understanding this no parking on the north side of East Blue Heron is just to allow a study? Was this going to be a done deal?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. We -- we don't have the jurisdiction over the streets, so we would make recommendations --

Rogers: Right.

Hoaglund: -- but it would Ada County Highway District that would do the study. What we are looking at -- and I think everyone is in agreement in it -- is -- and listening to Deputy Chief Bongiorno, is no parking from Richter to Meridian Road on both the north and south side because of the view that -- that you need when you are exiting.

Rogers: Right. It blocks our view terribly coming in and out. I'm surprised there hasn't been an accident there.

Hoaglund: So, I -- I don't think that's the -- in question. I could be wrong. But my question, then, from Richter up to where you can enter Waterbury, a little bit further to the east, to come in that way on the north side or up against the -- your residences there, does that need to be no parking on just that north side to help alleviate traffic? I'm also thinking is that a way to allow U-turns, people who parked on the south side, then, that can, then, have enough room to make a U-turn, so they are not going farther to the east, going through this gentleman's property to -- and around.

Rogers: Well, yeah, I understand what he is saying. I have seen a lot of that. Yeah. No. If -- if this doesn't work out, no parking on the -- on the one side like they are talking about, we definitely need that done on East Blue Heron on both sides from Meridian Road up to the driveways of the apartment complex and Richter on the other end, so that we can see -- I mean -- and just because we have rules and regulations these people still don't abide by them. I mean I could be calling code enforcement every day. I don't. But I do when it's a real issue. But big trucks parked right up to our driveways -- and we have to get way out into the street to see if we can even get out to make a turn to get out onto Meridian Road. It's -- you know, we have got older people that live in there, so it's a bad issue.

Hoaglund: I appreciate you and the information you provided. Thank you for doing that.

Rogers: Okay. Thank you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Would you mind a couple other questions? I'm just --

Rogers: No, at all one.

Cavener: -- curious. One, I -- I appreciate you and your neighbors I think came and made some very compelling arguments back I think in September that the Council is very sympathetic, so here we are now looking at April -- I guess on the -- on the heels of April. We have seen a lot of different revisions and I was -- I was a little bummed that neither the three of you came up to testify one way or another about what's being proposed and I'm just kind of curious where are you and your neighbors at on -- on what's being proposed? Do you think it -- it meets or -- or addresses the concerns that you -- you brought up in September? Do you think it makes it worse? Is it slightly better, but not what you fully would hope to see? I mean just I -- I would like to get a little bit of feedback from you about what's being proposed, if you are willing to share.

Rogers: Well, after tonight -- there is only three of us here. We have 34 units out there, plus a clubhouse, and I think they have been very good about accommodating what we have talked about. So, of course, parking -- parking and traffic was the main issue and we have fire trucks and ambulances out there all too frequently and so that's a big deal that they can -- I mean I find it hard to believe what he's saying with cars parked on both sides of East Blue Heron and a fire truck -- he would know, but going down there and coming back -- I don't know. It's got to be a tight squeeze.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I think that's probably why they don't let you and I drive those trucks, is because I think you would need to have to do that.

Rogers: No.

Cavener: So, I appreciate your feedback. Thank you for testifying tonight.

Rogers: Uh-huh. Thank you for your help. All of you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: So, I just wanted to say, if I remember correctly, the members of the public had come before us in the first hearing and asked to stripe the north -- the entire north side from Meridian Road to Waterbury, because they thought that would alleviate concerns about people driving through Waterbury Lane and turning around, which I -- I believe was -- is a private lane and so that was a request that was originally made from the public, which is why we started down conversation about it and, then, meeting two is when Chief Bongiorno had mentioned that it wasn't necessary for the -- the width of a fire truck. So, we kind of left it there and so I just -- it's hard to say, because I don't -- we are very thankful that -- that you are here, but just -- you know, it's -- it's tough to make a decision about whether we ask the applicant to stripe that whole section on the north side, just -- not

having any kind of -- you know, I'm hesitant to condition that I guess considering that we have no -- no say in it and it's just a preference maybe. So, I guess what I'm trying to determine if this is a preference or there really is a safety issue.

Simison: Give my two cents, unless I'm forgetting -- I -- I guess I never really looked at this dead end turnaround factor. I mean that -- that -- the only -- as far as I can see the only way you can ever prevent people from driving and trying to turn around is to have no parking on both north and south and forcing people into the two places to do their parking. Otherwise, there is no way to solve anybody that only -- only one way they are getting on either one of -- one of the sides of the road is -- is making a turn somehow that is not viewpoint, so you know, in -- in some regards I think that's a question that Council should consider is what is the -- you know, there is no turning -- yeah, I have to look at the chief -- the Fire Chief again, it's like how do you guys turn around? If -- if you need to go to that next house that's currently there, you can't turn left on Waterbury, I mean it's not your preference to go into someone else's property to turn your vehicle around, but that's what you are going to do I assume and is that fair to the property owner?

Bongiorno: Yeah. Mr. Mayor, we would probably, like you said, we would put at least pull into the driveway and, then, you know, back out and, then, come down. You know, it's exactly what they are saying.

Simison: So -- so, there -- there is that element for consideration on -- on both sides. The other part about this is, you know, I -- I have a -- a nice shiny new vehicle that I just received, it doesn't deserve an 11 by 20 foot lot, but I would park my car there, even though it doesn't require it if it's closer to where -- where I want. So, while we may think we are solving -- you can't guarantee and we -- I appreciate what the applicant is trying to accomplish, but we can't force -- they can -- you know, you can go down to the parking lots in Boise and they say compact only. People park where they want to park when -- when they want to park. Yeah. Alan's Tundra. You know. And they will park in alleyways apparently when they want to as well. So, I think these are all good ways of trying to address it, but I don't -- this is just an area that's trying to retrofit challenges that anything that is done is going to have some repercussions one way or the other and I don't think that we will know which -- what will be until things occur. So, I'm just pondering. So, no real questions at this point in time if we want to have more --

Hoaglun: Mr. Mayor?

Simison: -- comments. Councilman Hoaglun.

Hoaglun: Yeah. Those are -- those are good ponderings, because that's definitely what we are wrestling with, because if -- if you take away parking on the north side, in my mind, because that -- between Richter and going east, does that put more pressure on their guest parking lot, because people go, oh, that's open, I'm just going to park there, as opposed to leaving that with parking on the north side. It's -- it's one of those conundrums. I mean I have no problem going from Richter, as deputy chief pointed out, on both the north and south side and, then, I think, okay, maybe we allow parking both ways and,

then, have ACHD also examine ways to have no parking and bring that in at least one or two car lengths at each intersection, so you have better viewing, so when you pull out you can see better, instead of having to go clear out. But, then, Mayor, you -- you make a very good point. If you have no parking on both sides you don't have to make a U-turn, you know, come up the street, because you don't have to. You don't have to swing around to go to the north side or -- if you parked on the south side you are going to have to do a U-turn later on. So, you know, all these things that -- that balance. I think overall, just kind of -- so the applicant has -- has some idea of what we are pondering -- for me anyway is they -- they have made lots of changes. I think they have asked everything that we have -- asked them to -- to do. They have come up with some solutions for increasing parking and trying to regulate parking and keep people in compliance and without this expansion they don't have to do any of that. I mean it's just going to remain the way it is. So, it's -- it's one of those things I think we can bring about benefits with approval -- more benefits than we can without. But it's just a matter of how do we -- how do we solve some of those on-street parking issues that -- that actually work.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I know Kristy is on the call. Maybe we can bring her in -- and I guess maybe my question would be is -- kind of getting her expertise, she's been following this project, if she's got any recommendations for Council to include in our motion and conditions, should we move towards approval, that maybe us not being the subject matter experts, but the highway district being that, that -- that we could maybe address some of these concerns in the most efficient manner possible.

Inselman: Mr. Mayor, Councilman Cavener, sorry -- you guys are so small on my screen. I think that's Cavener.

Cavener: It is. Thank you.

Inselman: I did go through and -- and I did converse back and forth with some of our DTS staff on some of these issues and we certainly -- our traffic has that request from the fire department to look at the north and south side from Richter out to Meridian Road and they are definitely -- that is in their cue to analyze that to see if there are some sight distance issues with those two driveways and potentially putting some no parking there. The street is -- and will be if this is approved -- 36 feet wide back of curb to back of curb, which is a standard local for us. I don't know how we can address the turnaround issues at the end of the roadway. It is our right-of-way, but given that it's an offsite we can't require them to place a turnaround there and I know that there was a request to expand the pathway on the -- the right-of-way out to Eureka to 12 feet for an emergency access for the fire department. So, that may help with some of that. And, yes, the -- all of those drive -- all of those drive aisles on the north side on that development are all private. So, we have no jurisdiction over those. But our -- the local roads are wide enough for parking on both sides and if the fire department says it -- it's not needed, that they can traverse

that roadway, I think it really kind of -- kind of comes down to the turnaround, which we don't have any authorization to require with this development. I don't know that that really answers your questions, but we also certainly would work with the city if they request no parking on one side or the other. We certainly -- that would be analyzed by our traffic department, so --

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Kristy, could we also include, you know, like a request for a sign, like a dead end or -- or no outlet --

Inselman: Oh, for sure.

Cavener: I want to be sympathetic to Mr. Schwerd's concerns about, you know, apartment traffic or drive-through traffic turning around in his parking lot and I don't know if that solves it, but I think would maybe at least reduce some of that.

Inselman: Yeah. Mr. Mayor, Councilman Cavener, that would be part of the traffic analysis that they would look at. They can -- they can include that for the no parking. They can look at appropriate signage to notify drivers that this is not a through street.

Simison: So -- so looking at you, deputy chief, if Mr. Schwerd's decided to put a fence up on his property line, what would that do and mean from -- from your standpoint? I'm not putting words in his mouth, but I -- I couldn't -- you know, it -- it's a possibility that, you know, there is no access turn around and how does that impact the fire department if that was the case?

Bongiorno: Mr. Mayor, I was actually just looking at the map to see if Ada county could put some kind of a turnaround in. But, unfortunately, down at the end past the Meridian Meat Packers there is the drainage ditch and that's kind of the big problem with this whole road, why it just stops is because of that ditch. So, I mean the -- the solution is to push it through to Eureka. I believe the right-of-way is there, but, again, we would have to go back with ACHD and see what their thoughts are of actually programming it to -- to put that last 500 feet in and just make it a through road. But to answer your question, if he were to put a fence up our only solution, if we had to go down to Meridian Meat Packers for a call, some kind of an incident, the only option would be to back all the way down to Waterbury or the -- the apartment entrance that they potentially will be building here, which, obviously, for us backing is a problem that's why we have turnaround requirements and stuff, because we don't want to back, because it's inherently dangerous. Firefighters die every year from being backed over by their own fire apparatus, so -- I mean the best solution is to push the road through. The second best would be to try and come up with some kind of a turnaround in that area. But, again, with the ditch it -- it kind of -- we are -- this is just one of those bad spots.

Simison: Sorry to take us down that road literally, but just -- unfortunately, this application is bringing up too -- too many other issues that are in this area that we may or may not be able to solve. Yes, Alan.

Tiefenbach: Alan Tiefenbach. Just to add to what Mr. Bongiorno said real quick, the issue, though -- and I think this has already been discussed -- is there is infrastructure there; right? There is utility poles and all those things that -- that's going to make it extremely difficult and costly to widen that. It's not just a matter of widening it, it's moving all of the utility poles. So, you are not just working with ACHD, you are working with utility providers. So, that's quite a beast and you -- yeah. And it -- it starts getting difficult to -- to -- to require an applicant to make offsite improvements that aren't on their property. The -- the applicant is being, you know, nice enough, because they are trying to accommodate the impacts that saying they are going to widen it, but -- but I -- I might leave that to Mr. Nary, but we are going to start delving into places we don't want to go if we start requiring off-site improvements as a -- as a -- as a request -- as a -- as a requirement.

Simison: Alan, I don't think I have heard anyone talk about offsite improvements. I think we are just talking about the impacts of the road and what were to occur if things were to happen and how that should impact parking on that road.

Tiefenbach: Understood.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Question for Kristy. Kristy, for -- I'm -- I'm looking at East Blue Heron from Richter to Waterbury and I -- I know you guys have safe -- safety standards for, you know, site views at these corners. Triangles. How far back do you keep people from parking from the intersection say of Richter and, then, Waterbury on that north side? Is it 20 feet Is it 30 feet? How -- how far back do you keep vehicles so there is -- when someone pulls up to turn out they at least have a -- a decent view down the street?

Inselman: Mr. Mayor, Council -- Council Member Hoaglun, it depends on the type of roadway and what we are talking about. Our standards for like an intersection for our local to local or local to another street is typically 40 feet. So, you follow the curb line and it's 40 feet back on either area and, then, you kind of draw a connecting line between the two to create that triangle. So, it's typically 40 by 40 on -- for sight distance issues. If it's a driveway those generally will narrow to like a 20 by 20, but the maximum is -- is 40 by 40. And, then, I just wanted to follow up with that connection to Eureka. It -- it -- just to kind of piggyback on what your staff had talked about with connecting that roadway. That is something that the city could add to their request, because it is a local roadway connection to their community programs request to the city -- or to Ada -- Ada County Highway District. There is that difficulty with those utilities and with the canal and we would have to acquire right of way to do that, because, then, right of way does narrow

down to about 35 feet from where that pathway is currently located. So, we actually don't have sufficient right of way to finish the road out, unless we were able to acquire some additional.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Follow up with Kristy on that 40 feet. Is that typically posted? I -- I -- I can't tell from the map I'm looking at if that's posted no parking or is it striped in some way?

Inselman: Councilman -- Mr. Mayor, Councilman Hoaglund, typically we would put some no parking for the 40 -- 40 by 40 if it's requested and I don't -- I don't know if there is existing signage out there or not now, but if there isn't that -- I can make that request of our traffic to include that as part of their analysis to make sure that there are those signage to keep people out of this sight distance window.

Hoaglund: All right. Thank you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I also have a question for Kristy and, then, would like a follow-up comment from Deputy Chief Bongiorno about the letter that was put in the project folder today from ACHD and -- and just mentioning that the Meridian Fire Department had had concerns. I don't know if that -- those have been addressed and that letter was just sort of late to us, but the conversations had already been had, it -- it didn't -- I guess the letter seems like it's way past when we -- you know, when the two entities would have had the discussion, so --

Inselman: Sorry. Mr. -- Mr. Mayor, Council, Council Member Perreault, are you talking about the letter from ACHD dated August 25th, 2021?

Perreault: I apologize. It's an e-mail that our --

Inselman: Oh. Okay.

Perreault: -- staff uploaded to our site and I don't know -- let me look at the date. Do you have a copy of it?

Inselman: I may have it in front of me. We will see. I have a lot in front of me. It's from back in October and then -- where is the other one at? Apologies. I have a small desk at home, not nearly as much room, and, then, there is one from March 22nd.

Perreault: Yes. That one.

Inselman: Okay. Yes, that's one that Mindy included me on as well from our DTS department. Yeah. So, in essence, what she's saying is if the City of Meridian -- if the fire and emergency services have an issue with access on Blue Heron, with parking on there, we would work with them to address those issues and evaluate whether to put up no parking signs in conjunction with -- with your fire department. So, I was just going off of what Fire Marshall Bongiorno said had -- that he was fine, he was able to get down that road with the parking. But if that's not the case, then, we absolutely would work with the City of Meridian on some no parking.

Simison: Councilman Borton?

Borton: Thank you, Mr. Mayor. It's good discussion. I guess just as we wrap this up and get towards a motion, I think Councilman Hoaglund's remarks are spot on with where I see this application. It's -- the continuances have made it better. It got as close to, in my mind, solving difficult challenges within the bounds of what this application can -- can control and solve. There is -- there is tradeoffs I think, quite frankly, with each iteration of this application. But with the conditions of approval and concessions made by the applicant, I'm supportive of this application as presented.

Simison: Okay. Would the applicant like to make any final comments, since we did take comments from the public in the form of a question?

Stelluto: Yes. I just wanted to reiterate that we are in favor of working with ACHD and the Fire Department to get that study conducted to see if no parking is warranted and we are also in favor of the no parking west of Richter on both the north and the south side. We also wanted to reiterate that the garage solution of removing those doors will provide larger spaces for those larger vehicles to be parking in, as well as all parking within the complex is now free as part of -- as part of their rent now and so that's a huge incentive to park inside as well and we would -- we would appreciate your approval of this application.

Simison: Thank you. So, Council, I'm going to make us a suggestion for your consideration or discussion with ACHD -- is potentially to look at only allowing parking in the area on the street between the two entrances for the -- both sides of the street on the north and the south in hopes that you could encourage people to use the -- quite frankly, the U-turn option there at the Waterbury areas, so we are not forcing people -- or enabling people to park further down and push them to have to turn around in -- I know they are both private. One is a private drive, one is a private property, but, you know, part of me would like to suggest like no parking at all on the street, but I think that pushes -- when people have a few people over it pushes them -- where are they going to park? Then -- then you are one hundred percent forcing neighbors to park over in the apartments or neighbors to park over in the other side of the street. You need to have some parking in that area, otherwise, Albertson -- I mean how far away -- there is no good place to park outside of this area. Ultimately it's going to be ACHD's call, but I -- I think trying to look at ways to not push people there or down further than outside of where the residents are, quite frankly, is kind of where I was trying to suggest consideration.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. That's -- that's where I landed as well with -- with the interest in ACHD studying the setback -- the safety zones for Richter and Waterbury at the 40 feet and possible signing for -- make it easier for those residents and also at Waterbury, if you have got that 40 foot no parking area that's clear, I -- hopefully it would encourage people to do that U-turn there and -- and not have obstruction of people parking right up to the intersection and having some room to do that turn and still allowing parking on that north side to help alleviate, I hope, parking within that residence area and -- and allowing people to -- to utilize that. So, that -- that's where I fell as well on that, so --

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: If I heard Kristy correctly, a lot of these are dependent on the city making these requests and they are -- they are independent of this application. So, the -- the signs for the 40 -- 40 feet from the intersections and -- I guess I don't -- I don't -- I didn't quite understand this, the connection to Eureka was allowed to be a condition of this or if that is also a request that the city has to make independent of this application, but I'm still trying to connect the dots on is how can we -- can we condition the application on anything that ACH does with -- ACHD does with us? In other words, we -- we say this -- you can move forward with this if ACHD does A, B and C. Are we permitted to do that? And that's probably a question for Alan.

Tiefenbach: Thank you, Council Person Perreault, Members of the Council. In regard to the connection first to Eureka, I think -- my understanding was ACHD was amenable to that. I -- I believe that -- that Mr. Bongiorno has already had some discussions with them. So, that -- that's a -- I don't want to use the word done deal, but they are amenable to that. In regard to the rest, it would just be a matter of staff requesting that ACHD do a study of that area to see if there could be some kind of better parking management with no parking. But, yeah, you can't condition it. You could condition it with the suggestion from the Council that staff and ACHD -- or that ACHD and the applicant and staff explore whether areas in that area could be striped no parking.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: It sounds like we are all in agreement that there definitely needs to be no parking between Meridian Road and Richter on north -- north or south side, but -- but am I hearing, Alan, correctly that we also cannot condition that?

Tiefenbach: Council Person Perreault, I'm extremely reluctant to condition something on what a different agency is going to do, especially when they haven't even done a parking study and I have no idea if ACHD would be supportive. So, they may -- they may say no and, then, we are back here, I suppose.

Bongiorno: Mr. Mayor?

Simison: Mr. Bongiorno.

Bongiorno: Thank you, Chief -- Mayor. Going to call you chief. Chief. Just clarification. So, that connection to Eureka is the emergency access only. I want to make sure that's clear.

Tiefenbach: Thank you. Thank you.

Bongiorno: The pathway is there. All I asked was can they widen it to where I could drive a fire truck down it, just in case we had to. So, what I was talking about earlier that Kristy had already talked about was actually pushing the whole road through eventually and that's something that I think she said we would have to request. So, I just want to make sure we were clear that the connection is just that emergency access only.

Simison: You know -- and from my standpoint, you know, to me it's just good for the applicants to hear the changes that we -- the city would be looking for from our partner agency so they understand what this is -- you know, it's kind of interesting that it's daylighted some issues that have been there, but this -- hopefully it helps address larger issues altogether, but, yeah, that part -- in my viewpoint -- I won't make the motion, but not part of the application. With that do I have a motion to close the public hearing?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we close the public hearing on H-2021-0027.

Cavener: Second the motion.

Borton: Second.

Simison: I have a motion and a second to close the public hearing. All in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Just to kick off discussion and make sure we are all on the same page -- we have covered a lot of ground tonight and it's been a good discussion. But it sounds like a -- a condition that we could include -- include is that the existing enclosed garages be converted to carports. So, I think we can do that. Make that as a condition. That we would request ACHD study no parking on the south and north side of East Blue Heron Drive from Meridian Road to North Richter and the entrance to the -- the first entrance to the development. And also I'm interested in including that the -- request ACHD to take a look at possibly posting signage after a sight distance analysis is done at the intersections of East Richter and Waterbury Lane to make sure we have safety margins in place there. And I think that's all I had. Was there anything else that the Council was interested in? Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: After hearing all staff, applicant, and public testimony, I move to approve H-2021-0027 as presented in the staff report for the hearing date of March 22nd, 2022, with the following modifications: That we condition that the existing enclosed garages be converted to carports. That we request ACHD to consider no parking on the north and south side of East Blue Heron Drive between Meridian Road and North Richter and the first entrance to the development and that they look at possibly putting in no parking signage for the site distance analysis at East Richter and Waterbury Lane for safety reasons and that would -- would cover all that in my motion. And I move for approval of that. Had to find out where I was.

Borton: Second.

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

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Appreciate the -- the work of the applicant. I think they have been really responsive to the public testimony and the feedback of the Council. I also just want to take a minute -- I always appreciate when members of our public go through the marathon sessions of Planning and Zoning Commission and City Council meetings with lots of continuances. Your intestinal fortitude is noted and appreciated and I appreciate your -- your public testimony here tonight. I -- I originally was pretty opposed to this project and I think Council Member Hoaglund or Borton put it best that this has been a -- a good example of taking multiple bites of the apple to make sure that we get it right and I think this is as right as we are going to get on this particular project. So, I'm -- I'm -- I'm supportive of it.

Simison: Any further discussion from Council? Then Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglun, yea; Strader, absent.

Simison: All ayes. Motion carries. Thank you.

MOTION CARRIED: ALL AYES.

ORDINANCES [Action Item]

- 8. Ordinance No. A-19-1812: An Amended Ordinance (H-2017-0142–Summertown) for Annexation of a Parcel of Land Located in Government Lot 2 of Section 1, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, as Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 15.17 Acres of Land from RUT to TN-R (Traditional Neighborhood Residential) Zoning District in the Meridian City Code; Providing that Copies of this Ordinance shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date**

Simison: Council, the last item for us this evening is Ordinance No. A-19-1812. Ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. This is an amended ordinance related to H-2017-0142, Summertown, for annexation of a parcel of land located in Government Lot 2 of Section 1, Township 3 North, Range 1 West, Boise meridian, Ada county, Idaho, as described in Attachment “A” and annexing certain lands and territory situated in Ada county, Idaho, and adjacent and contiguous to the corporate limits of the City of Meridian as requested by the City Of meridian; establishing and determining the land use zoning classification for 15.17 acres of land from RUT to TN-R (Traditional Neighborhood Residential) Zoning District in the Meridian City Code; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing for a summary of the ordinance; and providing for a waiver of the reading rules; and providing an effective date.

Simison: Council, you have heard this ordinance read by title. Is there anybody that would like it read in its entirety? If not, do I have a motion?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I move that we approve Ordinance No. -- is it 19-1812? With suspension of rules.

Hoaglun: Second the motion.

Simison: I have a motion and a second to approve Ordinance No. 19-1812. Is there any discussion? If not, Clerk will call roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglun, yea; Strader, absent.

Simison: All ayes. Motion carries and the ordinance is agreed to.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

FUTURE MEETING TOPICS

Simison: Council, anything under future meeting topics? All right. Then do I have a motion to adjourn?

Hoaglun: Mr. Mayor, move to adjourn.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

MEETING ADJOURNED AT 4:72 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1

ESMT-2022-0144 Apex Northwest Subdivision No. 1
Sanitary Sewer and Water Main Easement No.1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April 20 22 between Smith Brighton Inc. (“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, it's 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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires: _____

November 18, 2021
 Project No.: 20-155
 Apex Northwest Subdivision No. 1
 City of Meridian Sewer and Water Easement
 Legal Description

Exhibit A

Parcels of land for a City of Meridian sewer and water easement being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Southeast corner of said Section 31, which bears S00°32'22"E a distance of 2,700.07 feet from a brass cap marking the East 1/4 corner of said Section 31, thence following the easterly line of the Southeast 1/4 of said Section 31, N00°32'22"W a distance of 267.85 feet;

Thence leaving said easterly line, S89°27'38"W a distance of 38.50 feet to the westerly right-of-way line of S. Locust Grove Rd. and being **POINT OF BEGINNING 1.**

Thence leaving said easterly right-of-way line, N89°42'21"W a distance of 146.06 feet;

Thence S00°16'52"W a distance of 31.69 feet;

Thence S26°34'53"W a distance of 59.87 feet;

Thence N89°43'32"W a distance of 431.08 feet to a point hereinafter referred to as Point "A";

Thence N00°16'45"E a distance of 32.00 feet;

Thence S89°43'32"E a distance of 415.14 feet;

Thence N07°48'59"E a distance of 64.59 feet;

Thence N00°16'52"E a distance of 348.58 feet;

Thence S89°42'21"E a distance of 34.00 feet;

Thence S00°16'52"W a distance of 327.24 feet;

Thence S89°42'21"E a distance of 145.60 feet to said easterly right-of-way line;

Thence following said easterly right-of-way line, S00°32'22"E a distance of 32.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 0.755 acres, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence N69°51'12"W a distance of 71.24 feet to **POINT OF BEGINNING 2.**

Thence 15.70 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet, a delta angle of 29°59'12", a chord bearing of N74°42'44"W and a chord distance of 15.52 feet;

Thence N89°42'21"W a distance of 490.50 feet;

Thence 13.53 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°40'37", a chord bearing of S76°27'20"W and a chord distance of 13.39 feet;

Thence N00°16'52"E a distance of 26.40 feet;

Thence 13.51 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°39'04", a chord bearing of S75°52'49"E and a chord distance of 13.38 feet;

Thence S89°42'21"E a distance of 265.01 feet to a point hereinafter referred to as Point "B";
 Thence N00°16'52"E a distance of 280.05 feet;
 Thence N89°42'21"W a distance of 264.99 feet;
 Thence 13.53 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°40'37", a chord bearing of S76°27'20"W and a chord distance of 13.39 feet;
 Thence N00°16'52"E a distance of 26.40 feet;
 Thence 13.53 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°39'04", a chord bearing S75°52'49"E and a chord distance of 13.38 feet;
 Thence S89°42'21"E a distance of 357.00 feet;
 Thence 43.99 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 90°00'47", a chord bearing of N45°17'16"E and a chord distance of 39.60 feet;
 Thence N00°16'52"E a distance of 71.99 feet;
 Thence S89°42'21"E a distance of 20.00 feet;
 Thence S00°16'52"W a distance of 372.06 feet;
 Thence 19.51 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 39°54'57", a chord bearing of S19°40'36"E and a chord distance of 19.11 feet;
 Thence S89°43'08"E a distance of 93.98 feet;
 Thence S00°16'52"W a distance of 34.07 feet to **POINT OF BEGINNING 2.**

EXCEPTING THEREFROM:

Commencing at a point previously referred to as Point "B", thence N63°43'35"E a distance of 22.36 feet to **POINT OF BEGINNING 3.**

Thence N00°16'52"E a distance of 270.05 feet;
 Thence S89°42'21"E a distance of 40.01 feet;
 Thence S00°16'52"W a distance of 10.04 feet;
 Thence S89°43'08"E a distance of 53.47 feet;
 Thence 19.51 feet along the arc of a curve to the right, said curve having a radius of 28.00 feet, a delta angle of 39°54'57", a chord bearing of S19°40'36"E and a chord distance of 19.11 feet;
 Thence S00°16'52"W a distance of 224.05 feet;
 Thence 19.53 feet along the arc of a curve to the right, said curve having a radius of 28.00 feet, a delta angle of 39°57'42", a chord bearing of S20°15'44"W and a chord distance of 19.14 feet;
 Thence N89°43'08"W a distance of 93.46 feet to **POINT OF BEGINNING 3.**

Said parcel contains 0.802 acres, more or less.

Said description contains a total of 1.557 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



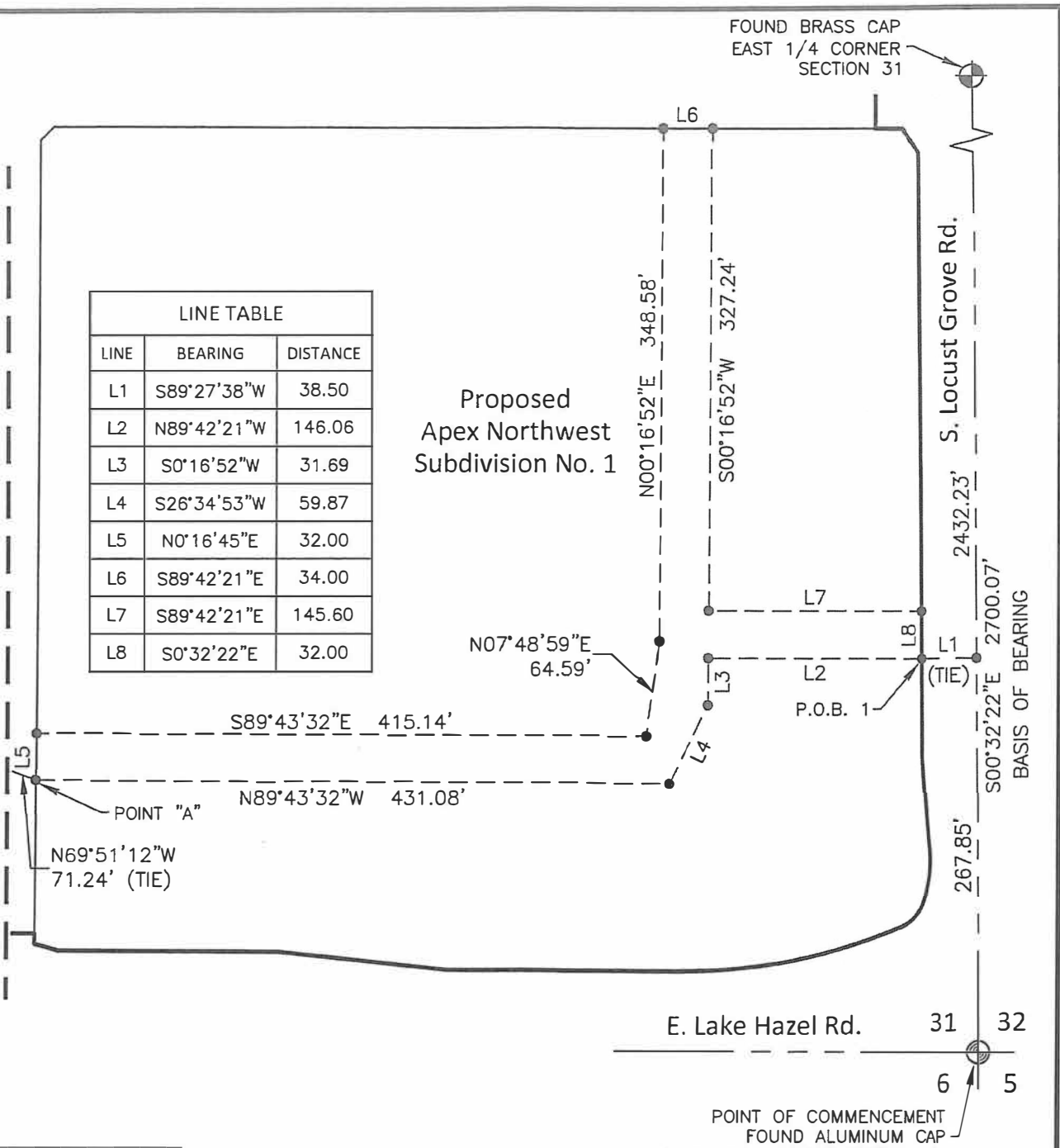
Item #5.

C:\USERS\CDRA PER KMENG\KM ENGINEERING\KM GENERAL - REMOTE WORK\PROJECT\20-155\CAD\SURVEY\EXHIBITS\211110 SEWER AND WATER EASEMENT SMITH BRIGHTON INC 20-155.DWG, CRAIG DRAPER, 11/11/2021, DWG TO PDF.PC3, 08.5X11 P (PDF)

MATCH LINE - SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°27'38"W	38.50
L2	N89°42'21"W	146.06
L3	S0°16'52"W	31.69
L4	S26°34'53"W	59.87
L5	N0°16'45"E	32.00
L6	S89°42'21"E	34.00
L7	S89°42'21"E	145.60
L8	S0°32'22"E	32.00

Proposed
Apex Northwest
Subdivision No. 1



km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenglp.com

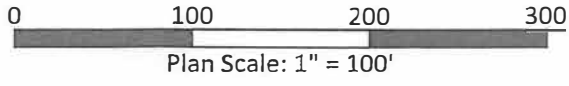


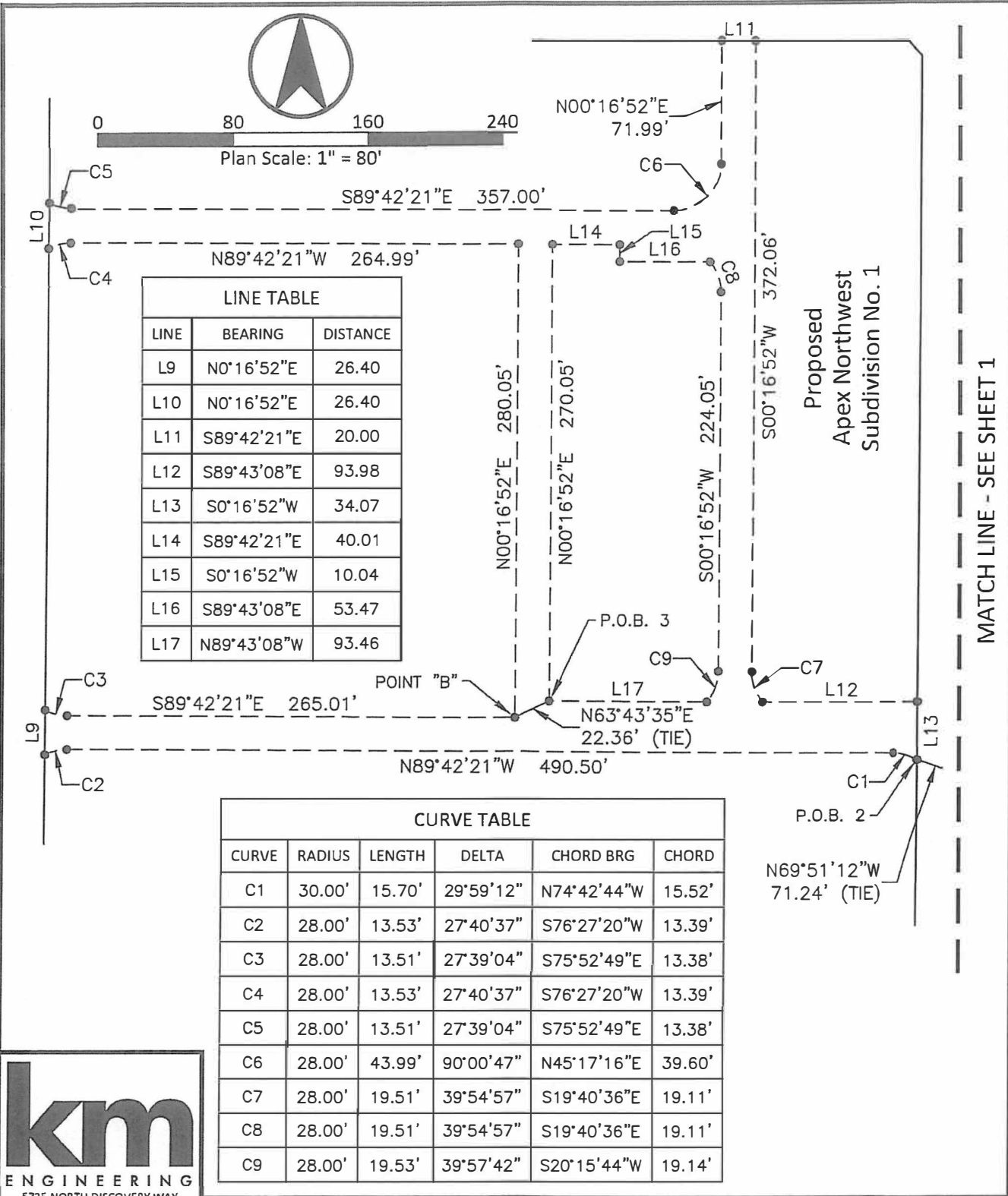
Exhibit B
City of Meridian Sewer and Water Easement

DATE: November 2021
PROJECT: 20-155
SHEET: 1 OF 2

Apex Northwest Subdivision No. 1
SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho

Item #5.

C:\USERS\CDRAPER.K\MENG\PROJECT\20-155\CAD\SURVEY\EXHIBITS\211110 SEWER AND WATER EASEMENT SMITH BRIGHTON INC 20-155.DWG, CRAIG DRAPER, 11/12/2021, DWG TO PDF.PC3, 08.5X11 P [PDF]



LINE TABLE

LINE	BEARING	DISTANCE
L9	N0°16'52"E	26.40
L10	N0°16'52"E	26.40
L11	S89°42'21"E	20.00
L12	S89°43'08"E	93.98
L13	S0°16'52"W	34.07
L14	S89°42'21"E	40.01
L15	S0°16'52"W	10.04
L16	S89°43'08"E	53.47
L17	N89°43'08"W	93.46

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	30.00'	15.70'	29°59'12"	N74°42'44"W	15.52'
C2	28.00'	13.53'	27°40'37"	S76°27'20"W	13.39'
C3	28.00'	13.51'	27°39'04"	S75°52'49"E	13.38'
C4	28.00'	13.53'	27°40'37"	S76°27'20"W	13.39'
C5	28.00'	13.51'	27°39'04"	S75°52'49"E	13.38'
C6	28.00'	43.99'	90°00'47"	N45°17'16"E	39.60'
C7	28.00'	19.51'	39°54'57"	S19°40'36"E	19.11'
C8	28.00'	19.51'	39°54'57"	S19°40'36"E	19.11'
C9	28.00'	19.53'	39°57'42"	S20°15'44"W	19.14'

KME ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

DATE: November 2021
 PROJECT: 20-155
 SHEET: 2 OF 2

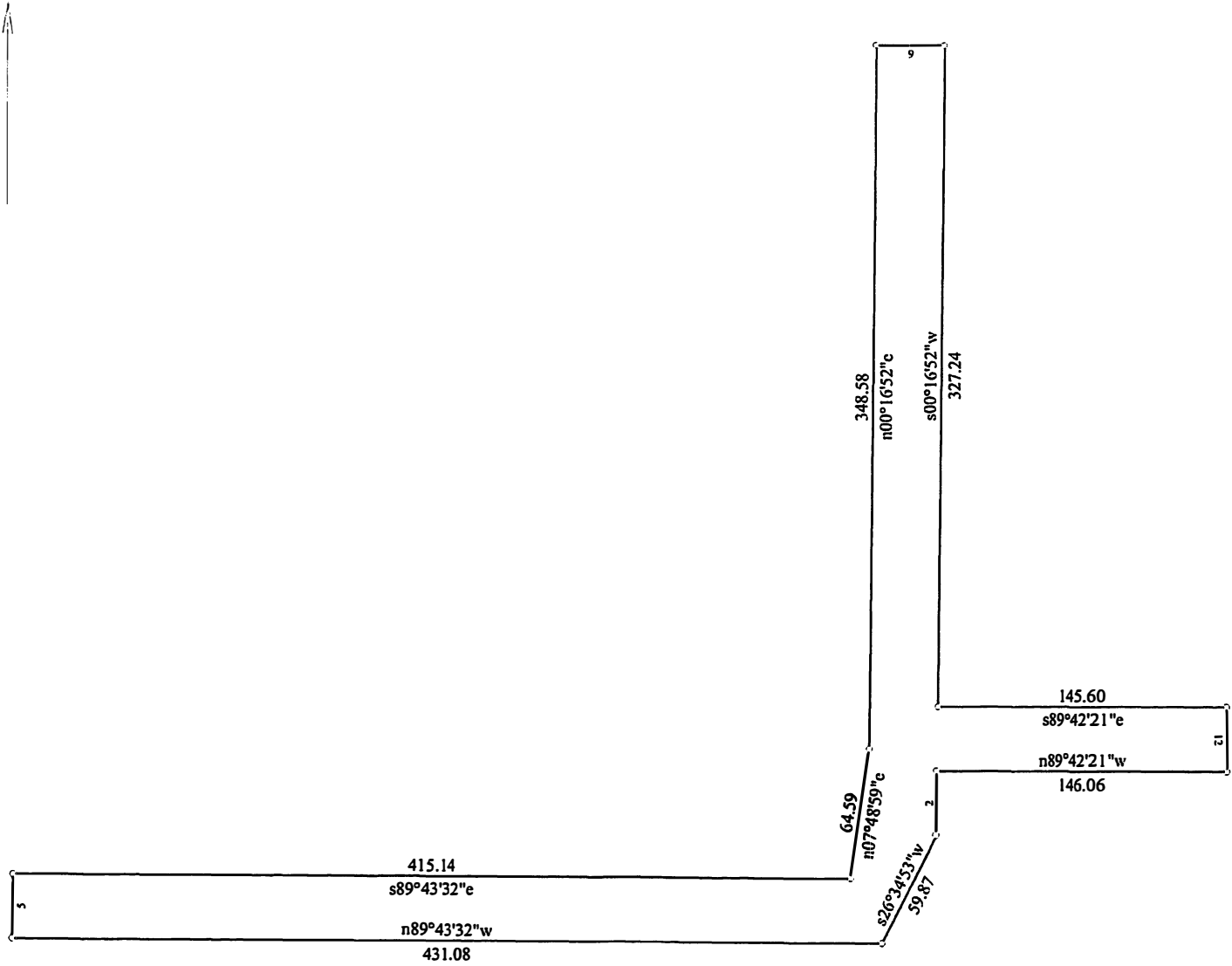
Exhibit B
 City of Meridian Sewer and Water Easement

Apex Northwest Subdivision No. 1
 SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho

MATCH LINE - SEE SHEET 1

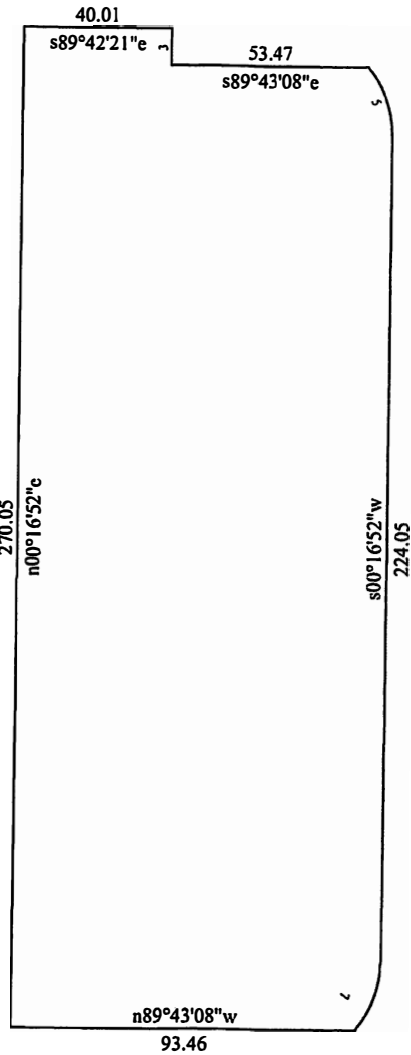
Proposed
Apex Northwest
Subdivision No. 1

Item #5.



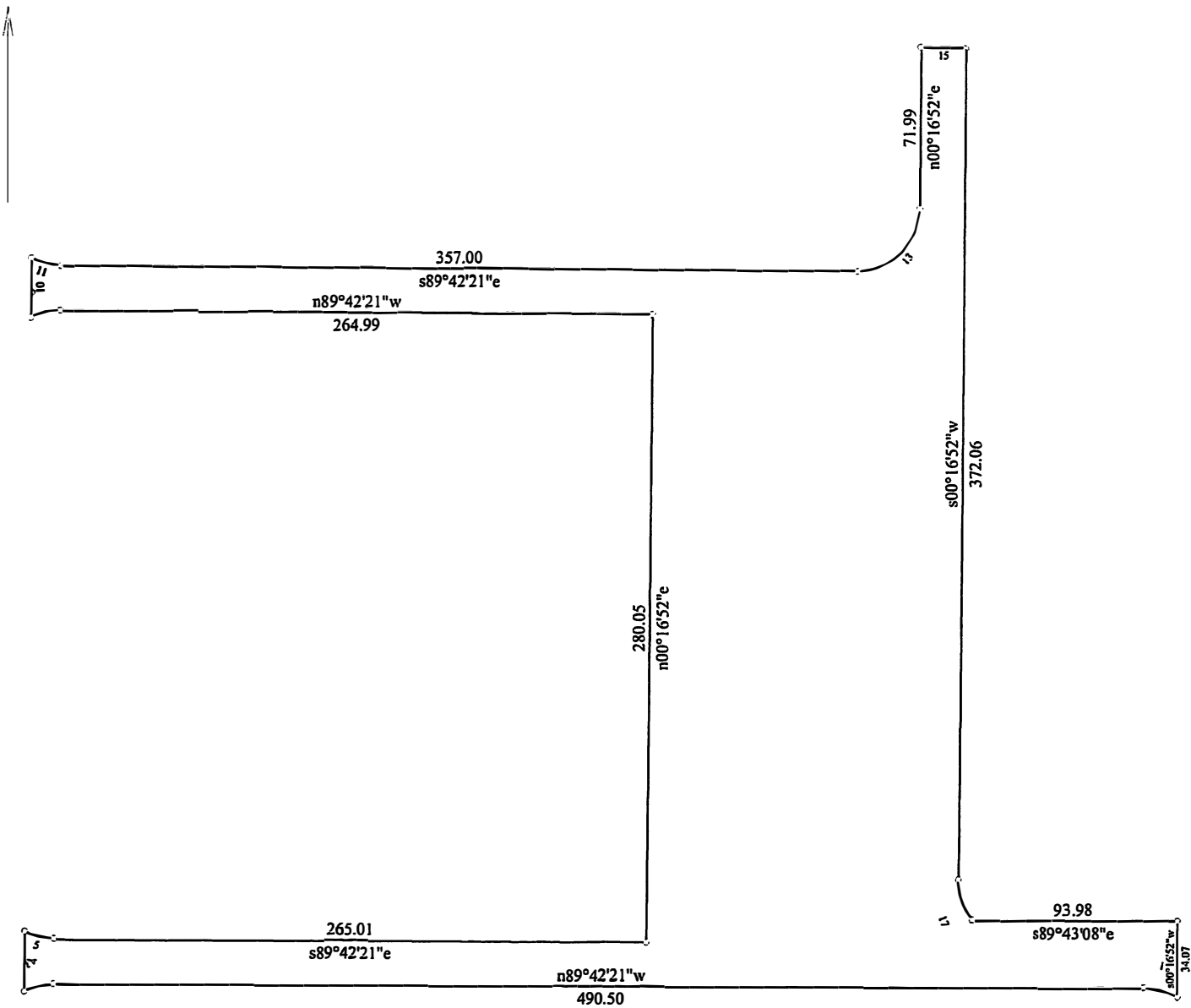
Title: Parcel 1 Meridian Sewre and Water Easement		Date: 11-11-2021
Scale: 1 inch = 80 feet	File:	
Tract 1: 0.755 Acres: 32897 Sq Feet: Closure = s06.1345w 0.00 Feet: Precision =1/589157: Perimeter = 2068 Feet		
001=n89.4221w 146.06	006=s89.4332e 415.14	011=s89.4221e 145.60
002=s00.1652w 31.69	007=n07.4859e 64.59	012=s00.3222e 32.00
003=s26.3453w 59.87	008=n00.1652e 348.58	
004=n89.4332w 431.08	009=s89.4221e 34.00	
005=n00.1645e 32.00	010=s00.1652w 327.24	

Item #5.



Title: Parcel 2 Meridian Sewer and Water Easement Exception		Date: 11-12-2021
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.604 Acres: 26328 Sq Feet: Closure = s83.1556w 0.01 Feet: Precision = 1/132014: Perimeter = 730 Feet		
001=n00.1652e 270.05	004=s89.4308e 53.47	007: Rt, R=28.00, Delta=39.5742 Eng=s20.1544w, Chd=19.14
002=s89.4221e 40.01	005: Rt, R=28.00, Delta=39.5457 Eng=s19.4036e, Chd=19.11	008=n89.4308w 93.46
003=s00.1652w 10.04	006=s00.1652w 224.05	

Item #5.



Title: Parcel 2 Meridian Sewer and Water Easement		Date: 11-11-2021
Scale: 1 inch = 70 feet	File:	
Tract 1: 1.406 Acres: 61225 Sq Feet: Closure = n39.4649w 0.02 Feet: Precision = 1/125775: Perimeter = 2436 Feet		
001: Lt, R=30.00, Delta=29.5912 Bng=n74.4244w, Chd=15.52	008=n89.4221w 264.99	015=s89.4221e 20.00
002=n89.4221w 490.50	009: Lt, R=28.00, Delta=27.4037 Bng=s76.2720w, Chd=13.39	016=s00.1652w 372.06
003: Lt, R=28.00, Delta=27.4037 Bng=s76.2720w, Chd=13.39	010=n00.1652e 26.40	017: Lt, R=28.00, Delta=39.5457 Bng=s19.4036e, Chd=19.11
004=n00.1652e 26.40	011: Lt, R=28.00, Delta=27.3904 Bng=s75.5249e, Chd=13.38	018=s89.4308e 93.98
005: Lt, R=28.00, Delta=27.3904 Bng=s75.5249e, Chd=13.38	012=s89.4221e 357.00	019=s00.1652w 34.07
006=s89.4221e 265.01	013: Lt, R=28.00, Delta=90.0047 Bng=n45.1716e, Chd=39.60	
007=n00.1652e 280.05	014=n00.1652e 71.99	



AGENDA ITEM

ITEM TOPIC: Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement
No. 2

ESMT-2022-0145 Apex Northwest Subdivision No. 1
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April 2022 between Smith Brighton Inc. (“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, it's 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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires: _____

November 18, 2021
 Project No.: 20-155
 Apex Northwest Subdivision
 City of Meridian Sewer and Water Easement
 Legal Description

Exhibit A

Parcels of land for a City of Meridian sewer and water easement being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Southeast corner of said Section 31, which bears $S00^{\circ}32'22''E$ a distance of 2,700.07 feet from a brass cap marking the East 1/4 corner of said Section 31, thence following the easterly line of the Southeast 1/4 of said Section 31, $N00^{\circ}32'22''W$ a distance of 723.01 feet;

Thence leaving said easterly line, $S89^{\circ}27'38''W$ a distance of 339.16 feet to **POINT OF BEGINNING 1.**

Thence $S00^{\circ}17'39''W$ a distance of 24.50 feet;

Thence $N89^{\circ}42'21''W$ a distance of 37.00 feet;

Thence $N00^{\circ}17'39''E$ a distance of 24.50 feet to a point hereinafter referred to as Point "A";

Thence $S89^{\circ}42'21''E$ a distance of 37.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 907 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence $N88^{\circ}46'07''W$ a distance of 272.56 feet to **POINT OF BEGINNING 2.**

Thence $S00^{\circ}16'52''W$ a distance of 19.96 feet;

Thence $N89^{\circ}43'08''W$ a distance of 31.00 feet;

Thence $N00^{\circ}16'52''E$ a distance of 19.97 feet to a point hereinafter referred to as Point "B";

Thence $S89^{\circ}42'12''E$ a distance of 31.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 619 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence $N89^{\circ}49'00''W$ a distance of 259.00 feet to **POINT OF BEGINNING 3.**

Thence $S00^{\circ}16'52''W$ a distance of 21.50 feet;

Thence $N89^{\circ}43'08''W$ a distance of 37.00 feet;

Thence $N00^{\circ}16'52''E$ a distance of 21.51 feet to a point hereinafter referred to as Point "C";

Thence $S89^{\circ}42'19''E$ a distance of 37.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 796 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "C", thence N89°35'47"W a distance of 263.00 feet to **POINT OF BEGINNING 4.**

Thence S00°16'53"W a distance of 21.45 feet;
Thence N89°43'08"W a distance of 37.50 feet;
Thence N00°16'52"E a distance of 21.47 feet;
Thence S89°40'48"E a distance of 37.50 feet to **POINT OF BEGINNING 4.**

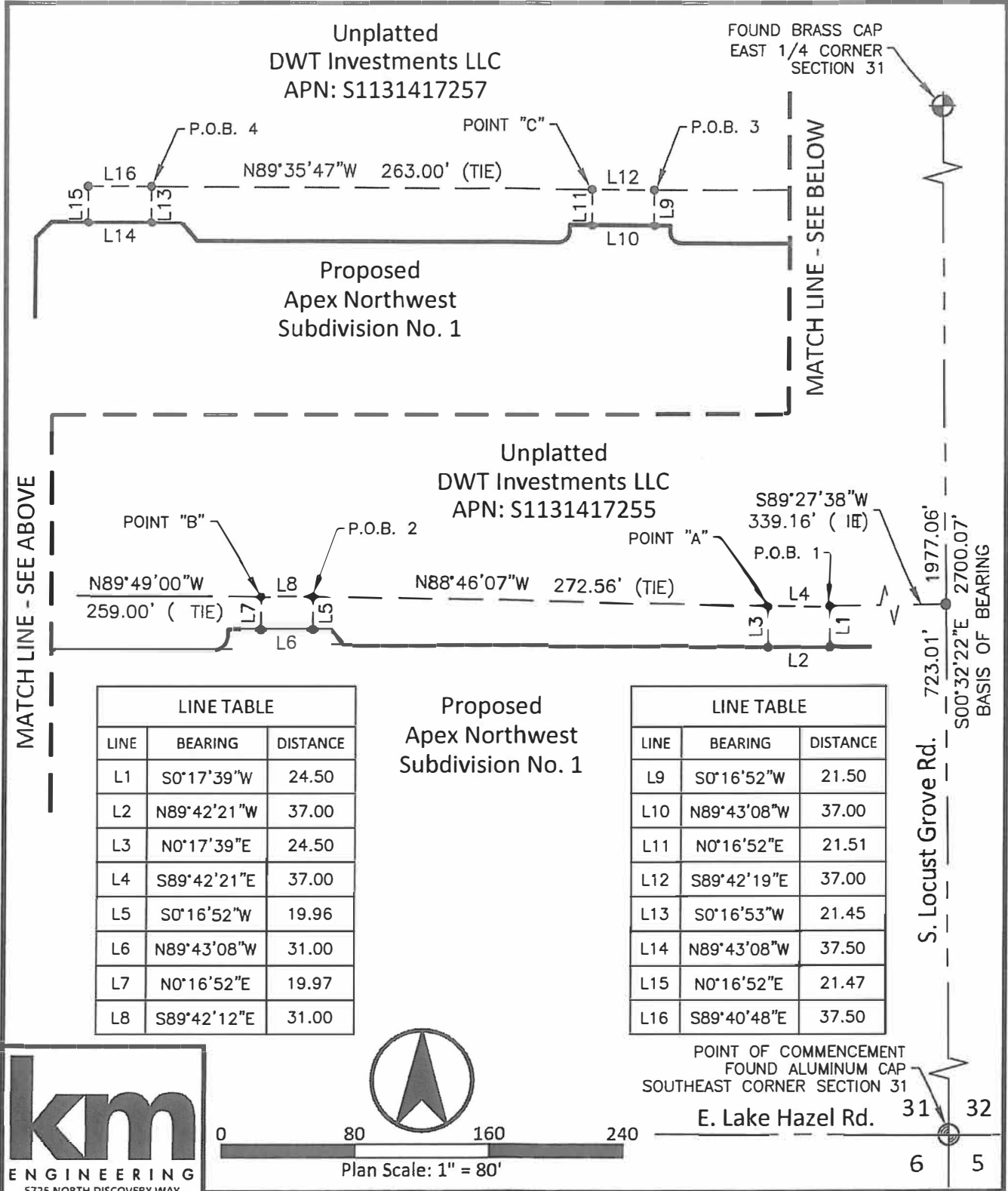
Said parcel contains 805 square feet.

Said description contains a total of 3,127 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



C:\USERS\CDRAPER-KM\ENGINEERING\KM GENERAL - REMOTE WORK\PROJECT\20-155\CAD\SURVEY\EXHIBITS\211110 SEWER AND WATER EASEMENT DWT INVESTMENTS LLC 20-155.DWG, CRAIG DRAPER, 11/12/2021, DWG TO PDF.PC3, 08.5X1.1 P [PDF]



LINE TABLE

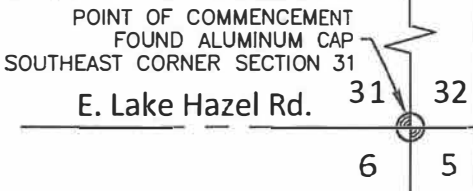
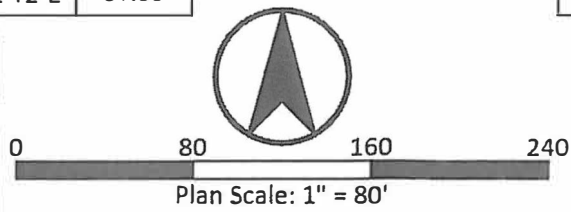
LINE	BEARING	DISTANCE
L1	S0°17'39"W	24.50
L2	N89°42'21"W	37.00
L3	N0°17'39"E	24.50
L4	S89°42'21"E	37.00
L5	S0°16'52"W	19.96
L6	N89°43'08"W	31.00
L7	N0°16'52"E	19.97
L8	S89°42'12"E	31.00

**Proposed
Apex Northwest
Subdivision No. 1**

LINE TABLE

LINE	BEARING	DISTANCE
L9	S0°16'52"W	21.50
L10	N89°43'08"W	37.00
L11	N0°16'52"E	21.51
L12	S89°42'19"E	37.00
L13	S0°16'53"W	21.45
L14	N89°43'08"W	37.50
L15	N0°16'52"E	21.47
L16	S89°40'48"E	37.50

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

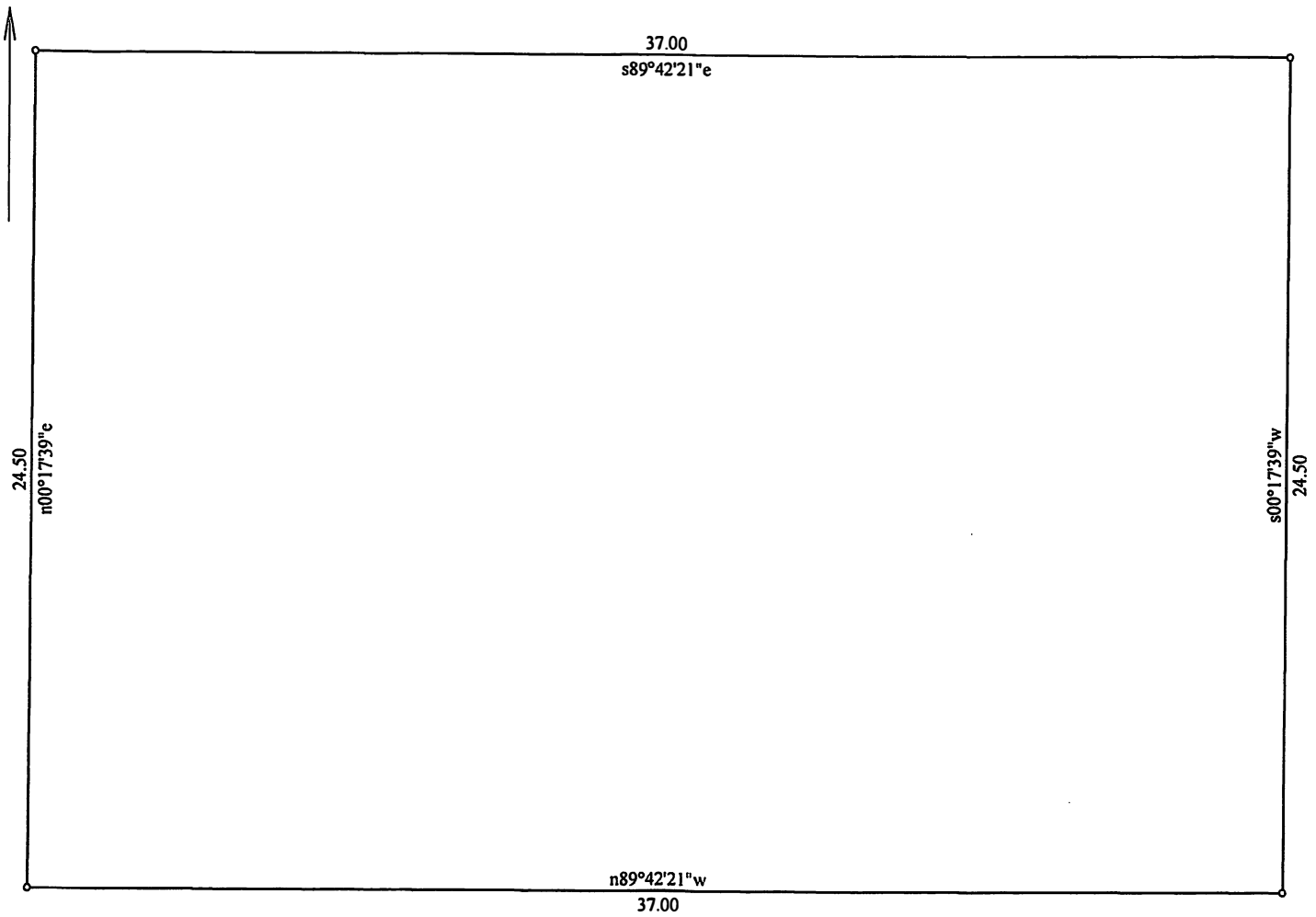


DATE: November 2021
PROJECT: 20-155
SHEET: 1 OF 1

Exhibit B
City of Meridian Sewer and Water Easement

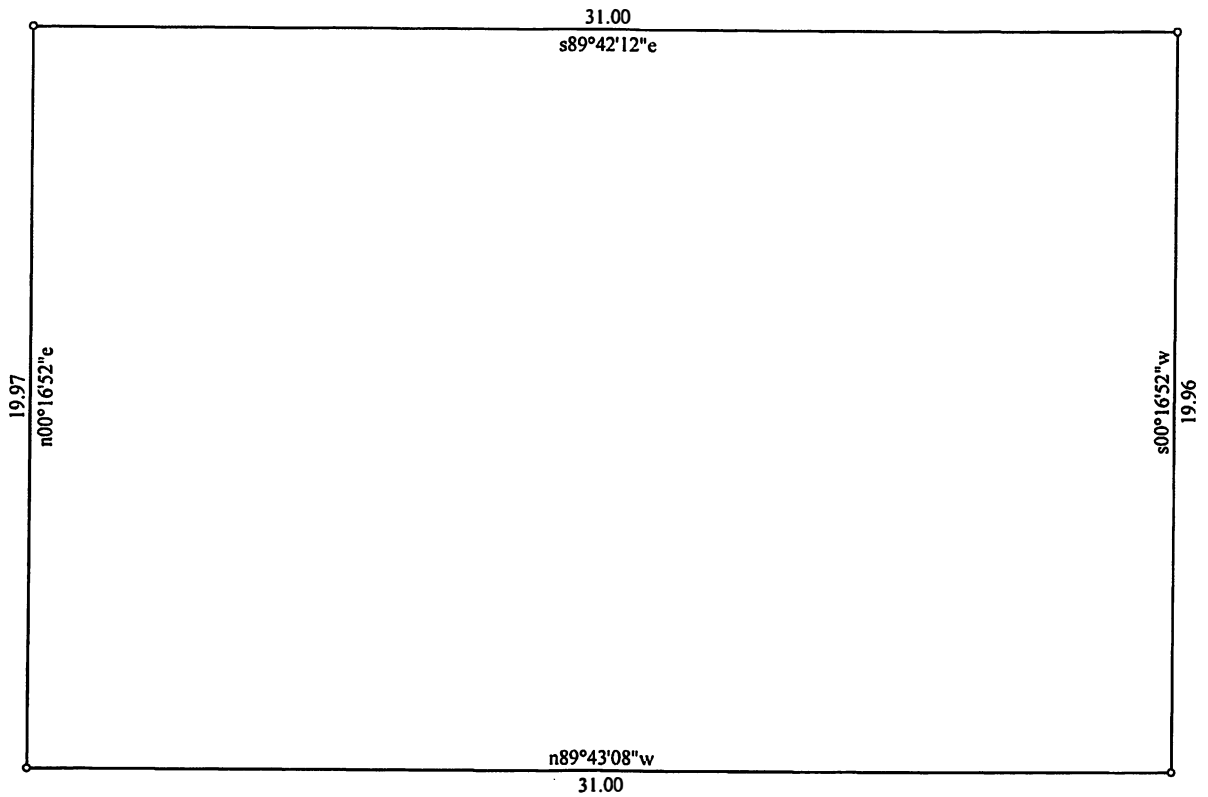
Apex Northwest Subdivision
SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho

Item #6.



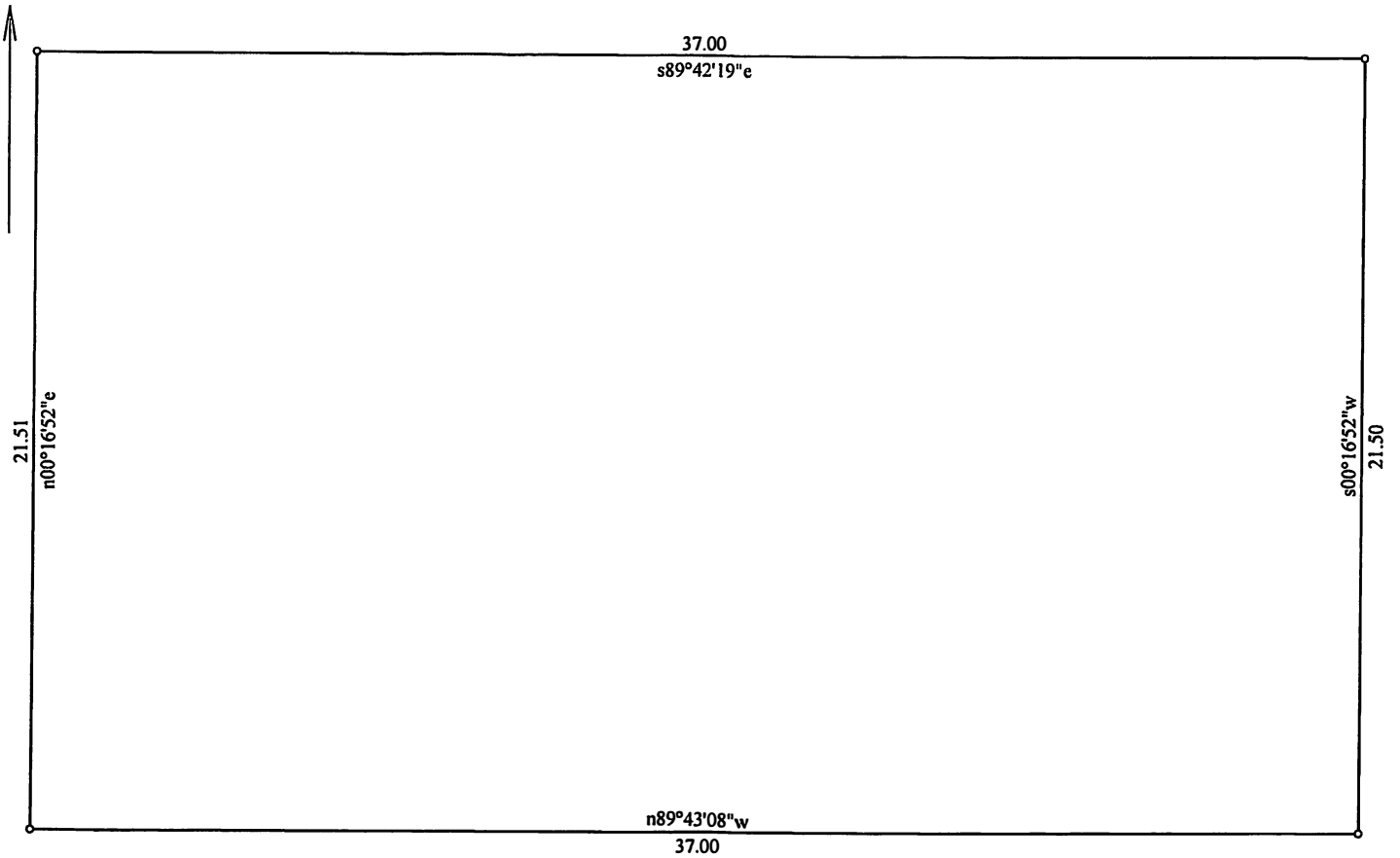
Title: Parcel 1 Meridian Sewer and Water Easement 20-155		Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.021 Acres: 907 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/9999999: Perimeter = 123 Feet		
001=s00.1739w 24.50	003=n00.1739e 24.50	
002=n89.4221w 37.00	004=s89.4221e 37.00	

Item #6.



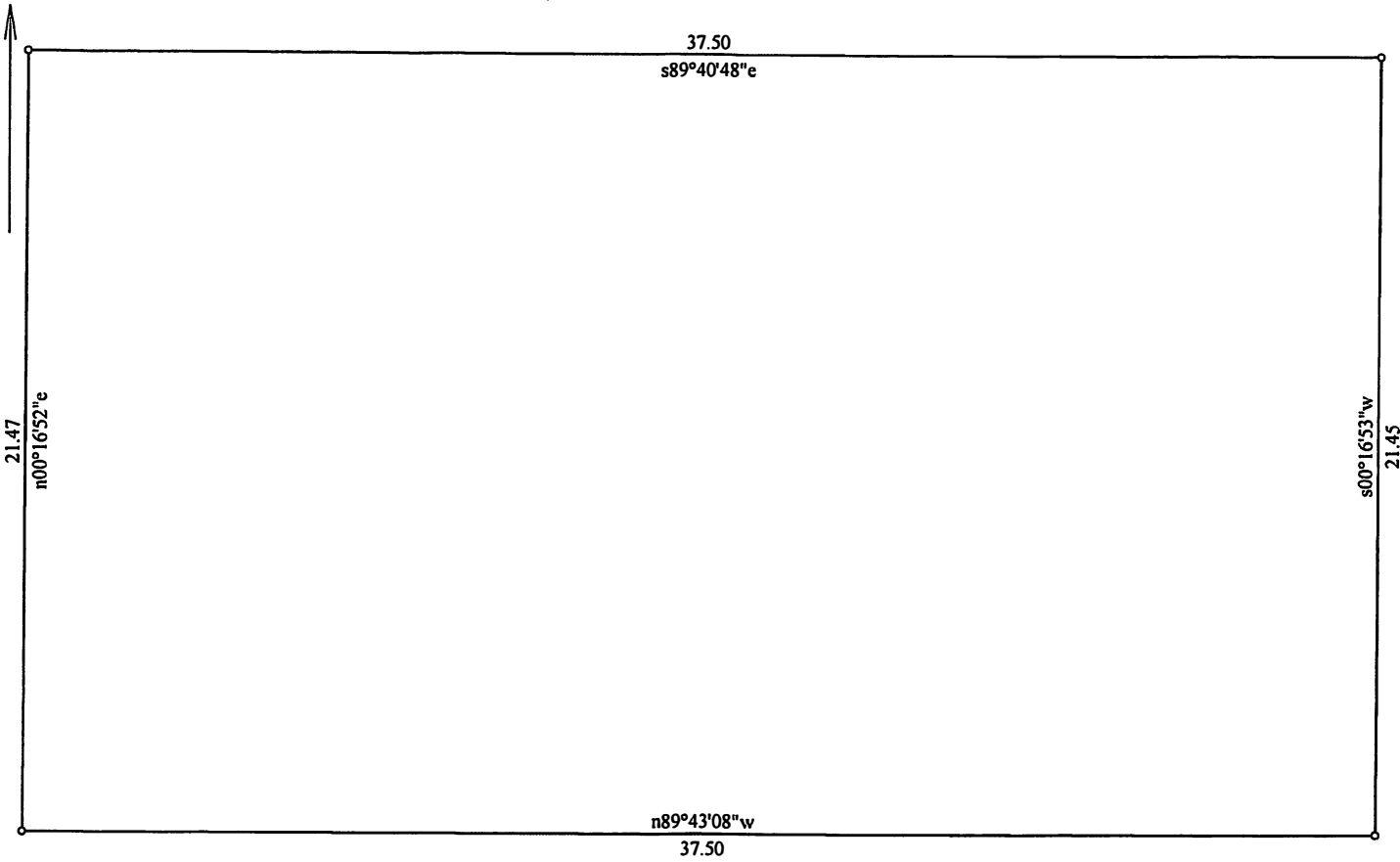
Title: Parcel 2 Meridian Sewer and Water Easement 20-155		Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.014 Acres: 619 Sq Feet: Closure = s00.1423w 0.00 Feet: Precision =1/64365: Perimeter = 102 Feet		
001=s00.1652w 19.96	003=n00.1652e 19.97	
002=n89.4308w 31.00	004=s89.4212e 31.00	

Item #6.



Title: Parcel 3 Meridian Sewer and Water Easement 20-155		Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.018 Acres: 796 Sq Feet: Closure = s00.1354w 0.00 Feet: Precision =1/96676: Perimeter = 117 Feet		
001=s00.1652w 21.50	003=n00.1652e 21.51	
002=n89.4308w 37.00	004=s89.4219e 37.00	

Item #6.



Title: Parcel 4 Meridian Sewer and Water Easement 20-155		Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.018 Acres: 805 Sq Feet: Closure = n01.2752e 0.01 Feet: Precision =1/21621: Perimeter = 118 Feet		
001=s00.1653w 21.45	003=n00.1652e 21.47	
002=n89.4308w 37.50	004=s89.4048e 37.50	



AGENDA ITEM

ITEM TOPIC: Chukar Ridge Subdivision Emergency Access Easement Agreement

ESMT-2022-0136 Chukar Ridge Subdivision

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this 5th day of April, 2022, between **Joint School District No. 2**, doing business as the **West Ada School District**, an Idaho school district and body corporate and politic of the State of Idaho, hereinafter referred to as "Grantor," the **City of Meridian**, an Idaho municipal corporation, hereinafter referred to as "Grantee" and **AMH Development, LLC**, a Delaware Limited Liability Company, whose address is 1961 N. Locust Grove Rd, Meridian, Idaho 83646, hereinafter referred to as "AMH");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian is requiring an access area for emergency vehicles as a condition of development approval for an adjacent parcel owned by AMH; and

WHEREAS, Grantor desires to grant an easement for ingress and egress across those certain parts of Grantor's property defined herein to allow for emergency vehicle access; and

WHEREAS, AMH shall construct certain 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 non-exclusive easement and right-of-way on, over, across and through Grantor's property with the free right of access to such property at any and all times and for the purpose of allowing egress and ingress to and from the property for emergency vehicle access. Pursuant to the International Fire Code, this access road constructed by AMH shall be constructed of an improved surface capable of supporting 75,000 GVW;

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

THE GRANTOR, hereby covenants and agrees that no structures shall be constructed, erected, or placed upon the surface of the easement area that would materially impair the normal operation or use of the easement area for emergency vehicular purposes. No parking of vehicles within the easement area shall be permitted. THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.


IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that AMH shall repair and maintain the access roadway 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 parties have hereunto subscribed their signatures the day and year first hereinabove written.

GRANTOR: JOINT SCHOOL DISTRICT NO. 2 DBA WEST ADA SCHOOL DISTRICT

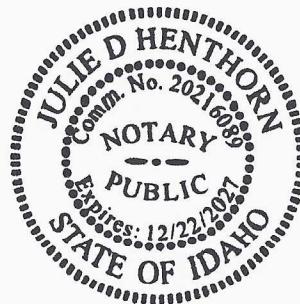

By: Dr. Derek Bub
Its: Superintendent

STATE OF IDAHO)
) ss.
County of Ada)

On this 18 day of January, 2022, before me, a Notary Public, in and for said State, personally appeared Dr. Derek Bub, known or identified to me to be the Superintendent of Joint School District No. 2, doing business as the West Ada School District, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said school district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Julie D. Henthorn
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 12/22/2027



AMH: AMH DEVELOPMENT, LLC

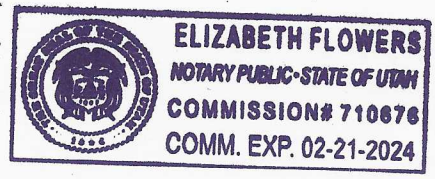
[Signature]
By: BRENT JOHNSON
Its: VP - LAND DEV.

Utah
STATE OF ~~IDAHO~~
Salt Lake ss.
County of Ada

On this 14 day of February, 2022, before me, a Notary Public, personally Brent Johnson, known or identified to me to be the V.P. Land dev of AMH Development, LLC, a Delaware Limited Liability Company, whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC FOR ~~IDAHO~~ Utah
Residing at Cottonwood Heights UT
My Commission Expires 02/21/2024





December 21, 2021
Project No.: 119192

EXHIBIT "A"
EMERGENCY ACCESS EASEMENT
WEST ADA SCHOOL DISTRICT
CITY OF MERIDIAN

An emergency access easement located in a portion of Parcel "A", as same is shown on Record of Survey No. 13067, recorded under Instrument No. 2021-141377, records of Ada County, being situate in the southwest quarter of the northeast quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 32 (from which the Center One Quarter corner of said Section 32 bears South 00°36'39" West, 2631.90 feet distant); Thence South 00°36'39" West, 2003.87 feet on the north/south mid-section line of said Section 32; Thence South 89°23'21" East, 1322.43 feet to the northeast corner of said Parcel "A", said point being the **POINT OF BEGINNING**:

Thence on the easterly boundary of said Parcel "A", South 00° 34' 42" West, 69.49 feet;
Thence leaving said easterly boundary, South 65° 08' 30" West, 13.29 feet;
Thence North 00° 34' 42" East, 69.82 feet to a point on the northerly boundary of said Parcel "A";
Thence on said northerly boundary, North 66° 26' 46" East, 13.15 feet to the **POINT OF BEGINNING**.

The above-described easement contains 836 Ft², more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



Item #7.

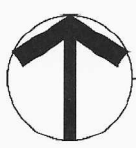
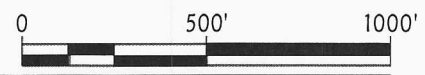
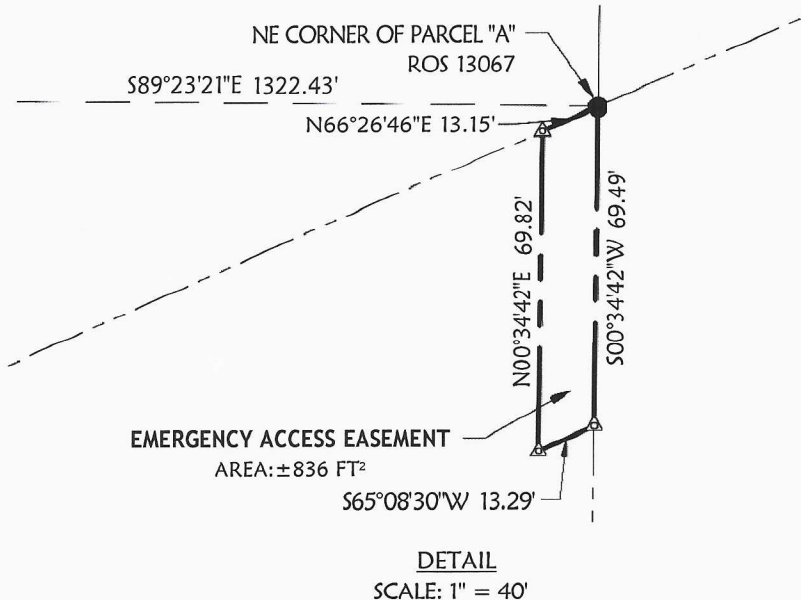
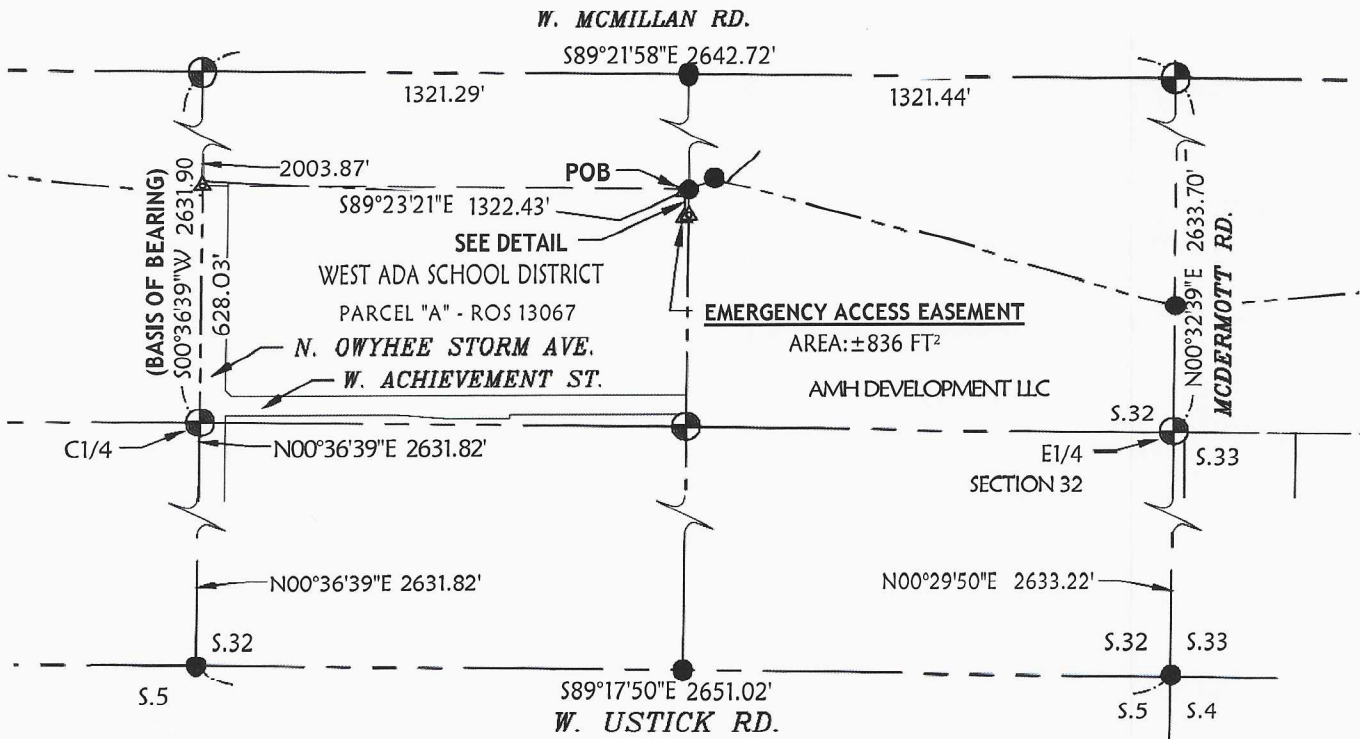


Exhibit "B"

Horizontal Scale: 1" = 500'

Project No.: 119192
Date of Issuance: December 21, 2021



**Emergency Access Easement
 West Ada School District
 City of Meridian**

1 of 1

File Location: g:\2019\119192\land\survey\exhibits\ex-211221 emergency access easement - west ada school.dfd\id.com 119192.dwg
 Last Plotted: Bryan Inhofe
 Date Plotted: Tuesday, December 21, 2021 at 02:44 PM



December 21, 2021
Project No.: 119192

EXHIBIT "A"
EMERGENCY ACCESS EASEMENT
AMH DEVELOPMENT LLC
CITY OF MERIDIAN

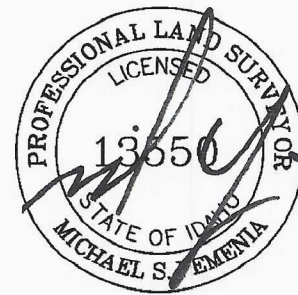
An emergency access easement located in a portion southeast quarter of the northeast quarter of Section 31, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the north quarter corner of said Section 32 (from which point the center quarter corner of said Section 32 bears South 00°36'39" West, 2631.90 feet distant); Thence South 00°36'39" West, 2003.87 feet on the north/south mid-section line of said Section 32; Thence South 89°23'21" East, 1322.43 feet to the northeast corner of Parcel "A", as same is shown on Record of Survey No. 13067, recorded under Instrument No. 2021-141377, records of Ada County, said point being the **POINT OF BEGINNING**:

Thence North 66° 29' 36" East, 13.14 feet;
Thence South 00° 34' 42" West, 33.67 feet to a point of curvature;
Thence 34.71 feet on the arc of a curve to the left, having a radius of 28.00 feet, a central angle of 71° 01' 16", and whose long chord bears South 34° 55' 56" East, 32.53 feet;
Thence South 65° 08' 30" West, 34.21 feet to a point on the easterly boundary of said Parcel "A";
Thence on said easterly boundary line, North 00° 34' 42" East, 69.47 feet to the **POINT OF BEGINNING**.

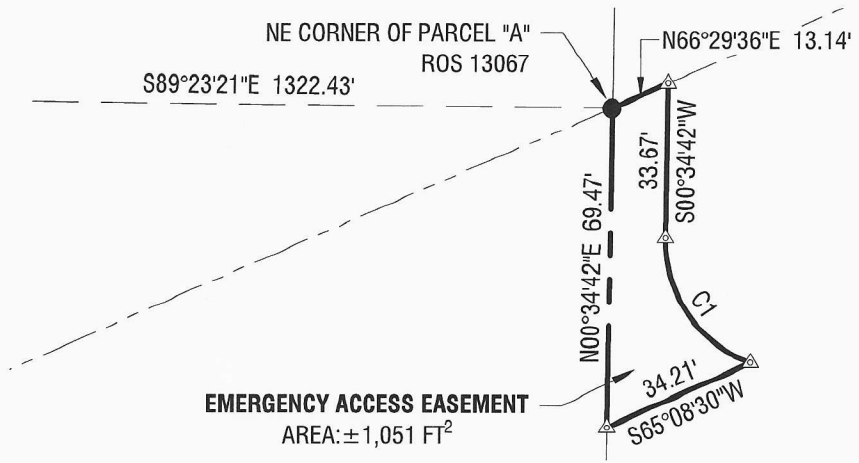
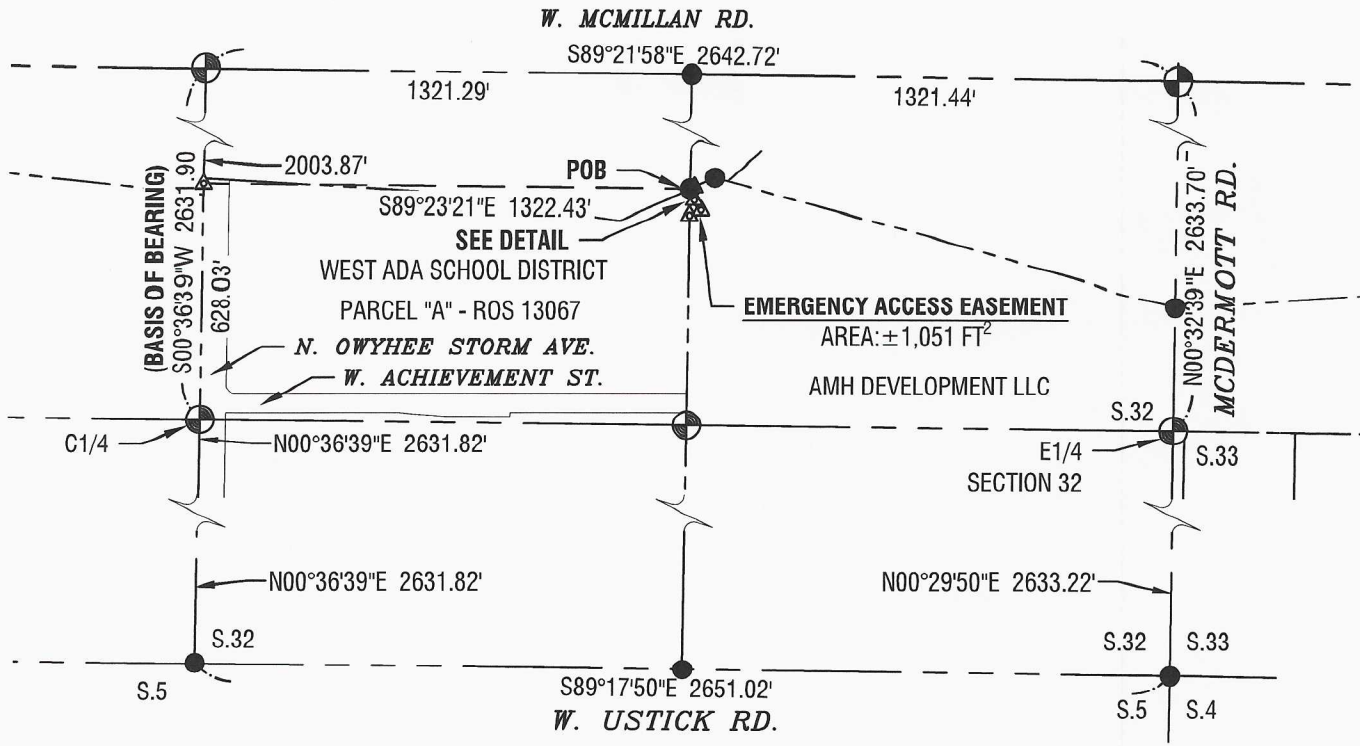
The above described easement contains 1,051 Ft², more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



12/21/2021

Item #7.



DETAIL
SCALE: 1" = 40'

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	34.71'	28.00'	71°01'16"	S34°55'56"E	32.53'

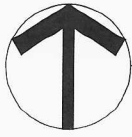


Exhibit "B"

Horizontal Scale: 1" = 500'

Project No.: 119192
Date of Issuance: December 21, 2021



**Emergency Access Easement
AMH Development LLC
City of Meridian**

1 of 1

File Location: g:\2019\1192\cad\survey\exhibits\ex.21.1221 emergency access easement - amh development llc.com 119192.dwg
Last Plotted By: dan infonso
Date Plotted: Tuesday, December 21 2021 at 02:40 PM



December 21, 2021
Project No.: 119192

EXHIBIT "A"
EMERGENCY ACCESS EASEMENT
WEST ADA SCHOOL DISTRICT
CITY OF MERIDIAN

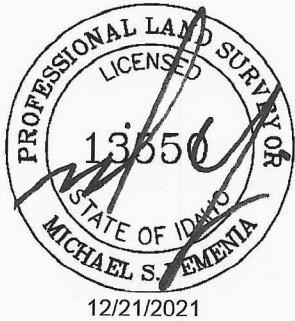
An emergency access easement located in a portion of Parcel "A", as same is shown on Record of Survey No. 13067, recorded under Instrument No. 2021-141377, records of Ada County, being situate in the southwest quarter of the northeast quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 32 (from which the Center One Quarter corner of said Section 32 bears South 00°36'39" West, 2631.90 feet distant); Thence South 00°36'39" West, 2003.87 feet on the north/south mid-section line of said Section 32; Thence South 89°23'21" East, 1322.43 feet to the northeast corner of said Parcel "A", said point being the **POINT OF BEGINNING**:

Thence on the easterly boundary of said Parcel "A", South 00° 34' 42" West, 69.49 feet;
Thence leaving said easterly boundary, South 65° 08' 30" West, 13.29 feet;
Thence North 00° 34' 42" East, 69.82 feet to a point on the northerly boundary of said Parcel "A";
Thence on said northerly boundary, North 66° 26' 46" East, 13.15 feet to the **POINT OF BEGINNING**.

The above-described easement contains 836 Ft², more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



Item #7.

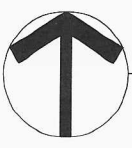
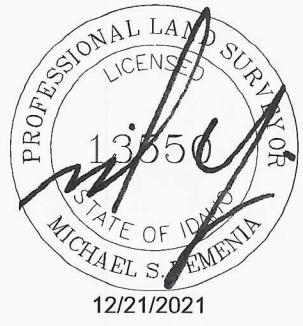
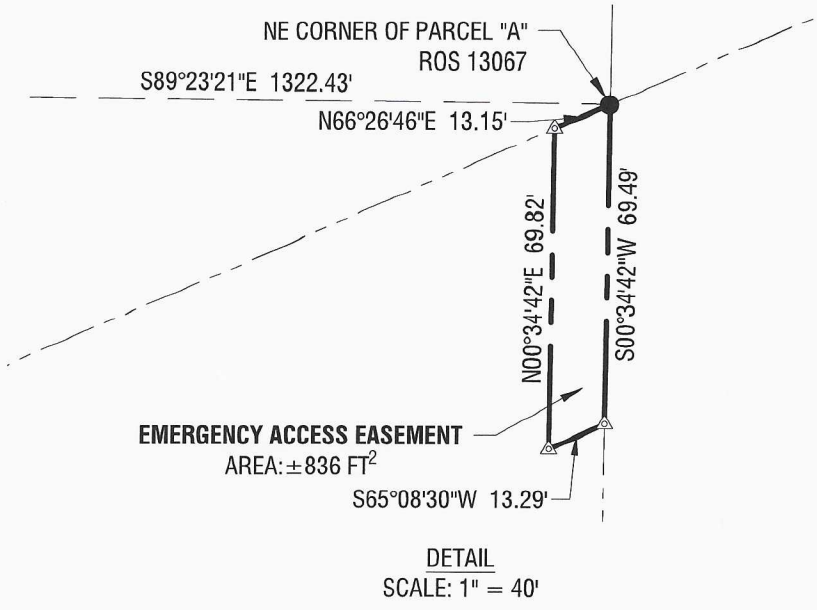
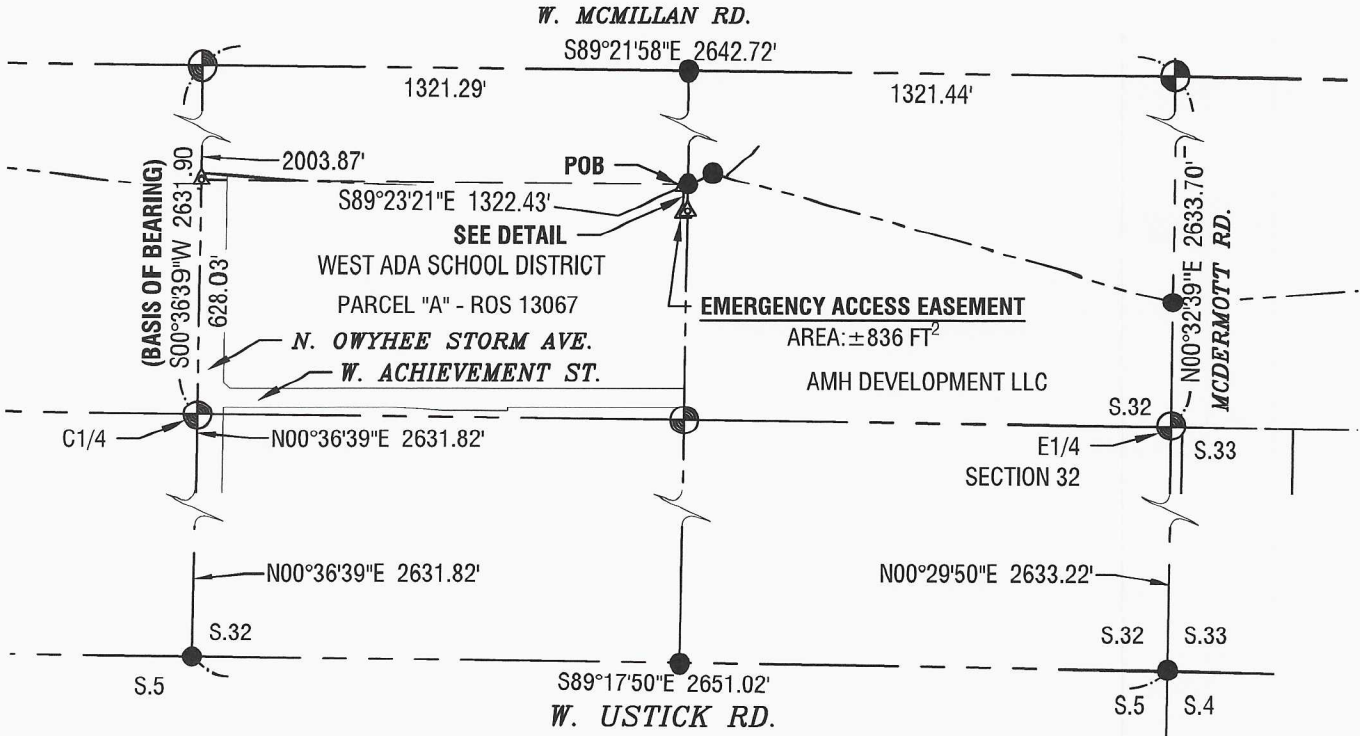


Exhibit "B"

Horizontal Scale: 1" = 500'

Project No.: 119192
Date of Issuance: December 21, 2021



**Emergency Access Easement
West Ada School District
City of Meridian**

1 of 1

File Location: p:\2019\119192\cad\survey\exhibits\ex 21 1221 emergency access easement - west ada school district.com 119192.dwg
 Last Plotted By: dan infoes
 Date Plotted: Tuesday, December 21 2021 at 02:44 PM



AGENDA ITEM

ITEM TOPIC: Everest Office Water Main Easement

ESMT-2022-0137 Everest Office

WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April, 2022 between Encore Development, LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the water main 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 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 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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 an

March 1, 2022

Project Name: 2054 Everest Office

Project No. 21-171

City of Meridian Water Main Easement

Easement No.: ESMT-2022-0137

Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Main Easement over a portion of Lot 19, Block 1 of Hastings Subdivision No. 3 (Book 112 of Plats, Pages 16342-16344), situated in the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass plug marking the Southwest corner of said Lot 19, which bears $S00^{\circ}21'16''W$ a distance of 154.99 feet from a found 1/2-inch rebar marking the Northwest corner of said Lot 19, thence following the westerly boundary line of said Lot 19, $N00^{\circ}21'16''E$ a distance of 91.91 feet; Thence leaving said westerly boundary line, $S89^{\circ}38'44''E$ a distance of 15.00 feet to the westerly line of an existing City of Meridian Sanitary Sewer and Water Main Easement per Instrument No. 2017-084174 and being the **POINT OF BEGINNING**.

Thence $S89^{\circ}49'15''E$ a distance of 7.50 feet;
 Thence $N46^{\circ}41'33''E$ a distance of 11.26 feet;
 Thence $S89^{\circ}38'34''E$ a distance of 8.83 feet;
 Thence $S00^{\circ}20'55''W$ a distance of 10.00 feet;
 Thence $N89^{\circ}38'34''W$ a distance of 4.83 feet;
 Thence $S46^{\circ}41'33''W$ a distance of 11.24 feet;
 Thence $N89^{\circ}49'15''W$ a distance of 5.52 feet to said westerly easement line;
 Thence following said westerly easement line the following three (3) courses:

1. $N00^{\circ}21'16''E$ a distance of 5.27 feet;
2. $N89^{\circ}38'44''W$ a distance of 6.00 feet;
3. $N00^{\circ}21'16''E$ a distance of 4.71 feet to the **POINT OF BEGINNING**.

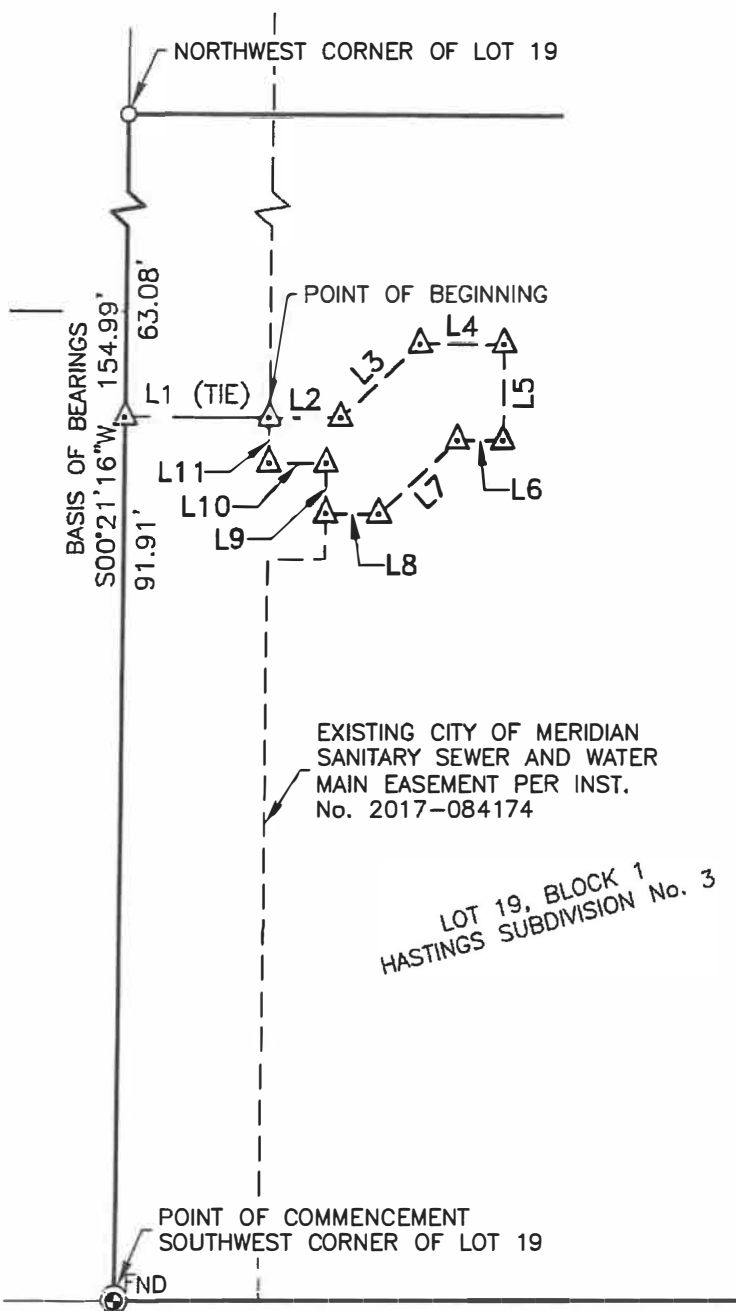
Said parcel contains 244 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



Item #8.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°38'44\"E	15.00
L2	S89°49'15\"E	7.50
L3	N46°41'33\"E	11.26
L4	S89°38'34\"E	8.83
L5	S0°20'55\"W	10.00
L6	N89°38'34\"W	4.83
L7	S46°41'33\"W	11.24
L8	N89°49'15\"W	5.52
L9	N0°21'16\"E	5.27
L10	N89°38'44\"W	6.00
L11	N0°21'16\"E	4.71

EXISTING CITY OF MERIDIAN
SANITARY SEWER AND WATER
MAIN EASEMENT PER INST.
No. 2017-084174

LOT 19, BLOCK 1
HASTINGS SUBDIVISION No. 3

LEGEND

- FND FOUND BRASS PLUG
- FOUND 1/2" REBAR
- CALCULATED POINT
- BOUNDARY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE, AS NOTED
- SURVEY TIE LINE



Plan Scale



km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: March 2022
PROJECT: 21-171

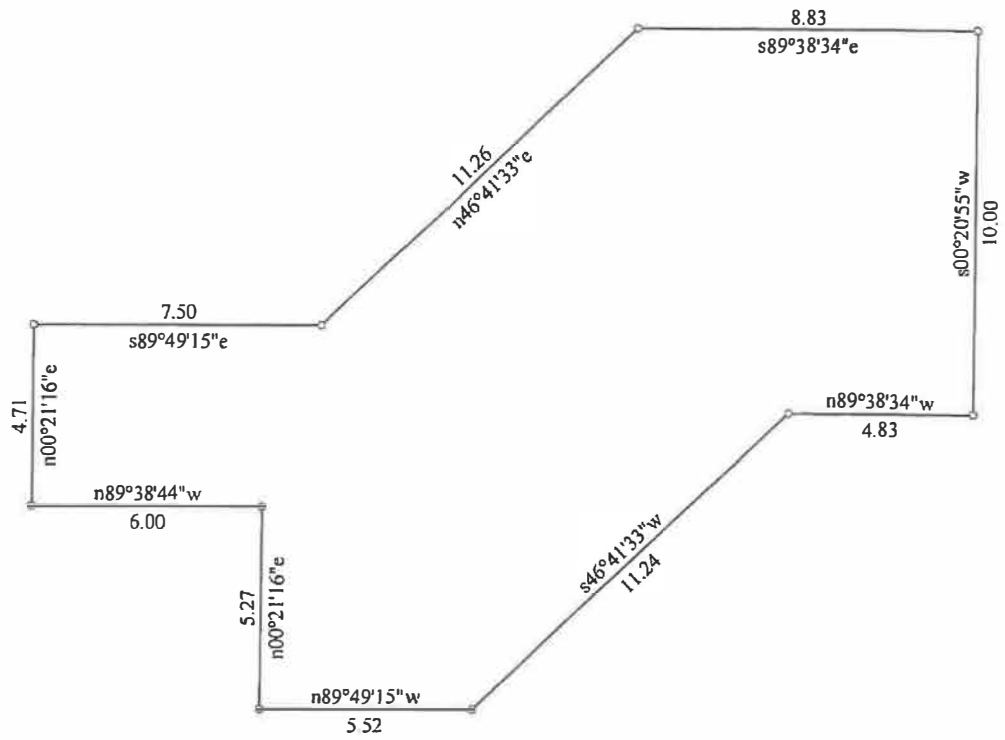
SHEET:
1 OF 1

Exhibit B
City of Meridian Water Main Easement

A portion of Lot 19, Block 1 of Hastings Subdivision No. 3, situated in the Northwest 1/4 of the Northeast 1/4 of Section 26, T. 4 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho

P:\21-171\CAD\SURVEY\EXHIBITS\21-171 WATER MAIN EASEMENT.DWG, BILL HYNSON, 3/1/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]

Item #8.



Title:		Date: 03-01-2022
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.006 Acres: 244 Sq Feet: Closure = n86.1152e 0.00 Feet: Precision = 1/16575: Perimeter = 75 Feet		
001=s89.4915e 7.50	005=n89.3834w 4.83	009=n89.3844w 6.00
002=n46.4133e 11.26	006=s46.4133w 11.24	010=n00.2116e 4.71
003=s89.3834e 8.83	007=n89.4915w 5.52	
004=s00.2055w 10.00	008=n00.2116e 5.27	



AGENDA ITEM

ITEM TOPIC: Roaring Springs East Expansion Water Main Easement No. 1

ESMT-2022-0154 Roaring Springs East Expansion
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April, 2022, between BOWDEN PROPERTIES, INC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the water main 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 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 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-202

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires: _____



DESCRIPTION
WATER LINE EASEMENT
FOR
BOWDEN PROPERTIES LLC
EASEMENT NO. 1

EXHIBIT "A"

The following describes a 20.00 foot wide waterline easement lying within a portion of Lots 10, 11, 16, 17, 18, 27 and 28, Block 1, Plat of Interstate Center a Subdivision, Book 74, Pages 7656-7357, Ada County Record's and also lying within a portion of the Southeast Quarter (SE1/4) of Section 13, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the southeast corner of said Section 13; Thence, along the south boundary line of said SE1/4, as shown in said Interstate Center Subdivision, North 89°46'23" West, 742.03 feet; Thence, North 01°02'27" East, 45.00 feet to the southeast corner of said Lot 16 and to the northerly right of way of West Overland Rd.; Thence, along the south boundary line of said Lot 16, North 89°46'23" West, 179.51 feet to the **POINT OF BEGINNING**;

Thence, continuing along said south boundary line and said northerly right of way, North 89°46'23" West, 20.00 feet;

Thence, departing said south boundary line and said right of way, North 00°05'24" West, 210.36 feet;

Thence, South 89°54'36" West, 229.23 feet;

Thence, North 00°05'24" West, 20.00 feet;

Thence, North 89°54'36" East, 203.53 feet;

Thence, North 00°05'18" East, 231.21 feet;

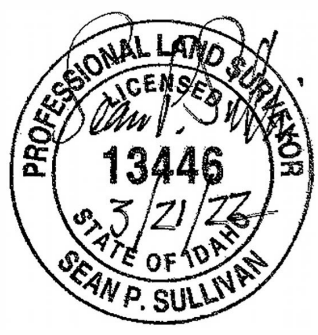
Thence, South 89°54'39" East, 62.36 feet;

Thence, North 45°05'21" East, 56.31 feet;

Thence, North 00°00'44" East, 42.60 feet;

Thence, North 22°29'16" West, 294.92 feet;

Thence, North 67°30'44" East, 20.00 feet;



Item #9.

Thence, South 22°29'16" East, 298.90 feet;

Thence, South 00°00'44" West, 54.88 feet;

Thence, South 45°05'21" West, 72.89 feet;

Thence, North 89°54'39" West, 50.65 feet;

Thence, South 00°05'18" West, 182.68 feet;

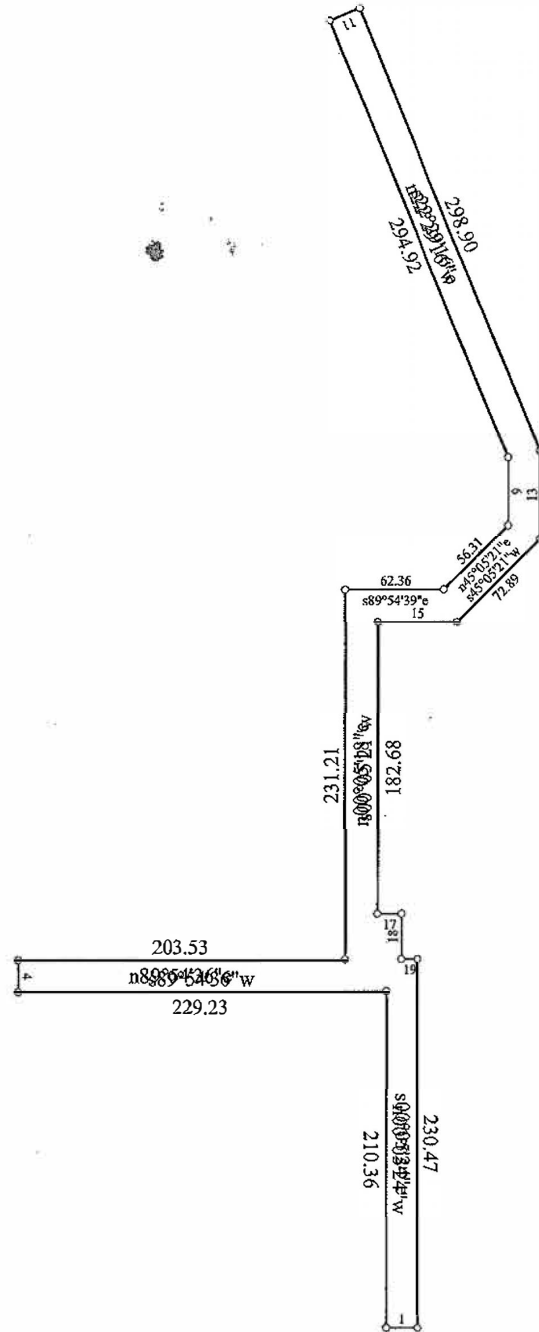
Thence, North 89°54'36" East, 15.33 feet;

Thence, South 00°05'21" West, 28.42 feet;

Thence, North 89°54'36" East, 10.36 feet;

Thence, South 00°05'24" East, 230.47 feet to the **POINT OF BEGINNING**, containing 0.537 acres or 23,389 square feet more or less.

Item #9.



Title:	Date: 03-18-2022
--------	------------------

Scale: 1 inch = 120 feet	File: WATERLINE EASEMENT NO. 1.des
--------------------------	------------------------------------

Tract 1: 0.537 Acres: 23389 Sq Feet: Closure = s17.2041e 0.05 Feet: Precision = 1/46678: Perimeter = 2335 Feet		
001=n89.4623w 20.00	008=n45.0521e 56.31	015=n89.5439w 50.65
002=n00.0524w 210.36	009=n00.0044e 42.60	016=s00.0521w 182.68
003=s89.5436w 229.23	010=n22.2916w 294.92	017=n89.5436e 15.33
004=n00.0524w 20.00	011=n67.3044e 20.00	018=s00.0521w 28.42
005=n89.5436e 203.53	012=s22.2916e 298.90	019=n89.5436e 10.36
006=n00.0518e 231.21	013=s00.0044w 54.88	020=s00.0524e 230.47
007=s89.5439e 62.36	014=s45.0521w 72.89	

BOWDEN PROPERTIES LLC,
 WATER LINE EASEMENT
 EASEMENT NO. 1

PORTION OF LOTS 10, 11, 16, 17, 18, 27 AND 28, BLOCK 1
 INTERSTATE CENTER SUBDIVISION, LYING WITHIN A PORTION OF THE SE 1/4 OF
 SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN
 CITY OF MERIDIAN, ADA COUNTY, IDAHO
 2022

EXHIBIT "B"

LEGEND

- Boundary Line
- Section Line
- Easement No. 1
- ⊕ Found Brass Cap
- △ Calculated Point
- POB Point of Beginning

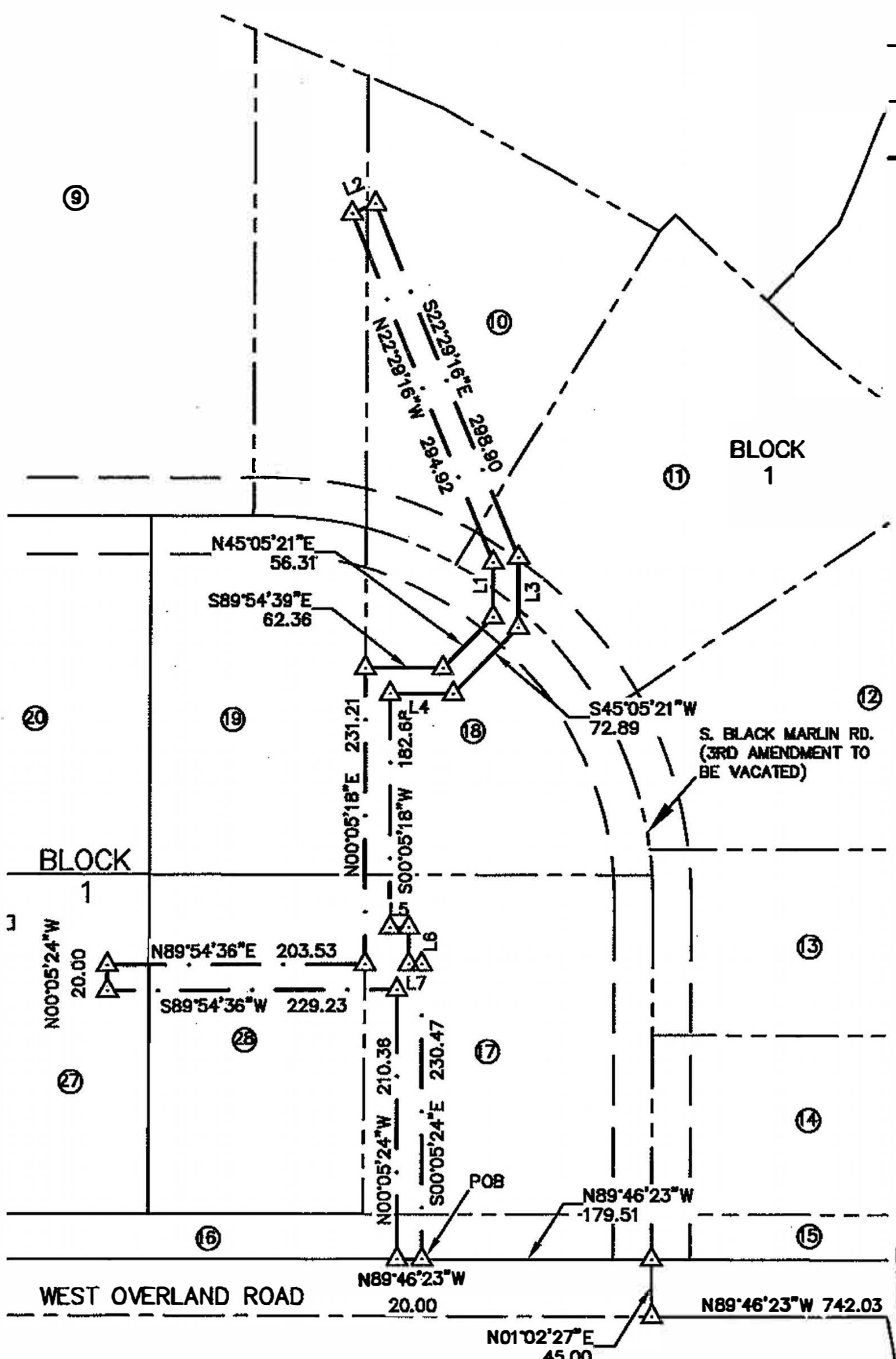


GRAPHIC SCALE



(IN FEET)
 1" = 150'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°00'44"E	42.60
L2	N67°30'44"E	20.00
L3	S00°00'44"W	54.88
L4	N89°54'39"W	50.65
L5	N89°54'36"E	15.33
L6	S00°05'21"W	28.42
L7	N89°54'36"E	10.36



N89°46'23"W 2618.90' TO THE SOUTH
 1/4 COR. SEC. 13

BASIS OF BEARINGS

S. MERIDIAN RD. 13 18
24 19



Item #9.

Quadrant Consulting, Inc

1804 West Overland Road
 Boise, Idaho 83705
 (208) 342-0091 PHONE (208) 342-0082 FAX
 CIVIL ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT



AGENDA ITEM

ITEM TOPIC: Roaring Springs East Expansion Water Main Easement No. 2

ESMT-2022-0155 Roaring Springs East Expansion
Water Main Easement No. 2

WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April, 2022 ___ between BOWDEN PROPERTIES, INC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the water main 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 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 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

GRANTEE: CITY OF MERIDIAN

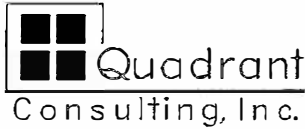
Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires: _____



**DESCRIPTION
WATER LINE EASEMENT
FOR
BOWDEN PROPERTIES LLC
EASEMENT NO. 2**

EXHIBIT "A"

The following describes a 20.00 foot wide waterline easement lying within a portion of Lots 12 through 15, Block 1, Plat of Interstate Center a Subdivision, Book 74, Pages 7656-7357, Ada County Record's and also lying within a portion of the Southeast Quarter (SE1/4) of Section 13, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the southeast corner of said Section 13; Thence, along the south boundary line of said SE1/4, as shown in said Interstate Center Subdivision, North 89°46'23" West, 412.04 feet; Thence, North 01°02'27" East, 45.00 feet to the southeast corner of said Lot 15 and to the northerly right of way of West Overland Rd.; Thence, along the south boundary line of said Lot 15, North 89°46'23" West, 133.20 feet to the **POINT OF BEGINNING**;

Thence, continuing along said south boundary line and said northerly right of way, North 89°46'23" West, 20.00 feet;

Thence, departing said south boundary line and said right of way, North 00°47'09" East, 224.40 feet;

Thence, North 45°00'00" East, 56.23 feet;

Thence, North 00°01'09" West, 182.32 feet;

Thence, North 89°59'07" East, 27.14 feet;

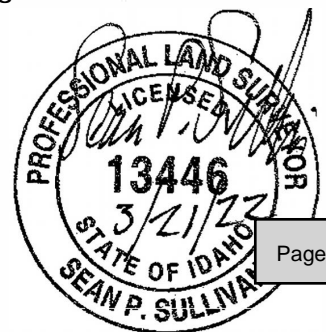
Thence, South 00°00'53" East, 20.00 feet;

Thence, South 89°59'07" West, 7.14 feet;

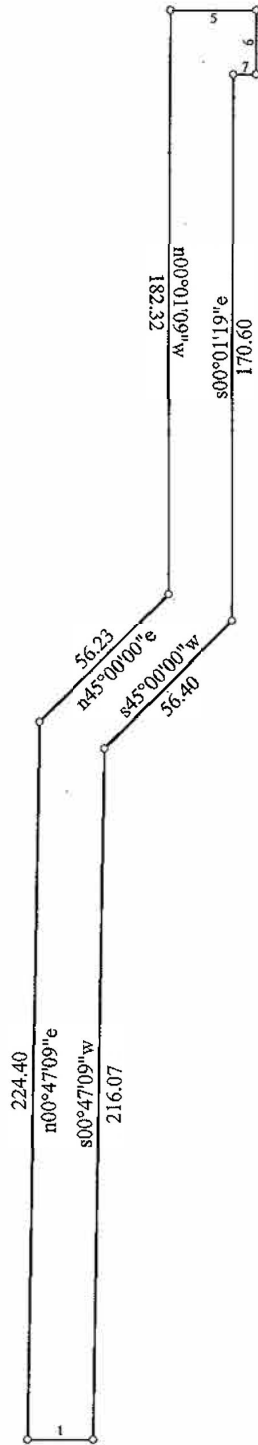
Thence, South 00°01'09" East, 170.60 feet;

Thence, South 45°00'00" West, 56.40 feet;

Thence, South 00°47'09" West, 216.07 feet to the **POINT OF BEGINNING**, containing 0.216 acres or 9,403 square feet more or less.



Item #10.



Title:	Date: 02-14-2022
--------	------------------

Scale: 1 inch = 60 feet	File: WATERLINE EASEMENT NO.2.des
-------------------------	-----------------------------------

Tract 1: 0.216 Acres: 9403 Sq Feet: Closure = s15.2409w 0.01 Feet: Precision = 1/70694: Perimeter = 980 Feet		
001=n89.4623w 20.00	005=n89.5907e 27.14	009=s45.0000w 56.40
002=n00.4709e 224.40	006=s00.0053e 20.00	010=s00.4709w 216.07
003=n45.0000e 56.23	007=s89.5907w 7.14	
004=n00.0109w 182.32	008=s00.0119e 170.60	

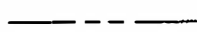
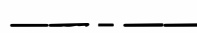





Item #10.

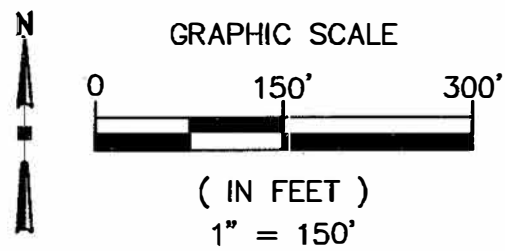
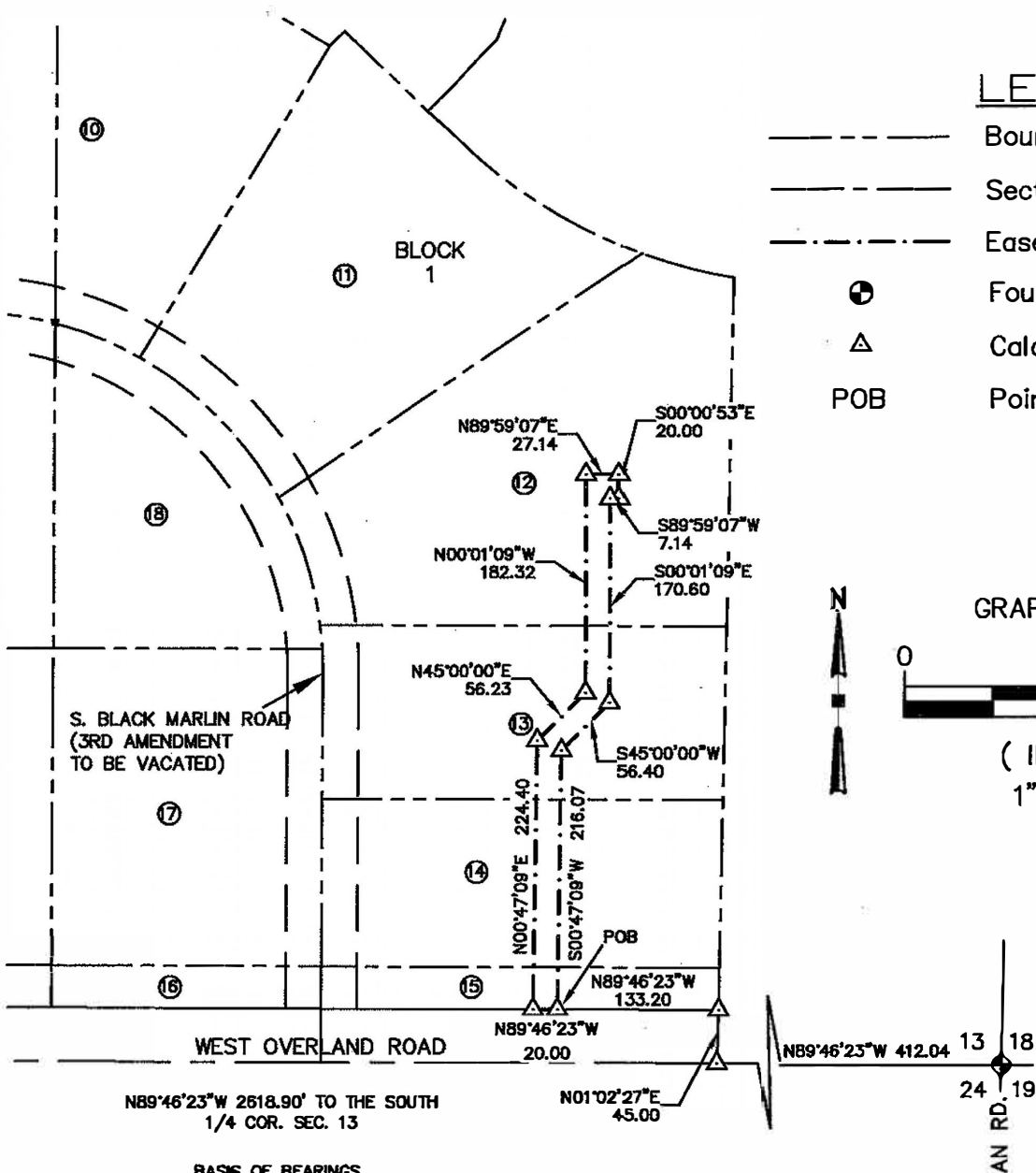
BOWDEN PROPERTIES LLC,
WATER LINE EASEMENT
EASEMENT NO. 2

PORTION OF LOTS 12, 13, 14 AND 15, BLOCK 1
INTERSTATE CENTER SUBDIVISION, LYING WITHIN A PORTION OF THE SE 1/4 OF
SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CITY OF MERIDIAN, ADA COUNTY, IDAHO
2022

EXHIBIT "B"

LEGEND

-  Boundary Line
-  Section Line
-  Easement No. 2
-  Found Brass Cap
-  Calculated Point
-  POB
-  Point of Beginning



Quadrant Consulting, Inc
1904 West Overland Road
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0082 FAX
CIVIL ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT



AGENDA ITEM

ITEM TOPIC: Shelburne South No. 1 and 2 Sanitary Sewer Easement No. 3

**ESMT-2022-0150 Shelburne South No. 1 & 2
Sanitary Sewer Easement No. 3**

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 4th day of April, 20 22 between West Ada Joint School District ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

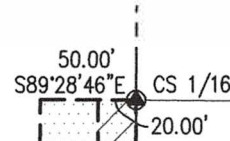
Notary Signature
My Commission Expires: _____

EXHIBIT B

SANITARY SEWER EASEMENTS

PROPOSED SHELburne SOUTH SUBDIVISION

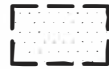
MERIDIAN JOINT SCHOOL DISTRICT NO. 2 PARCEL
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 28
T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO



EASEMENT LEGEND

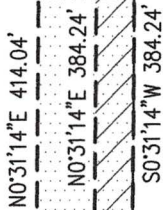
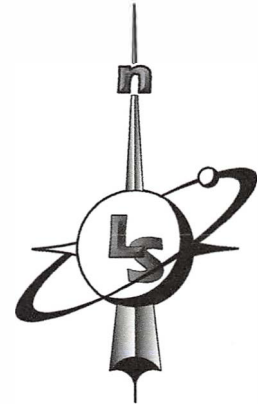


PERMANENT EASEMENT



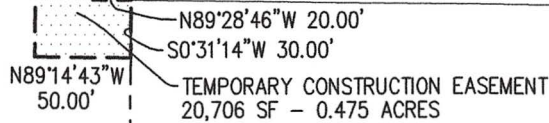
TEMPORARY CONSTRUCTION EASEMENT

FREEMAN FAMILY TRUST
PARCEL NO. S1128438586.



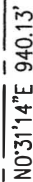
PERMANENT EASEMENT
7,684 SF - 0.176 ACRES

POINT OF BEGINNING

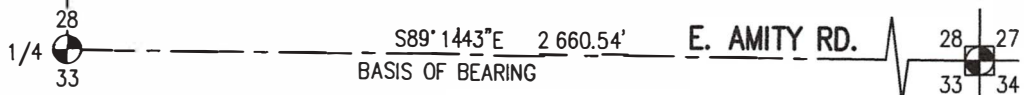


TEMPORARY CONSTRUCTION EASEMENT
20,706 SF - 0.475 ACRES

MERIDIAN JOINT SCHOOL
DISTRICT NO. 2
PARCEL NO. S1128346800



S. CLOVERDALE RD.



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB N

EXHIBIT A

Legal Description
Permanent Sewer Easement
Meridian Joint School District No. 2 Parcel
Proposed Shelbourne South Subdivision

An easement located in the SE ¼ of the SW ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of the SW ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section bears S 89°14'43" E a distance of 2660.54 feet;

Thence N 0°31'14" E along the east boundary of said SW ¼ a distance of 940.13 feet to the **POINT OF BEGINNING**;

Thence leaving said boundary N 89°28'46" W a distance of 20.00 feet to a point;

Thence N 0°31'14" E a distance of 384.24 feet to a point on the north boundary of the SE ¼ of the SW ¼ of said Section 28;

Thence along said boundary S 89°28'46" E a distance of 20.00 feet to the northeast corner of said SE ¼ of the SW ¼;

Thence along the east boundary of said SE ¼ of the SW ¼ S 0°31'14" W a distance of 384.24 feet to the **POINT OF BEGINNING**.

This easement contains 7,684 SF (0.176 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 19, 2019



Legal Description
Temporary Construction Easement
Meridian Joint School District No. 2 Parcel
Proposed Shelbourne South Subdivision

An easement located in the SE ¼ of the SW ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of the SW ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section bears S 89°14'43" E a distance of 2660.54 feet;

Thence N 0°31'14" E along the east boundary of said SW ¼ a distance of 940.13 feet to the **POINT OF BEGINNING**;

Thence along said boundary S 0°31'14" W a distance of 30.00 feet to a point;

Thence leaving said boundary N 89°14'43" W a distance of 50.00 feet to a point;

Thence N 0°31'14" E a distance of 414.04 feet to a point on the north boundary of the SE ¼ of the SW ¼ of said Section 28;

Thence along said boundary S 89°28'46" E a distance of 50.00 feet to the northeast corner of said SE ¼ of the SW ¼;

Thence along the east boundary of said SE ¼ of the SW ¼ S 0°31'14" W a distance of 384.24 feet to the **POINT OF BEGINNING**.

This easement contains 20,706 SF (0.475 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 19, 2019





AGENDA ITEM

ITEM TOPIC: TM Crossing Subdivision No. 5 Sanitary Sewer and Water Main Easement No.

1

ESTM-2022-0148 TM Crossing Subdivision No. 5
Sanitary Sewer and Water Main Easement NO. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April 20 22 between SCS Investments LLC, DWT Investments LLC and BVB Ten Mile Crossing Annex 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SCS INVESTMENTS LLC
an Idaho limited liability company

By: *Michael A. Hall*
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 10th day of August, in the year 2021, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Investments LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Shari Vaughan
Notary Public for Idaho
My Commission expires: 6-1-2024

DWT INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,
Manager

By: 
Robert L. Phillip, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 10th day of August, in the year of 2021, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of DWT INVESTMENTS LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
My Commission expires 6-1-2024

BVB TEN MILE CROSSING ANNEX, LLC
An Idaho limited liability company

By: BV Management Services, Inc., Manager

By: 

Cortney Liddiard, President

STATE OF IDAHO)


:ss.

County of Bonneville)

On this ^{3rd} day of August, in the year 2021, before me a Notary Public of said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official set the day and year in this certificate first written above.





Notary Public for Idaho
My Commission expires: 4-12-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires: _____



March 15, 2022
Project No. 21-050
TM Crossing Subdivision No. 5
City of Meridian Water and Sewer Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from a found aluminum cap marking the Center 1/4 corner of said Section 14;

Thence following the southerly line of said Southwest 1/4, S89°11'30"E a distance of 348.37 feet to a point;
Thence leaving said southerly line, N00°48'30"E a distance of 19.40 feet to the **POINT OF BEGINNING.**

- Thence N89°11'30"W a distance of 90.32 feet;
- Thence S00°48'26"W a distance of 15.52 feet;
- Thence N89°11'34"W a distance of 20.50 feet;
- Thence N00°48'26"E a distance of 207.08 feet;
- Thence S89°11'34"E a distance of 20.00 feet;
- Thence N00°48'26"E a distance of 12.57 feet;
- Thence N08°47'45"E a distance of 50.42 feet;
- Thence S81°12'15"E a distance of 21.00 feet;
- Thence S08°47'45"W a distance of 48.95 feet;
- Thence S00°48'26"W a distance of 185.19 feet;
- Thence S89°11'34"E a distance of 69.82 feet;
- Thence S00°48'30"W a distance of 17.48 feet to the **POINT OF BEGINNING.**

Said parcel contains 10,685 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



P:\121-050\CAD\SURVEY\EXHIBITS\121-050 CITY OF MERIDIAN WATER AND SEWER EASEMENT DWT.DWG. AARON BALLARD, 3/15/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO0807, ---

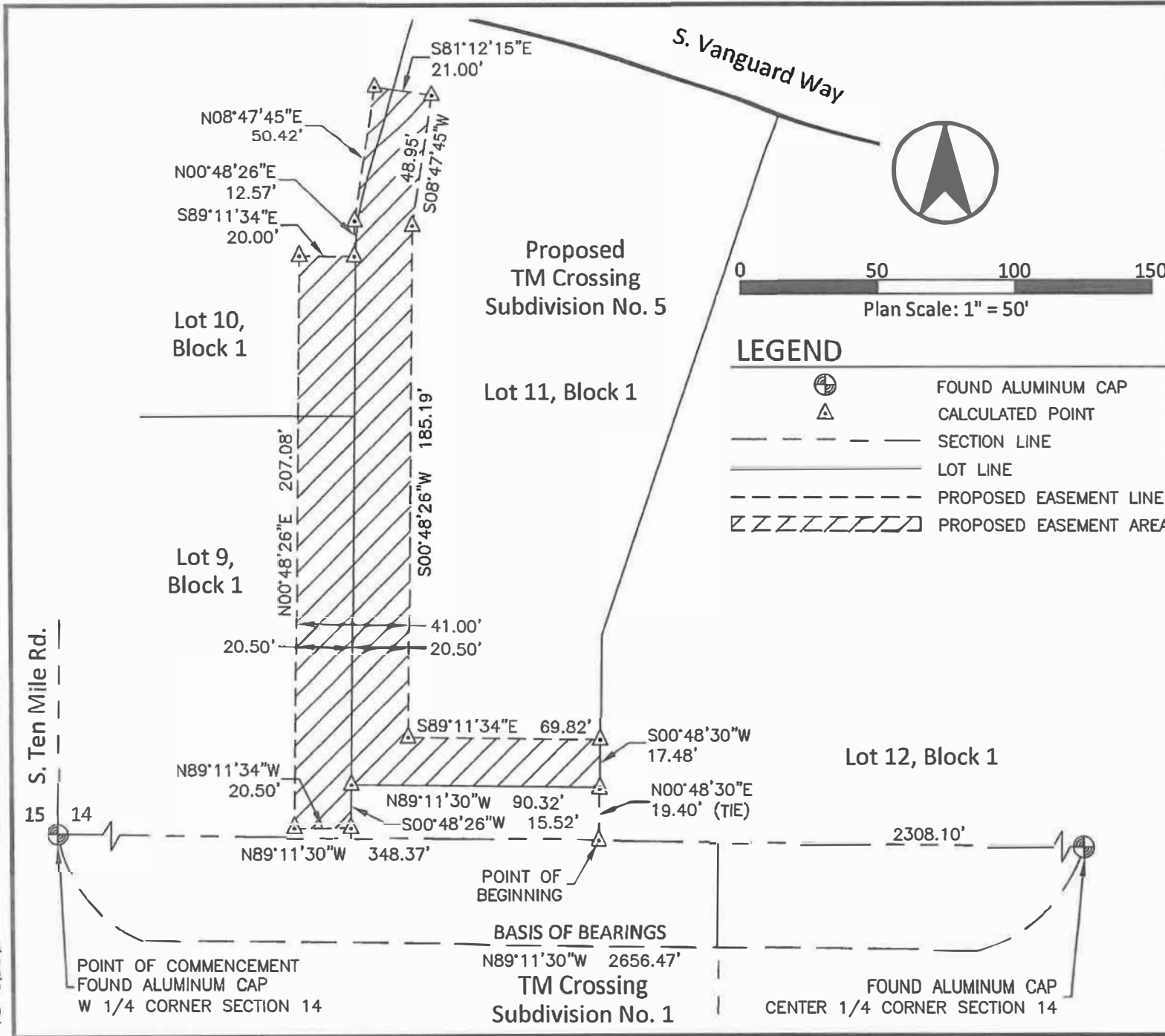


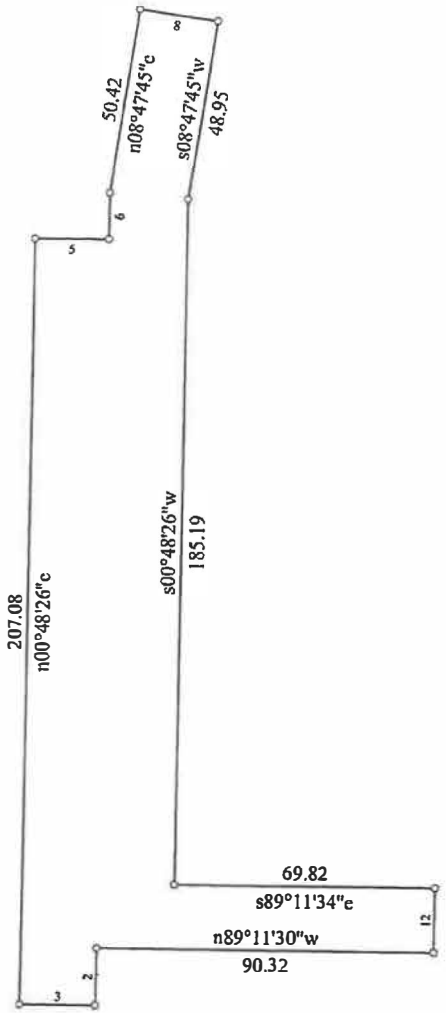
Exhibit B
City of Meridian Water Easement

Situated in a portion of SW 1/4 of the NW 1/4 of Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID

DATE: MARCH 2022
PROJECT: 21-050
SHEET: 1 OF 1

km
ENGINEERING
5725 N. DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

Item #12.



Title: Water and Sewer Easement - DWT		Date: 03-15-2022
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.245 Acres: 10685 Sq Feet: Closure = n08.2907w 0.00 Feet: Precision = 1/737676: Perimeter = 759 Feet		
001=n89.1130w 90.32	006=n00.4826e 12.57	011=s89.1134e 69.82
002=s00.4826w 15.52	007=n08.4745e 50.42	012=s00.4830w 17.48
003=n89.1134w 20.50	008=s81.1215e 21.00	
004=n00.4826e 207.08	009=s08.4745w 48.95	
005=s89.1134e 20.00	010=s00.4826w 185.19	



AGENDA ITEM

ITEM TOPIC: TM Crossing Subdivision No. 5 Sanitary Sewer and Water Main Easement No.
2

ESMT-2022-0149 TM Crossing Subdivision NO. 5
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April 20 22 between BVASB Ten Mile Retail Food Building 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

BVASB TEN MILE RETAIL FOOD BUILDING, INC.
an Idaho limited liability company

By: BV Management Services, Inc., Executive Manager

By: 
Cortney Liddiard, President

By: Brighton Corporation, Executive Manager


By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :ss.
County of Bonneville)

On this the ^{3rd} day of August, in the year 2021, before me a Notary Public of said State, personally Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first written above.

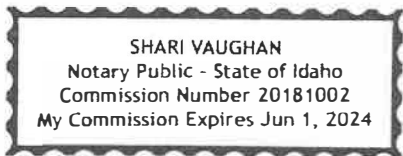



Notary Public for Idaho
My Commission expires: 4-12-2026

STATE OF IDAHO)
 :SS.
County of Ada)

On this 9th day of August, in the year 2021, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first written above.



Shari Vaughan
Notary Public for Idaho
My Commission expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

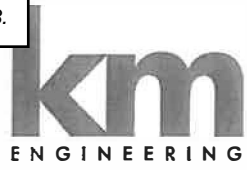
Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires : _____



March 15, 2022
Project No. 21-050
TM Crossing Subdivision No. 5
City of Meridian Water and Sewer Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from a found aluminum cap marking the Center 1/4 corner of said Section 14;
Thence following the southerly line of said Southwest 1/4, S89°11'30"E a distance of 355.97 feet to the **POINT OF BEGINNING**.

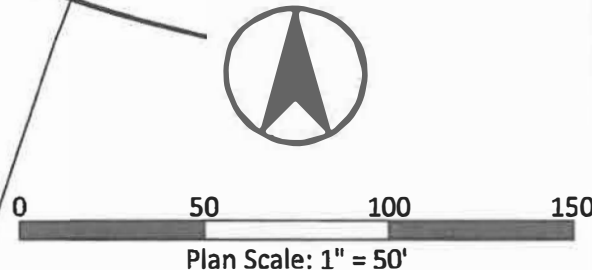
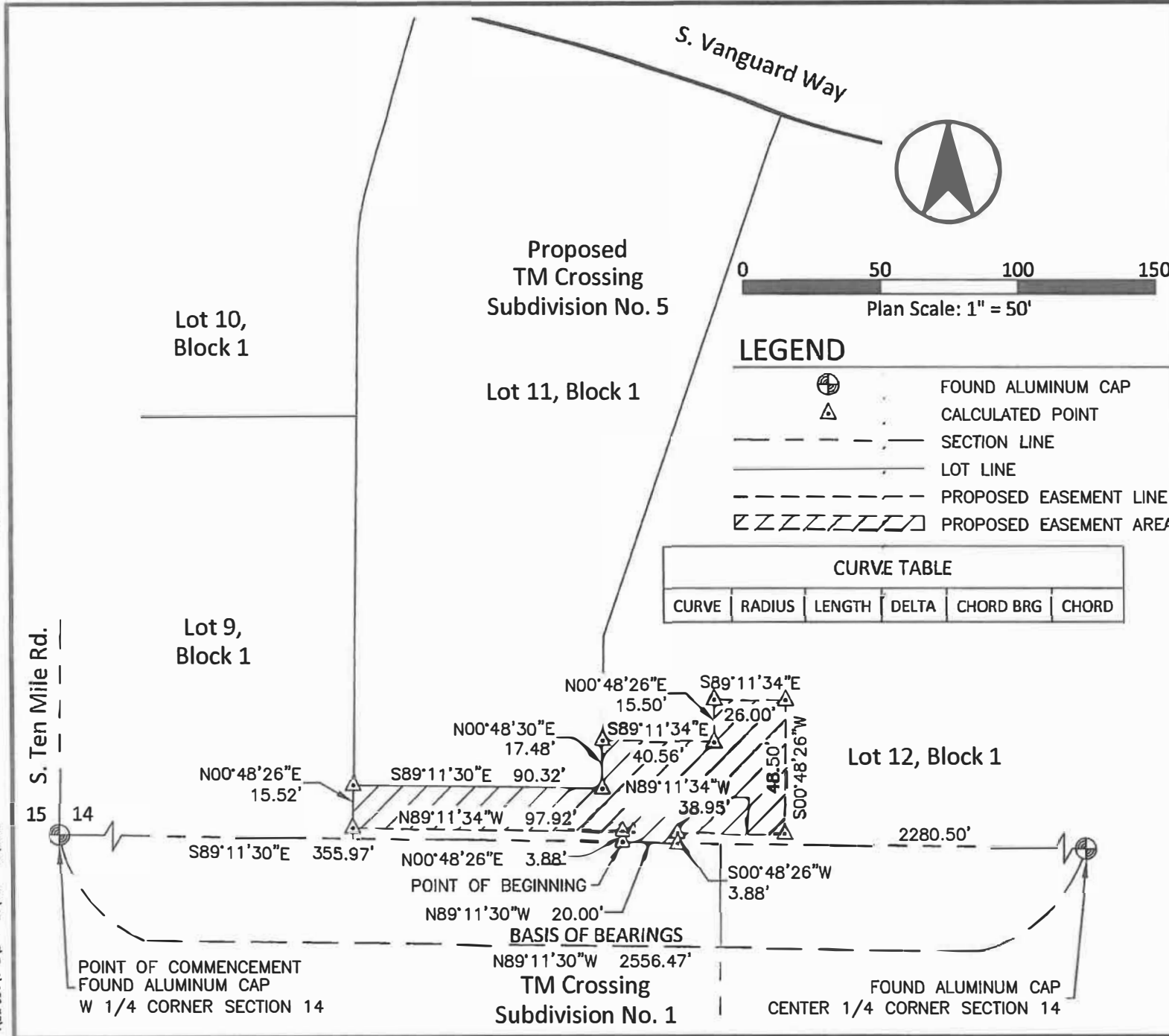
Thence leaving said southerly line, N00°48'26"E a distance of 3.88 feet;
Thence N89°11'34"W a distance of 97.92 feet;
Thence N00°48'26"E a distance of 15.52 feet;
Thence S89°11'30"E a distance of 90.32 feet;
Thence N00°48'26"E a distance of 17.48 feet;
Thence S89°11'34"E a distance of 40.56 feet;
Thence N00°48'26"E a distance of 15.50 feet;
Thence S89°11'34"E a distance of 26.00 feet;
Thence S00°48'26"W a distance of 48.50 feet;
Thence N89°11'34"W a distance of 38.95 feet;
Thence S00°48'26"W a distance of 3.88 feet to the southerly line of said Southwest 1/4;
Thence following said southerly line, N89°11'30"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 4,079 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



P:\21-050\CAD\SURVEY\EXHIBITS\21-050 CITY OF MERIDIAN WATER AND SEWER EASEMENT BVASB.DWG, AARON BALLARD, 3/15/2022, \\KMEB01DC1\TOSHIBA E-STUDIOS07, —



LEGEND

- FOUND ALUMINUM CAP
- CALCULATED POINT
- SECTION LINE
- LOT LINE
- PROPOSED EASEMENT LINE
- PROPOSED EASEMENT AREA

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD

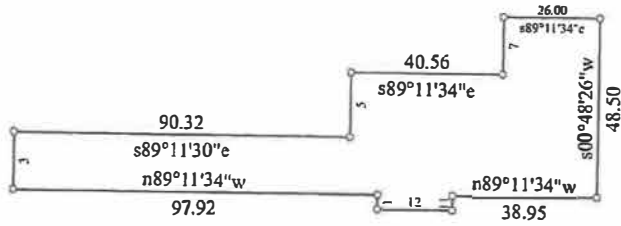
Exhibit B
City of Meridian Water Easement

Situated in a portion of SW 1/4 of the NW 1/4 of Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID

DATE: MARCH 2022
PROJECT: 21-050
SHEET: 1 OF 1

km
ENGINEERING
5725 N. DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengtlp.com

Item #13.



Title: Sewer and Water Easement - BVASB		Date: 03-15-2022
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.094 Acres: 4079 Sq Feet: Closure = n81.2538w 0.01 Feet: Precision = 1/41467: Perimeter = 419 Feet		
001=n00.4826e 3.88	006=s89.1134e 40.56	011=s00.4826w 3.88
002=n89.1134w 97.92	007=n00.4826e 15.50	012=n89.1130w 20.00
003=n00.4826e 15.52	008=s89.1134e 26.00	
004=s89.1130e 90.32	009=s00.4826w 48.50	
005=n00.4826e 17.48	010=n89.1134w 38.95	



AGENDA ITEM

ITEM **TOPIC:** Topgolf Water Main Easement

ESMT-2022-0119 Topgolf

WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April, 20 22 between BVABC Eagle View, LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the water main 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 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 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires:_____

2775 W. Navagator Drive, Suite 210
Meridian, Idaho 83642
www.horrocks.com



Idaho Office
Tel: 208.463.4197
Fax: 208.463.7561

Date: February 1, 2022
Project: ID-1755-1905
Page: 1 of 1



EXHIBIT A

This Easement is situated in a portion of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 16, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County Idaho, also being in Lot 20, Block 1 of Rackham Subdivision, Book 120, pages 18,582 to 18,588, records of Ada County and more particularly described as follows:

- 1) **COMMENCING** at the northwest corner of said Lot 20; thence along the north boundary of said Lot 20, also being along the southerly right-of-way of Interstate 84 as shown on the Plan and Profile plan set of Interstate Highway No. 84, F.A.P. No. IR-84-1(12) 45 on file in the office of the Idaho Transportation Department,
- 2) N.82°19'49"E., 87.76 feet to the northeast corner of Utility Easement, instrument # 2020-117724, records of Ada county, thence leaving the north boundary of said Lot 20 and following along the east boundary of said instrument # 2020-117724,
- 3) S.06°50'41"E., 102.29 feet; thence continuing,
- 4) N.75°17'31"E., 12.18 feet; thence continuing,
- 5) S.14°42'29"E., 20.00 feet to the **POINT OF BEGINNING**; thence,
- 6) S.14°42'29"E., 19.00 feet; thence,
- 7) S.75°17'31"W., 11.83 feet to a point on the east boundary of said instrument # 2020-117724; thence along said east boundary,
- 8) N.14°42'29"W., 19.00 feet; thence continuing,
- 9) N.75°17'31"E., 11.83 feet to the **POINT OF BEGINNING**.

Item #14.

EXHIBIT B DOMESTIC WATER EASEMENT RACKHAM SUBDIVISION

LOT 7 BLOCK 1
RACKHAM SUBDIVISION,
BOOK 120, PAGE 18582

LOT 20, BLOCK 1
RACKHAM SUBDIVISION,
BOOK 120, PAGE 18582

EXISTING UTILITY
EASEMENT, INST#
2020-117724

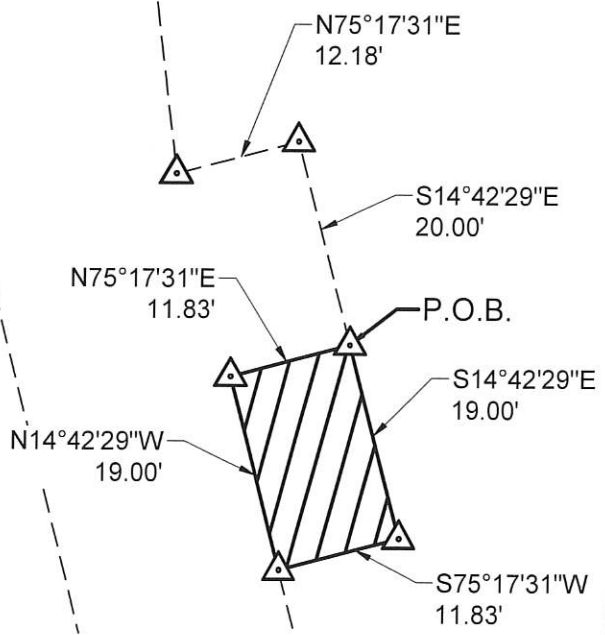


(NOT TO SCALE)



LEGEND:

- CALCULATED POINT
- LOT CORNER
- LOT LINE
- EXISTING UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- WATER VALVE EASEMENT



H:\2019\ID-1755-1905 BVA - Eagle View Common & Public Improve\Project Data\04 Survey\Descriptions\EXHIBIT B WATER VALVE EASEMENT.dwg Ron Wright 2/1/2022 11:41 AM

HORROCKS ENGINEERS
 2775 West Navigator Dr., Suite 210
 Meridian, ID 83642
 (208) 895-2520
 www.horrocks.com

EXHIBIT B

LOT 20 RACKHAM SUBDIVISION, ADA COUNTY

DRAWING INFO	
DATE	02/1/22
SCALE	N.T.S.
REV #	DATE
00	2-1-2022
*SEE 2nd SHEET FOR LISTING	
PROJ. NO.	ID-1755

01

PAGE 01 Page 179



AGENDA ITEM

ITEM TOPIC: Final Plat for Graycliff Estates Subdivision No. 2 (FP-2022-0005) by KB Home, Located at 684 W. Harris St.



MEMO TO CITY COUNCIL

Staff Contact: Sonya Allen

Meeting Date: March 8, 2022

Topic: Final Plat for Graycliff Estates Subdivision No. 2 (FP-2022-0005) by KB Home,
Located at 684 W. Harris St.

Request:

Final Plat consisting of 54 building lots and 6 common lots on 13.26 acres of land in the R-8 zoning district.

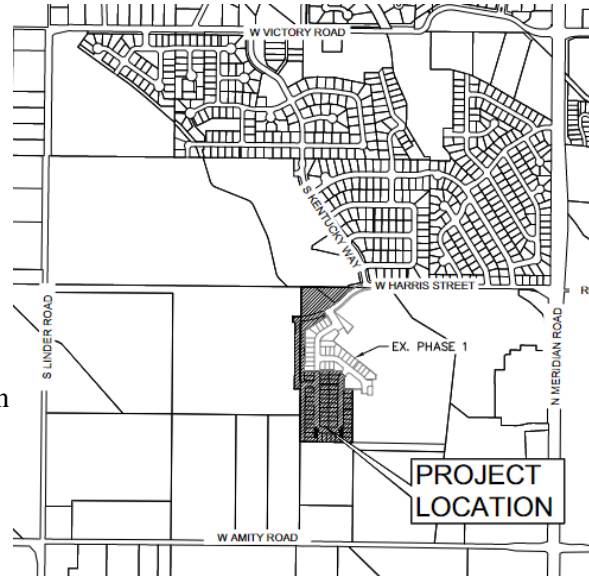
Information Resources:

[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 4/5/2022
TO: Mayor & City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2022-0005
Graycliff Estates No. 2
LOCATION: 684 W. Harris St., in the SE ¼ of Section 25, Township 3N., Range 1W.



I. PROJECT DESCRIPTION

Final plat consisting of 54 buildable lots and 6 common lots on 13.26 acres of land in the R-8 zoning district for the second phase of Graycliff Estates Subdivision.

II. APPLICANT INFORMATION

- A. Applicant:
Sabrina Durtschi, KB Home – 1414 Bannock, Boise, ID 83702
- B. Owner:
Thomas Coleman, KB Home – 1414 Bannock, Boise, ID 83702
- C. Representative:
Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2019-0129) in accord with the requirements listed in UDC 11-6B-3C.2.

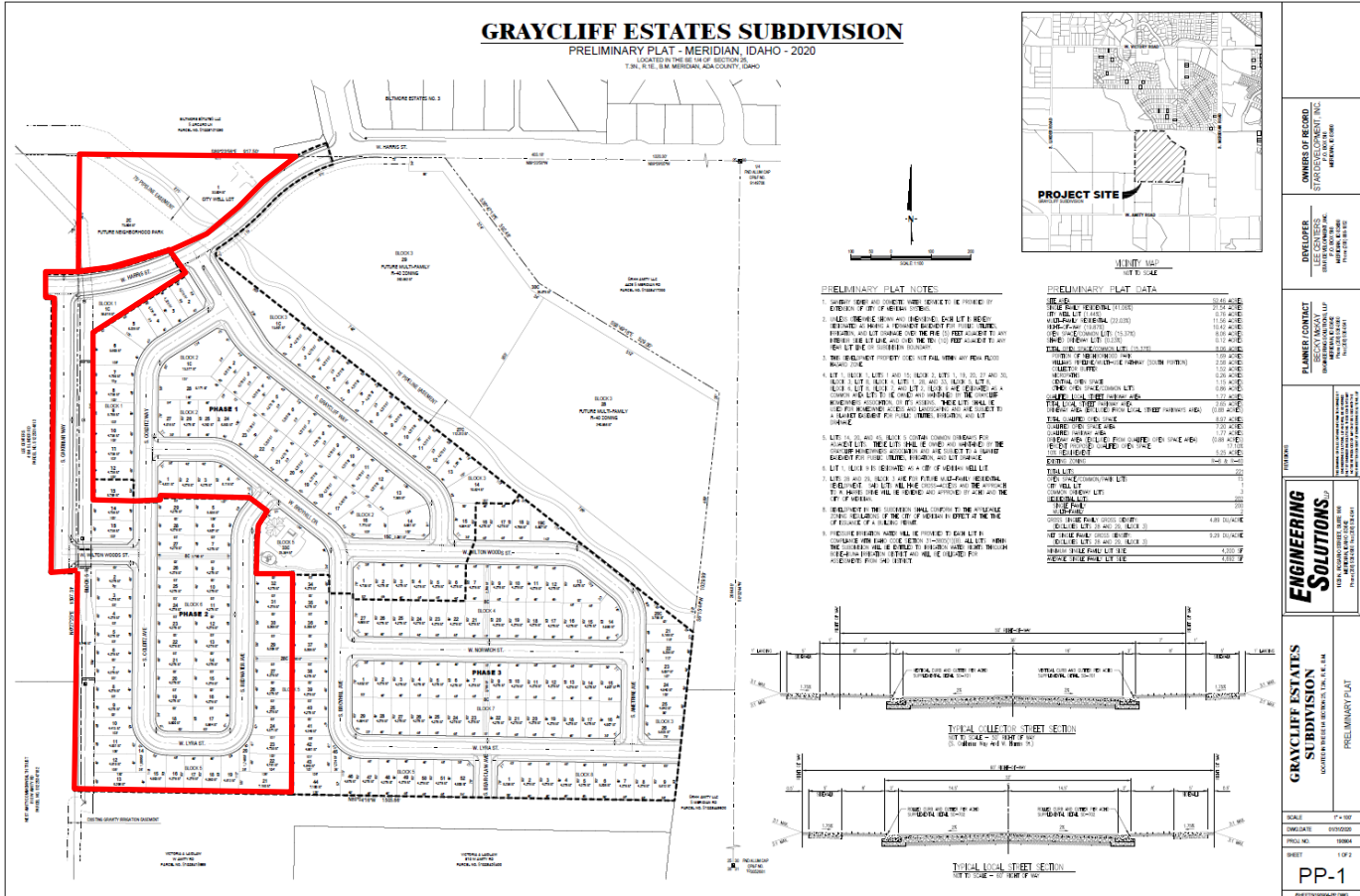
In order for the proposed final plat to be deemed in substantial compliance with the approved preliminary plat as set forth in UDC 11-6B-3C.2, the number of buildable lots cannot increase and the amount of common area cannot decrease. There is no change to the number of buildable lots or common open space, therefore, Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

IV. DECISION

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

V. EXHIBITS

A. Preliminary Plat (dated: 1/31/2020)



C. Landscape Plan (dated: 05/21/2020) & Site Amenity Details

LANDSCAPE IMPROVEMENT PLANS

FOR
GRAYCLIFF ESTATES PHASE 2

701 W HARRIS ST
MERIDIAN, IDAHO 83642
(SEC 25 3N 1W)

OWNER/DEVELOPER
GRAYCLIFF ESTATES LLC
1000 S. WASHINGTON ST.
BOISE, IDAHO 83725
CONTACT: JIM BEAMAN
CONTACT: ANDREW BARNETT

CIVIL ENGINEER/
S&B PLANNING AND ASSOCIATES INC.
2000 S. WASHINGTON ST. SUITE 100
BOISE, IDAHO 83725
PHONE: 208-333-8888
CONTACT: ANDREW BARNETT

LAND SURVEYOR
LAND SURVEYING
2000 S. WASHINGTON ST. SUITE 100
BOISE, IDAHO 83725
PHONE: 208-333-8888
CONTACT: ANDREW BARNETT

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES INC.
1000 S. WASHINGTON ST. SUITE 100
BOISE, IDAHO 83725
PHONE: 208-333-8888
CONTACT: ANDREW BARNETT

LANDSCAPE REQUIREMENTS

REQUIREMENT	QUANTITY	NOTES
STREET BUFFER		
• ONE (1) SHADE TREE PER 30 LF		
• ONE (1) W/ HARRIS STREET (INDICATED)	1200 LF x 8 SHADE TREES	8 TREES
• ONE (1) W/ HARRIS STREET (INDICATED)	200 LF x 8 SHADE TREES	2 TREES
• ONE (1) S. CHAMBERLAIN WAY (SACT)	500 LF x 8 SHADE TREES	17 TREES
• ONE (1) S. CHAMBERLAIN WAY (SACT)	500 LF x 8 SHADE TREES	17 TREES
*ABLE TO PROVIDE REQUIRED NUMBER OF TREES OUT TO CONTACTS WITH SERVICE BENCH		
RESIDENTIAL SUBDIVISION TREES		1/43 TREES
QUALIFIED OPEN SPACE		
• ONE (1) 10' x 10' x 10' TREE FREE BLISS OF 0' AREA OF OPEN SPACE	47,856 SF x 9 SHADE TREES	54 TREES
• ONE (1) TREE PER EVERY 300 LF OF 3' x 3' x 3' OF PARKWAY	281,072,000 LF x 3 TREES	7 TREES
TOTAL TREES	64 TREES	68 TREES

SITE INFORMATION

TOTAL SITE AREA	61.66 ACRES (2,704,834 S.F.)
TOTAL NUMBER OF LOTS	80 LOTS
NUMBER OF BUILDING LOTS	54 LOTS
NUMBER OF COMMON LOTS	26 LOTS
LOT DENSITY	1.88 UNITS/ACRE

LANDSCAPE NOTES

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MERIDIAN LANDSCAPE MAINTENANCE ORDINANCE.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN BUREAU OF PLANT INDUSTRY STANDARDS FOR THE AREA SIZE SHOWN. PLANT SETS WILL BE SELECTED TO NOT BE A SOUND AND HEALTHY CONDITION. ALL PLANT MATERIAL SHALL BE GRADE #1 OR BETTER.
- ALL LAWN AREAS SHALL BE HYDRO SEEDING WITH SOON TURF TURF FILL (SEE SPECIFICATIONS AND MANUAL) LAYERS TO BE SEEDING AT A RATE OF 1.00 LB SO. FT. OR PER BEST MANUFACTURER'S RECOMMENDATIONS. CORNER OR SHADE PROVIDE (AT TIME OF BID) AN ADEQUATE PRICE PER SQ. FT. FOR SOIL IN PLACE OF LAWN SEEDING.
- ALL SEEDS AREAS SHALL HAVE 6" OF TOPSOIL AND ALL PLANTING BEDS SHALL HAVE 12" OF TOPSOIL. TOPSOIL SHALL BE SODDE, FRANK, SANDY, CLEAN, CLEAN AND FREE OF TOXIC MATERIAL, NODDLES, WEEDS, WETTED SOILS, ROCKS, GRAVEL OR OTHER FOREIGN MATERIAL LARGER THAN 2" IN ANY DIMENSION. LAY FROM 2" TO 2.5" COMPACT OVER ALL LANDSCAPE AREAS AND REVEAL TO TOP OF FINISHED GRADE. BELOW SURFACE OF WALKS AND CURBS IN AREAS TO BE SEEDING 2" IN PLANTING BEDS AREAS SHALL BE SEEDING WITH MOORESEY PLANTING TABLETS, 21 GRAM, QUANTITY PER MANUFACTURER'S RECOMMENDATION.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTER'S APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLANT LANDSCAPE PLAN DESIGN. IN-LAWP AND WATER BARRIERS TO BE REMOVED FROM ROOT BARS, AS MUCH AS POSSIBLE. 1" LAYER HELD TIGHT AGAINST THE TREE. ALL PLANTING NOTES TO BE COMPLETELY REMOVED FROM TREE.
- PLANT MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT THE WRITTEN PERMISSION OF OWNER. SUBMIT NAMES OF THREE SUPPLIERS CONTACTED IF SUBSTITUTION IS REQUESTED AND PLANT MATERIAL SPECIFICATIONS NOT AVAILABLE.
- SHUB PLANTING BEDS SHALL BE SLOPED TO DRAIN TO A DRAINAGE SEPARATION PLANTING BED.
- NO TREES SHALL BE PLANTED WITHIN 10' OF ANY UTILITY LINE. NO CONIFEROUS TREES OR SHRUBS OVER 8' HIGH AT MATURITY WILL BE LOCATED WITHIN 10' OF ANY UTILITY LINE. ALL INTERFERING TREES SHALL BE REMOVED PRIOR TO PLANTING. TREE CAREGIVERS TO MEET ACHD REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND APPROX. 10' FROM TRUNK. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM RETROFECTION TOP SOILS. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METER OR UNDERGROUND UTILITY LINES.
- CONSIDERATE ALL DRAINAGE AREAS AND UTILITIES WITH TREE LOCATIONS AND ADJUST PER BEST PRACTICES.
- NO TREES SHALL BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL ACHD FROM DRIVE SIDE OF STREET.
- ALL EXISTING TREES TO BE REMOVED WILL BE REPLACED FOR WITHIN THE COMMON LOT AND LANDSCAPE BUFFERS. SEE LANDSCAPE CALCULATIONS FOR TREE MITIGATION CALCULATIONS.
- ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION WITH PROTECTIVE FENCING.

LANDSCAPE IRRIGATION SYSTEM

ALL PLANTING AREAS WILL BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. THE IRRIGATION CONTROLLER WILL INCLUDE SENSORS TO MONITOR AND REGULATE WATERING CYCLES. TIMES AND AREAS FREQUENT TEMPERATURES. PLANT AREAS WILL BE WATERED WITH WATER EFFICIENT MATCHED PROPORTION SYSTEM. SPRAY NOZZLES, TREE AND SHRUBS WILL BE WATERED WITH WATER EFFICIENT, FLOW ADJUSTABLE SPRING RAIN COMPONENTS.

SERVICE AREAS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.

RIGHT-OF-WAY LANDSCAPE MAINTENANCE

THE MAINTENANCE OF ALL LANDSCAPE AREAS WITHIN THE RIGHT-OF-WAY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

PLANTING LEGEND

TREES	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Acer platanoides 'Colonnade'	2" Cal.	35' x 25'	13
⊕	Colonnade Norway Maple	2" Cal.	35' x 25'	13
⊕	Acer platanoides 'Colonnade'	2" Cal.	35' x 25'	13
⊕	Colonnade Norway Maple	2" Cal.	35' x 25'	13
⊕	Acer rubrum 'Franklin'	2" Cal.	45' x 25'	2
⊕	Red Spruce Maple	2" Cal.	35' x 25'	11
⊕	Betula nigra	2" Cal.	35' x 25'	11
⊕	River Birch	2" Cal.	35' x 25'	6
⊕	Fraxinus pennsylvanica 'Cinnamon'	2" Cal.	35' x 25'	6
⊕	Cinnamon Ash	2" Cal.	35' x 25'	6
⊕	Jumpers scopulorum 'Spartan'	2" Cal.	35' x 25'	3
⊕	Spartan Juniper	2" Cal.	35' x 25'	3
⊕	Malva 'Spring Snow'	2" Cal.	35' x 25'	3
⊕	Spring Snow Clematis	2" Cal.	35' x 25'	3
⊕	Picea glauca 'Densata'	2" Cal.	35' x 25'	2
⊕	Black Hills Spruce	2" Cal.	35' x 25'	2
⊕	Picea abies 'Columbiana Blue'	2" Cal.	35' x 25'	2
⊕	Colorado Blue Spruce	2" Cal.	35' x 25'	2
⊕	Tilia americana 'Blueberry'	2" Cal.	35' x 25'	2
⊕	Blueberry Linden	2" Cal.	35' x 25'	2

SHRUBS & SPARGANNOSES	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Cornus alba 'Ballad'	5 Gal.	6' x 6'	1
⊕	Hardy Red Dogwood	5 Gal.	6' x 6'	1
⊕	Juniperus horizontalis 'Blue Chip / Blue Chip Juniper'	5 Gal.	7' x 4'	17
⊕	Juniperus horizontalis 'Sawey'	5 Gal.	7' x 4'	17
⊕	Summer Wine Nandina	5 Gal.	4' x 4'	4
⊕	Phlox paniculata 'Blue Spire'	5 Gal.	4' x 4'	4
⊕	Dwarf Blue Shag Eastern White Pine	5 Gal.	2' x 2.5'	16
⊕	Blue Mountain P.F. #1014	5 Gal.	2' x 2.5'	16
⊕	Carroll Dwarf Granddaddy Rose	5 Gal.	2' x 2.5'	16

GRASSES	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Calamagrostis x canedula 'Overland'	2 Gal.	7' x 2'	35
⊕	Dwarf Feather Grass	2 Gal.	17' x 17'	33
⊕	Feather Grass 'Sage Blue'	2 Gal.	17' x 17'	33
⊕	Black Blue Fescue	2 Gal.	17' x 17'	33

PERENNIALS	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Geranium sanguineum 'Max Fleck'	1 Gal.	18" x 2"	36
⊕	Herennicola 'Sally De Oor'	1 Gal.	18" x 2"	29
⊕	Beck's Dutch Poppy	1 Gal.	18" x 2"	29
⊕	Penstemon angustifolia	1 Gal.	18" x 2"	51
⊕	Resurrection Lilies	1 Gal.	18" x 2"	51

MATERIALS	DESCRIPTION	QTY
⊕	Black Mulch (3/4" and ground-level planting beds)	5,055 SF
⊕	2" Dark, Shredded Organic Mulchwood Bark Mulch	5,055 SF
⊕	Over Wood Fabric (Dimple Pro 3 or Equal)	102,968 SF
⊕	Festuca arundinacea 'Fall Fescue	1,560 LF
⊕	100% Hydroseed	1,560 LF
⊕	6" Solid Vinyl Fence	445 LF
⊕	6" Semi-Private Vinyl Fence	445 LF

MATCH LINE: SEE SHEET L1.02

PLANTING LEGEND

TREES	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Acer platanoides 'Colonnade'	2" Cal.	35' x 25'	20
⊕	Colonnade Norway Maple	2" Cal.	35' x 25'	20
⊕	Acer platanoides 'Colonnade'	2" Cal.	35' x 25'	20
⊕	Colonnade Norway Maple	2" Cal.	35' x 25'	20
⊕	Acer rubrum 'Franklin'	2" Cal.	45' x 25'	2
⊕	Red Spruce Maple	2" Cal.	35' x 25'	11
⊕	Betula nigra	2" Cal.	35' x 25'	11
⊕	River Birch	2" Cal.	35' x 25'	6
⊕	Fraxinus pennsylvanica 'Cinnamon'	2" Cal.	35' x 25'	6
⊕	Cinnamon Ash	2" Cal.	35' x 25'	6
⊕	Jumpers scopulorum 'Spartan'	2" Cal.	35' x 25'	3
⊕	Spartan Juniper	2" Cal.	35' x 25'	3
⊕	Malva 'Spring Snow'	2" Cal.	35' x 25'	3
⊕	Spring Snow Clematis	2" Cal.	35' x 25'	3
⊕	Picea glauca 'Densata'	2" Cal.	35' x 25'	2
⊕	Black Hills Spruce	2" Cal.	35' x 25'	2
⊕	Picea abies 'Columbiana Blue'	2" Cal.	35' x 25'	2
⊕	Colorado Blue Spruce	2" Cal.	35' x 25'	2
⊕	Tilia americana 'Blueberry'	2" Cal.	35' x 25'	2
⊕	Blueberry Linden	2" Cal.	35' x 25'	2

SHRUBS & SPARGANNOSES	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Cornus alba 'Ballad'	5 Gal.	6' x 6'	1
⊕	Hardy Red Dogwood	5 Gal.	6' x 6'	1
⊕	Juniperus horizontalis 'Blue Chip / Blue Chip Juniper'	5 Gal.	7' x 4'	17
⊕	Juniperus horizontalis 'Sawey'	5 Gal.	7' x 4'	17
⊕	Summer Wine Nandina	5 Gal.	4' x 4'	4
⊕	Phlox paniculata 'Blue Spire'	5 Gal.	4' x 4'	4
⊕	Dwarf Blue Shag Eastern White Pine	5 Gal.	2' x 2.5'	16
⊕	Blue Mountain P.F. #1014	5 Gal.	2' x 2.5'	16
⊕	Carroll Dwarf Granddaddy Rose	5 Gal.	2' x 2.5'	16
⊕	Magi Carpet Spruce	5 Gal.	2' x 2.5'	16

GRASSES	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Calamagrostis x canedula 'Overland'	2 Gal.	7' x 2'	35
⊕	Dwarf Feather Grass	2 Gal.	17' x 17'	33
⊕	Feather Grass 'Sage Blue'	2 Gal.	17' x 17'	33
⊕	Black Blue Fescue	2 Gal.	17' x 17'	33

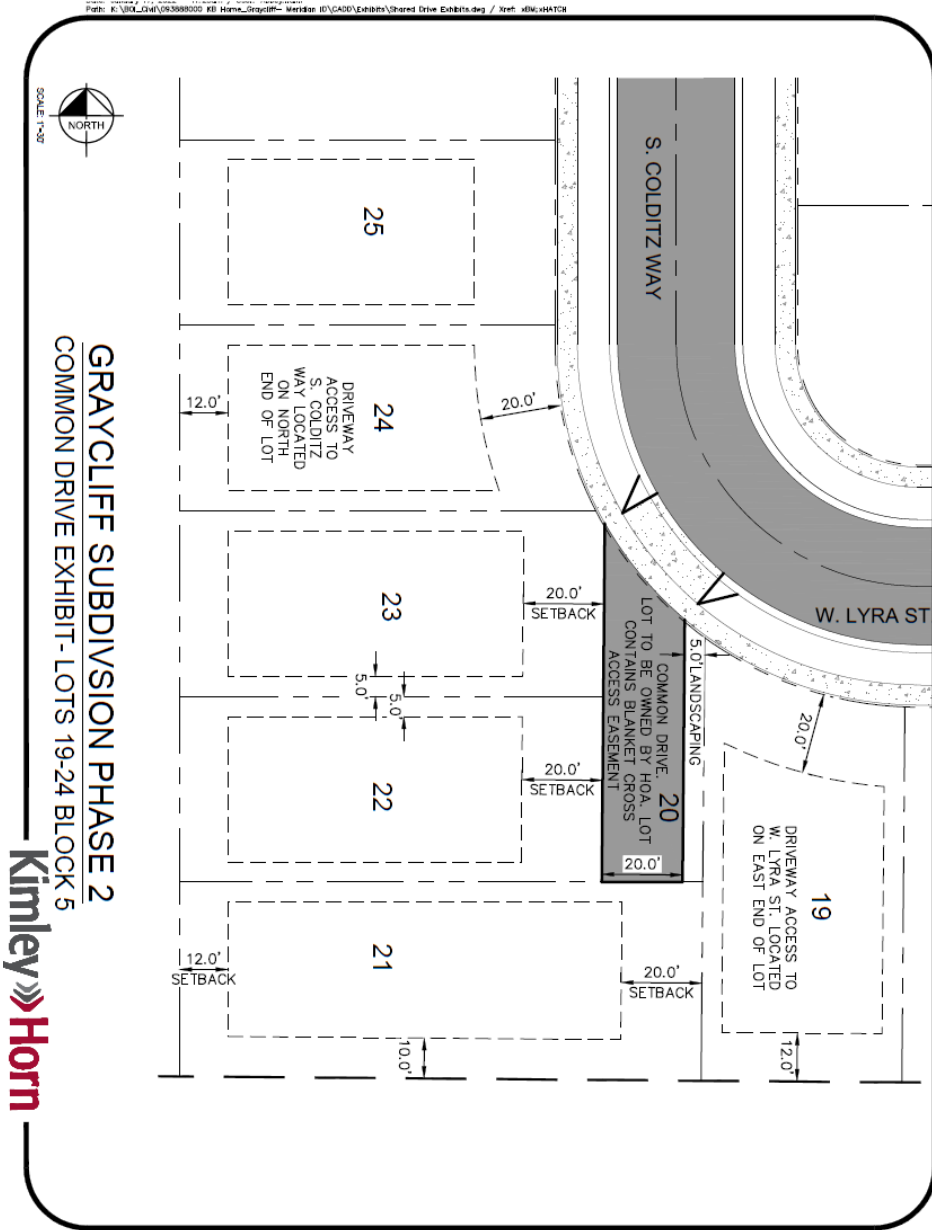
PERENNIALS	BOTANICAL NAME / COMMON NAME	SIZE	MATURE SIZE	QTY
⊕	Geranium sanguineum 'Max Fleck'	1 Gal.	18" x 2"	36
⊕	Herennicola 'Sally De Oor'	1 Gal.	18" x 2"	29
⊕	Beck's Dutch Poppy	1 Gal.	18" x 2"	29
⊕	Penstemon angustifolia	1 Gal.	18" x 2"	51
⊕	Resurrection Lilies	1 Gal.	18" x 2"	51

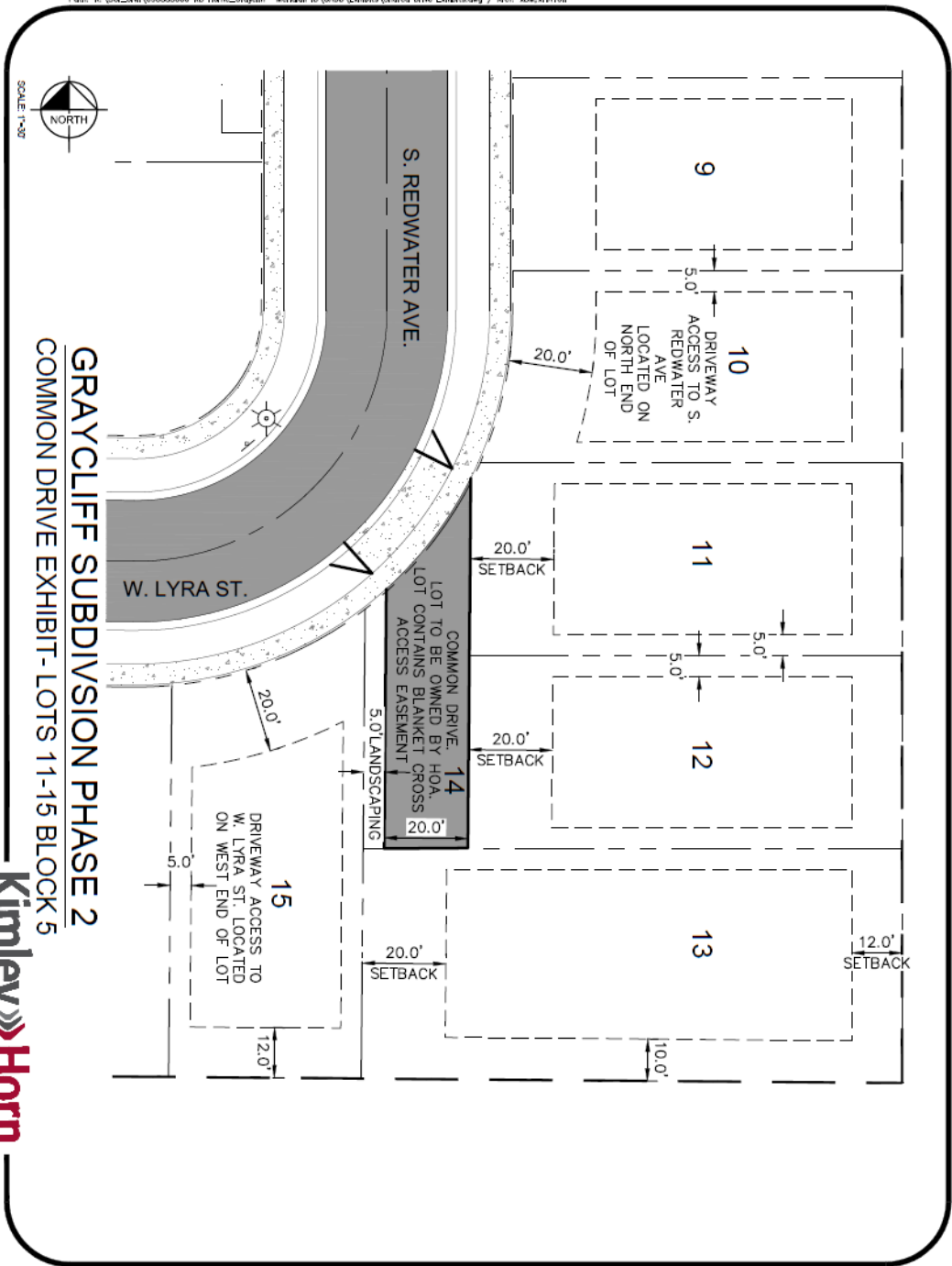
MATERIALS	DESCRIPTION	QTY
⊕	Black Mulch	5,055 SF
⊕	2" Dark, Shredded Organic Mulchwood Bark Mulch	5,055 SF
⊕	Festuca arundinacea 'Fall Fescue	1,560 LF
⊕	100% Hydroseed	1,560 LF
⊕	6" Solid Vinyl Fence	445 LF
⊕	6" Semi-Private Vinyl Fence	445 LF

SCALE: 1" = 40'

KEY MAP

D. Common Driveway Exhibits





GRAYCLIFF SUBDIVISION PHASE 2
COMMON DRIVE EXHIBIT - LOTS 11-15 BLOCK 5



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall meet all terms of the approved annexation (Development Agreement - Inst. #2015-112095, 1st Addendum Inst. #2019-086664, and 2nd Addendum Inst. #2020-066784) and preliminary plat (H-2019-0129) applications approved for this site.
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 (on or before December 23, 2023); *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 Land Solutions, stamped by Clinton W. Hansen, dated: 1/6/2022, included in Section V.B shall be revised as follows:
 - a. Note #8: “. . . Lot 1, Block 27 is reserved for a City of Meridian well lot. Lot 2, Block 27 is reserved for a City of Meridian Park, unless the City Council determines a public park is not preferred in this development. . . .”
 - b. Graphically depict the ACHD storm water drainage easements referenced in Note # 9.
 - c. Note #12: Include the recorded instrument number for the CC&R's.
 - d. Add note: “The bottom of structural footing shall be set a minimum of 12-inches above the highest established normal ground water elevation.”
 - e. Include the recorded instrument number for the ACHD permanent easement line noted in the Legend.
 - f. Include the recorded instrument number for the existing ACHD permanent easement graphically depicted on the plat.
 - g. Depict the public pedestrian easement for the multi-use pathway across Lot 2, Block 7 and include the recorded instrument number for the easement.

A copy of the revised plat shall be submitted with the final plat for City Engineer signature.

5. The landscape plan prepared by Kimley Horn, dated 01/14/2022, included in Section V.C, shall be revised as follows:
 - a. The street buffer along S. Oakbriar Way shall include shrubs and other vegetative groundcover; and trees shall be depicted within the buffer south of W. Learmont St. outside of the Sundell lateral easement as set forth in UDC 11-3B-7C.3 and as depicted on the preliminary plat landscape plan. Revise the Landscape Requirements table accordingly.
 - b. Depict shrubs and other vegetative groundcover along all pathways as set forth in UDC 11-3B-12C.2.
 - c. Include the total linear footage of parkways (minus 26' for each driveway) and the required vs. provided number of trees in the Landscape Requirements table. *In areas where there is an ACHD storm water drainage easement that prohibits trees, the required trees shall be placed elsewhere on the site.*
 - d. Depict landscaping within Lot 2, Block 7 in accord with the standards listed in UDC [11-3G-3E](#); and a 10-foot wide multi-use pathway with landscaping along the pathway in accord with the standards listed in UDC [11-3B-12C](#). *Note: The improvements in this lot are not required*

to be installed until the larger park area develops. If the City Council determines a public park is not preferred in this development, the area shall be developed as private open space for the development.

A copy of the revised landscape plan shall be submitted with the final plat for City Engineer signature.

Note: Alternative Compliance to UDC 11-3B-12C for the landscaping (i.e. trees) required adjacent to the multi-use pathway and to UDC 11-3G-3E.2 for the landscaping (i.e. trees) required within common open space within the Williams pipeline easement on Lot 2, Block 7 was previously approved with H-2018-0054. A total of 35 additional trees were required to be provided within the development (or within another City park as determined appropriate by the Planning Division and Park's Department) based on the calculations provided.

6. All development within the Williams Northwest Pipeline easement must adhere to the most current standards in the Williams Gas Pipeline Developers' Handbook.
7. Future development shall be consistent with the minimum dimensional standards listed in [UDC Table 11-2A-6](#) for the R-8 zoning district.
8. Future homes within the development shall be generally consistent with the building elevations referenced in the Development Agreement (Inst. #[2020-066784](#)).
9. The rear and/or side elevations of 2-story homes abutting the collector streets (W. Harris St. and S. Oakbriar Way) on Lots 14-15, Block 1 and Lots 21-32, Block 5, shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the public street. *Single-story structures are exempt from this requirement.*
10. Common driveways shall be paved with a surface with the capability of supporting fire vehicles and equipment in accord with UDC 11-6C-3D.4.
11. A perpetual ingress/egress easement shall be filed with the Ada County Recorder for the common driveways, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment as set forth in UDC 11-6C-3D.8; **a copy of said easement shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.**
12. Homes on Lots 11-13 and 21-23, Block 5 shall comply with the setbacks depicted on the common driveway exhibits in Section V.D.
13. The well lot (i.e. Lot 1, Block 7) shall be conveyed to the City of Meridian by deed after the plat is recorded, prior to issuance of the first Certificate of Occupancy within the development.
14. The City park lot (i.e. Lot 2, Block 7) shall be conveyed to the City of Meridian by deed at such time as the larger park area is also conveyed to the City that lies in the adjacent Brundage Estates and Biltmore Estates subdivisions. If determined by the City Council that a public park is *not* preferred in this development, this lot shall be improved as private open space for the development. In the interim, this lot shall be maintained by the Homeowner's Association and kept free of weeds.
15. A surety valid for a period of three (3) years shall be submitted to the City for the 10' wide multi-use pathway, landscaping and irrigation improvements on Lot 2, Block 7, the future City park lot, prior to signature on the final plat by the City Engineer; the surety may be required to be extended if the remainder of the land designated for a City Park isn't ready to develop at that time. If the City Council determines a City park is not preferred in this development during the

aforementioned time period (or the extended time period, as applicable), the surety will be released and the lot shall be improved as private open space for the development; or, if ownership of the lot is transferred to the developer of the adjacent parcels for improvement as a City Park and that developer agrees to improve the lot as part of the future City Park, the surety will be released. Landscaping/irrigation shall not be installed on this lot until the larger 11+/- acre park area is ready to be developed that is also part of Biltmore Estates and Brundage Estates subdivisions.

16. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 208-887-1620 or Susan.L.Prescott@usps.gov for more information.
17. All fencing shall comply with the standards of UDC 11-3A-7C.
18. 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

Site Specific Conditions:

1. Water valve spacing shall not exceed 800 feet.
2. Water blowoffs should be installed per City standard drawing W13.
3. Manholes shall be placed in the roadway whenever possible. Manhole SSMH B3 and SSMH B2 are currently located in the sidewalk and common driveway and must be moved to the roadway.
4. Separation between infiltration trench and sewer main is 10 foot minimum.
5. The streetlight plan has not been approved. The streetlights will need to be installed and operational, with approved record drawing, before any form of occupancy.
6. No geotechnical report was provided with this application. A geotechnical report will be required to be submitted and reviewed prior to signature of the final plat.

General Conditions:

7. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
8. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
9. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
10. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
11. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.

12. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
13. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
14. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
15. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
16. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
17. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
18. Developer shall coordinate mailbox locations with the Meridian Post Office.
19. All grading of the site shall be performed in conformance with MCC 11-1-4B.
20. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
21. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
22. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
23. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
24. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental

Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.

25. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
26. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
27. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
28. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
29. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
30. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Final Plat for Skybreak No. 1 (FP-2021-0058) by DevCo, LLC, Located at 3487 E. Adler Hoff Ln. and 7020 S. Eagle Rd.



MEMO TO CITY COUNCIL

Staff Contact: Alan Tiefenbach

Meeting Date: April 5, 2022

Topic: Final Plat for Skybreak No. 1 (FP-2021-0058) by DevCo, LLC, Located at 3487 E. Adler Hoff Ln. and 7020 S. Eagle Rd.

Request:

Final plat consisting of 84 buildable lots and 21 common lots (including a private road) on 35.67 acres of land in the R-8 and R-15 zoning districts.

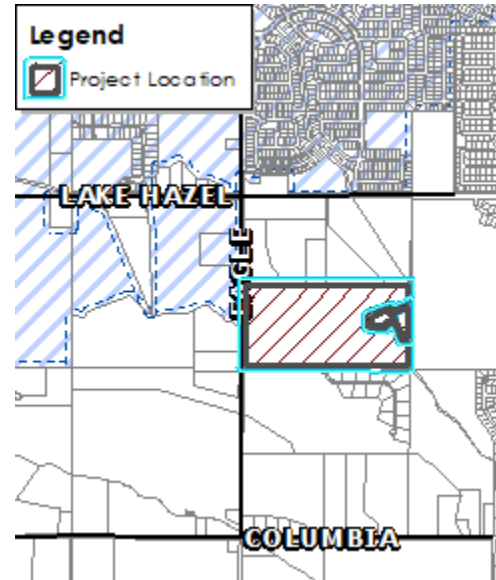
Information Resources:

[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 4/5/2022
TO: Mayor & City Council
FROM: Alan Tiefenbach, Associate Planner
208-489-0573
SUBJECT: FP-2021-0058
Skybreak No. 1
LOCATION: 7020 S. Eagle Rd. & 3487 E. Adler Hof Ln., in the south 1/2 of the NW 1/4 of Section 4, T.2N., R.1E. (Parcels # S1404244250 & S1404233650)



I. PROJECT DESCRIPTION

Final plat consisting of 84 lots and 21 common lots on 35.67 acres of land in the R-8 and R-15 zoning districts.

II. APPLICANT INFORMATION

A. Applicant:

Conger Group – 4824 W. Fairview Ave., Boise, ID 83706

B. Owners:

C4 Land LLC – 7020 S. Eagle Rd, Meridian, ID 83642

Peter and Dana Eisenman – 3487 E. Adler Hof Ln., Meridian, ID 83642

III. STAFF ANALYSIS

In 2020, the property received approval of an annexation, zoning to R-8 and R-15, and a preliminary plat to construct 316 single family lots on 80.46 acres of land (H-2020-0127, Instr. # 2021-119175). This included approval for private streets.

A condition of approval of the development agreement required the applicant to submit a wildland safety plan for the hillside area to be approved by the Meridian Fire Department with the first final plat. The applicant did submit this plan and it was deemed to be satisfactory by Meridian Fire.

Another condition of approval of the development agreement required an increased rear setback (as shown in applicant's narrative as a "no-build area" dated June 14, 2021) for Lot 74, Block 5, abutting

Vantage Pointe (now Lot 36, Block 3). This no build area is not indicated on the final plat. Staff has added this as a condition of approval.

At time of annexation and preliminary plat the applicant received the following from the City Council that would apply to this phase:

1. Alternative compliance from UDC 11- 3F4 that limits gated developments to 50 lots, to allow 106 gated lots.
2. Alternative compliance from UDC 11- 3F- 4 prohibiting common driveways off private streets, to allow 3 common driveways.
3. Alternative compliance from UDC 11- 3B- 12 and UDC 11- 3G- 3 requiring minimum landscaping along pathways and within common open space to allow the area surrounding the pathway in Lot 46 of Block 5 to remain in a natural state.
4. A wavier from UDC 11- 6C- 3 limiting block face to no more than seven hundred fifty (750) feet in length without an intersecting street or alley to allow Block 3, along the southern boundary of the property, to be approximately 1,190 feet in length.

Staff notes although the applicant did receive alternative compliance from UDC 11-3B-12 and UDC 11-3G-3 to allow the area surrounding the pathway along Lot 46, Block 5 to remain in a natural state (now indicated as Lot 19, Block 3), this was intended for the area surrounding the natural pathway shown bisecting Lot 19, Block 3 from north to south. This did not extend to the paved golf cart pathway shown in both Lot 18 and 19, Block 3, as the approved preliminary plat landscape plan does show trees along this pathway. Also, the approved preliminary plat and landscape plan indicates sidewalk extending south along Lot 46, Block 3 to the Vantage Pointe subdivision, whereas this is absent on the final plat. Finally, the common drive exhibit indicates a 5 ft. wide landscape strip adjacent to the solid fence as required per UDC11-6C-3C, but this landscape strip is not shown on the landscape plan.

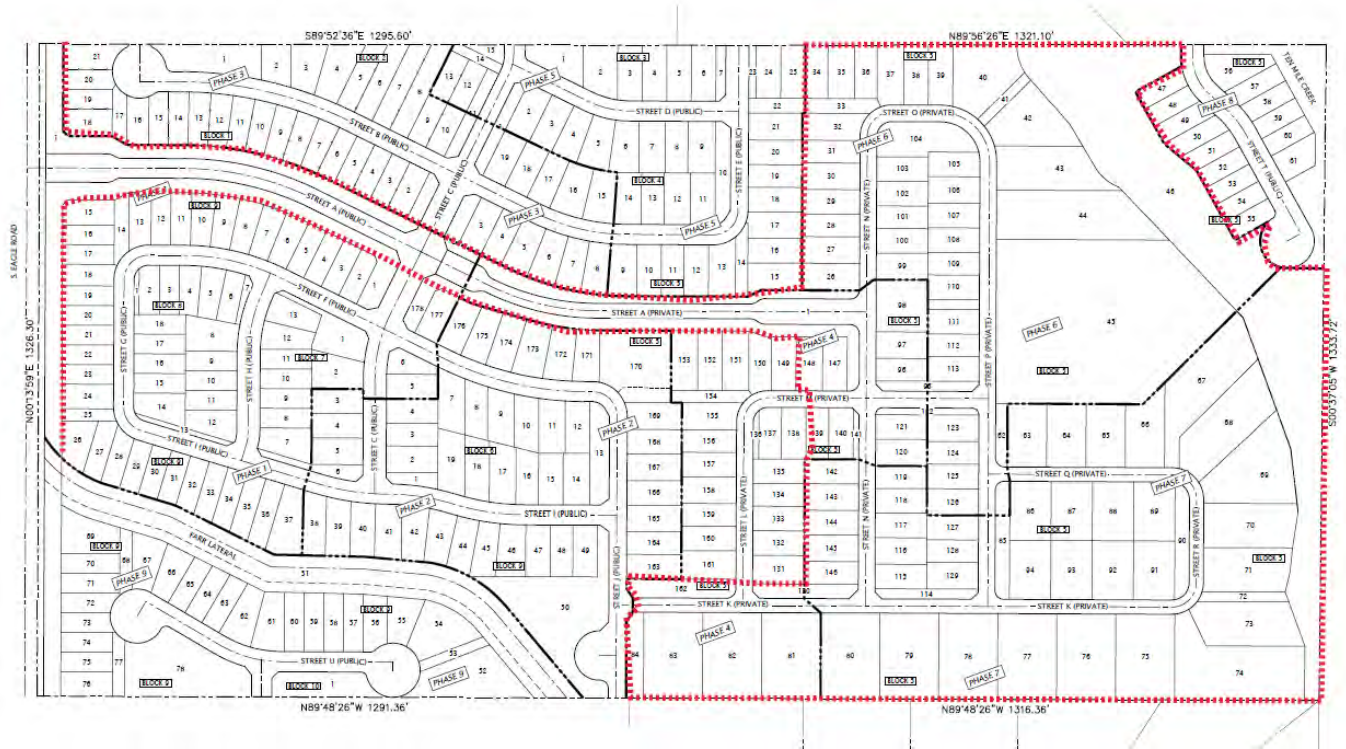
Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat in accord with the requirements listed in UDC 11-6B-3C.2. Because the final plat does not increase the number of building lots and/or decrease the amount of qualified open space as shown on the approved preliminary plat, with the exceptions listed above, Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

IV. DECISION

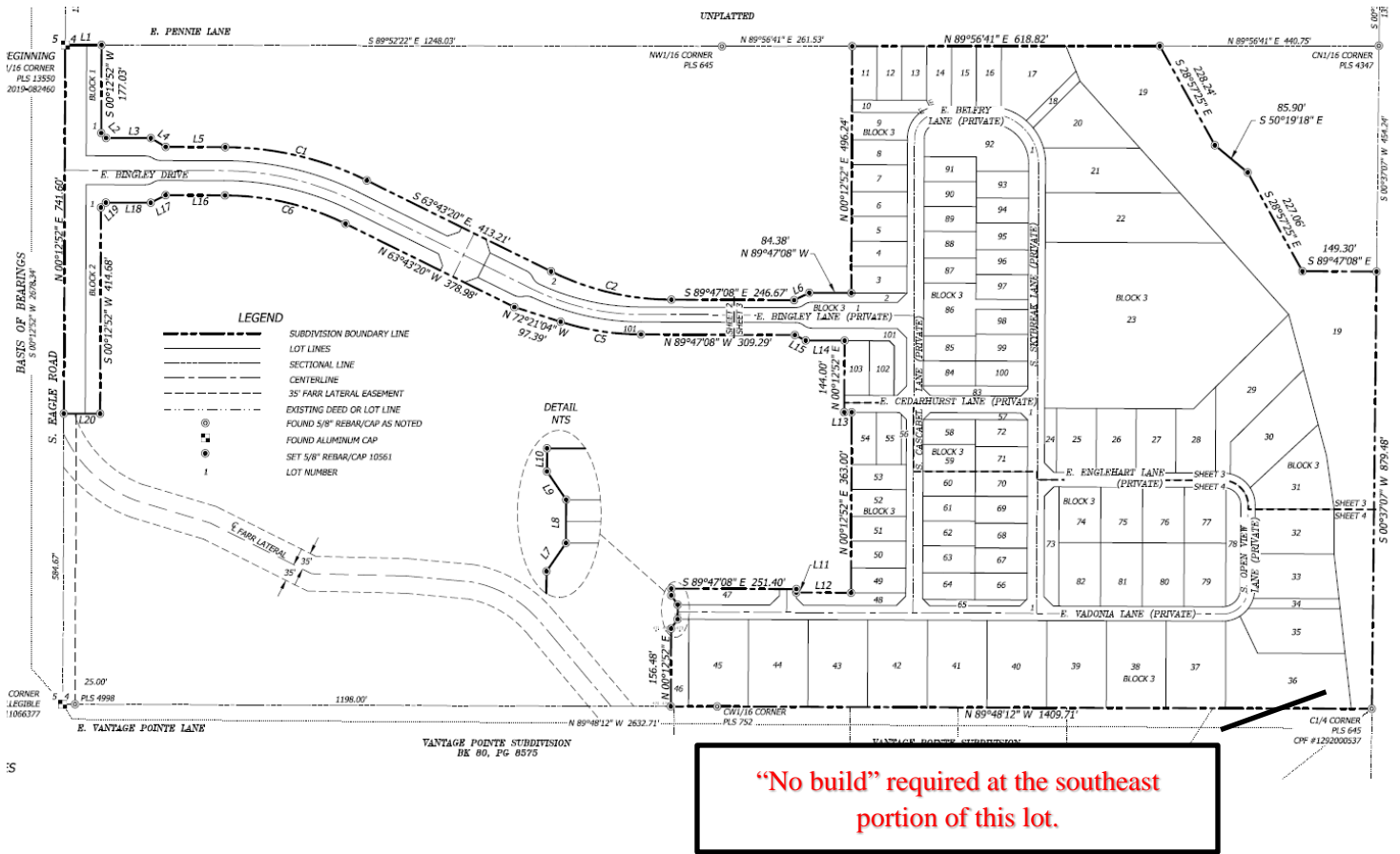
Staff recommends approval of the proposed final plat within the conditions noted in Section VI of this report.

V. EXHIBITS

A. Preliminary Plat red-marked to show area of Phase One (date: 6/16/2021)

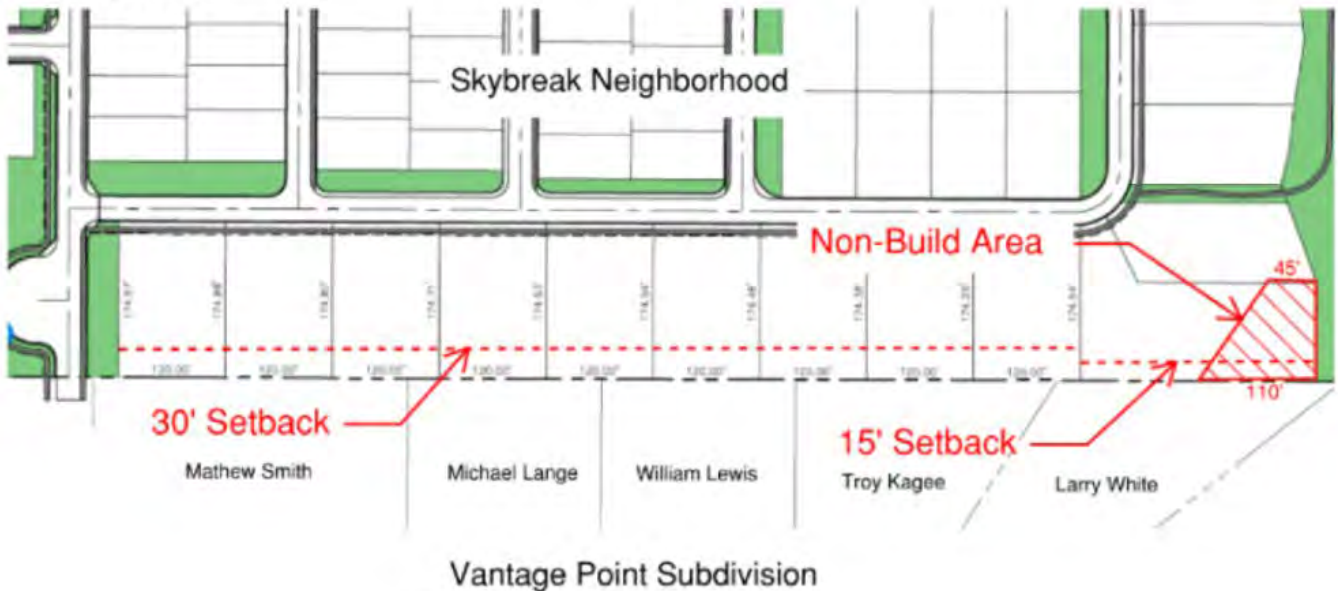


B. Final Plat (date: 11/19/2021)

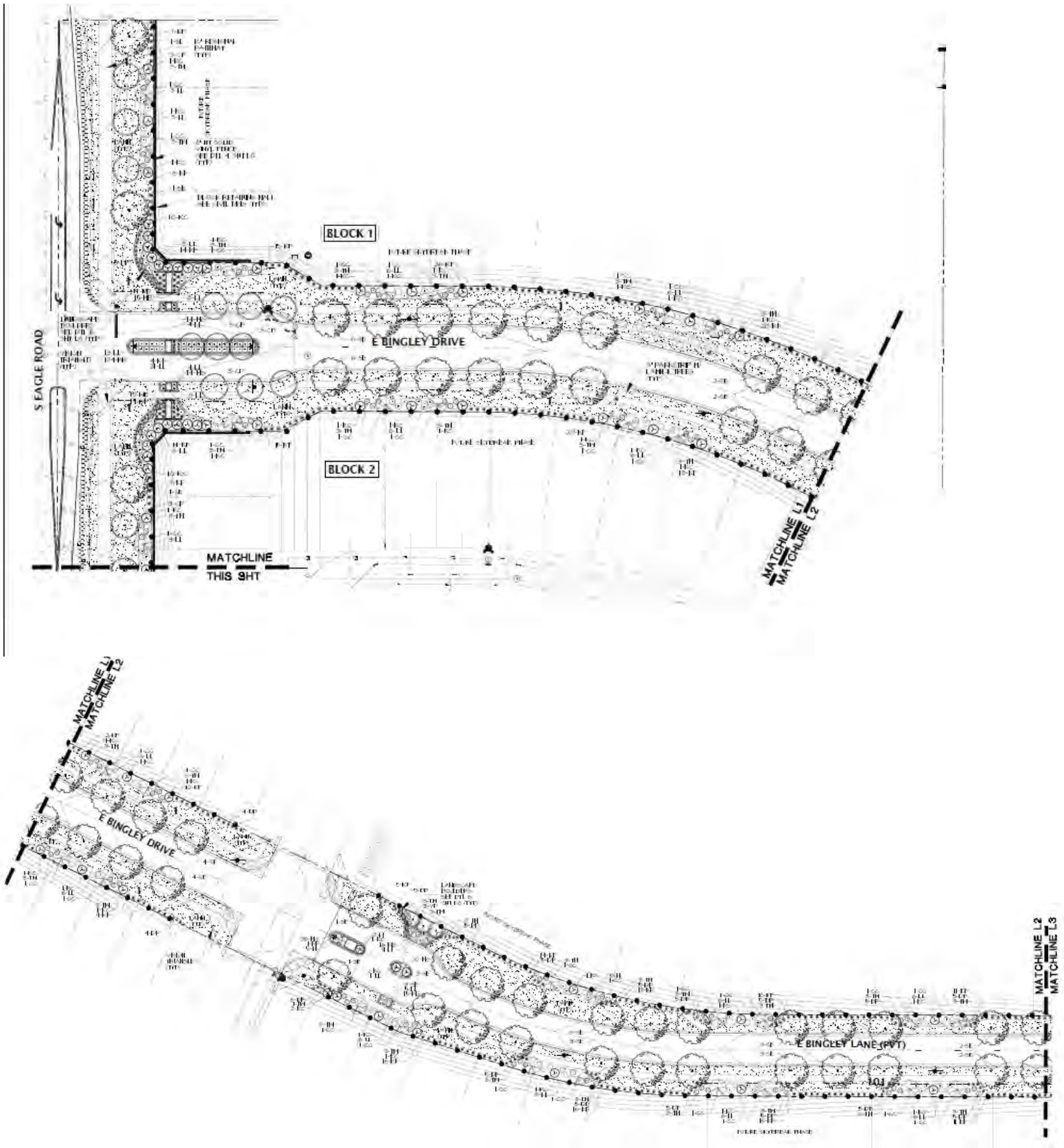


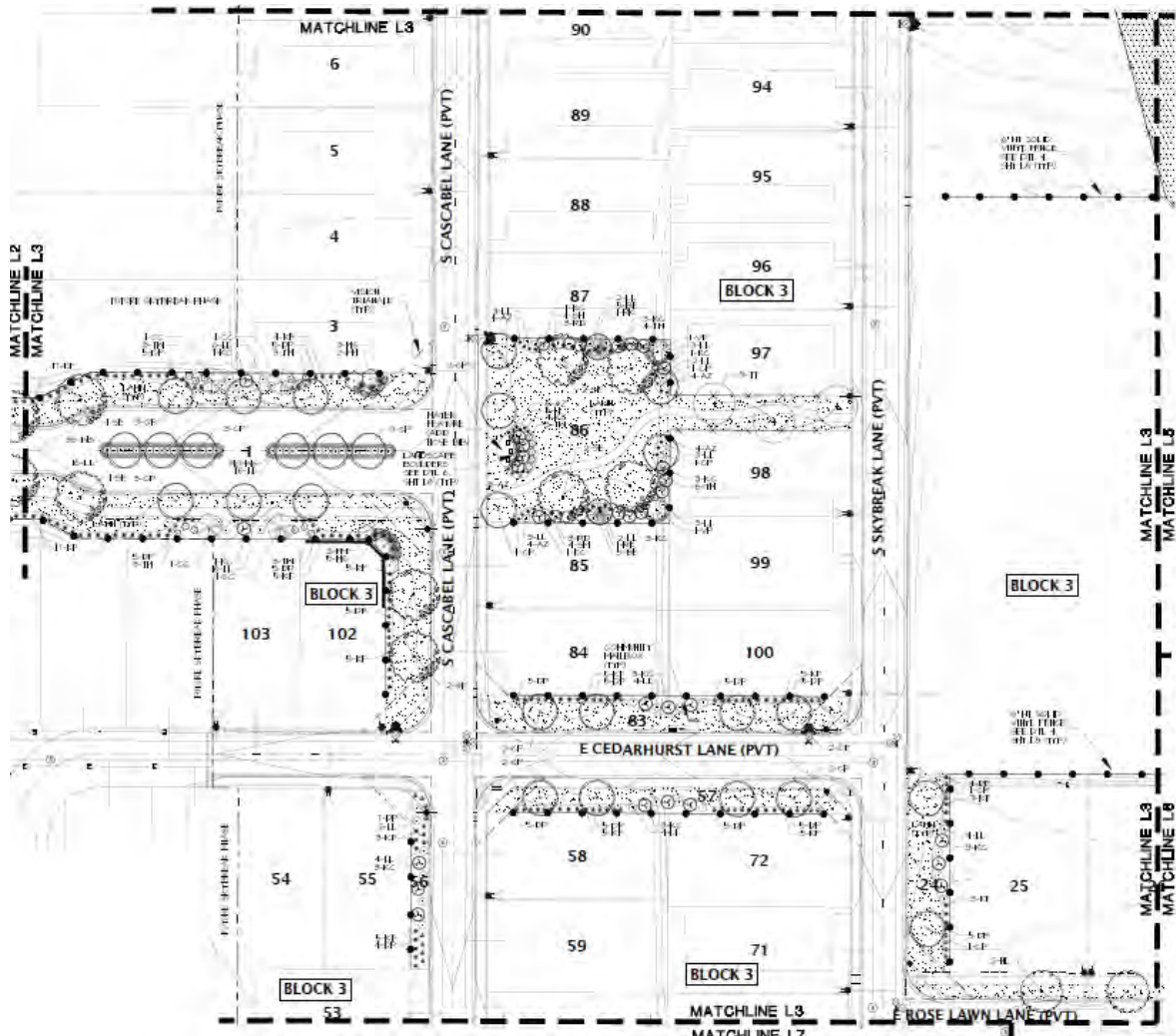
C. Graphic on narrative included with DA indicating area of no-build (date: 6/14/2021)

neighbors (Vantage Point Subdivision) to get an idea of what they would like to have for a transition to their properties.

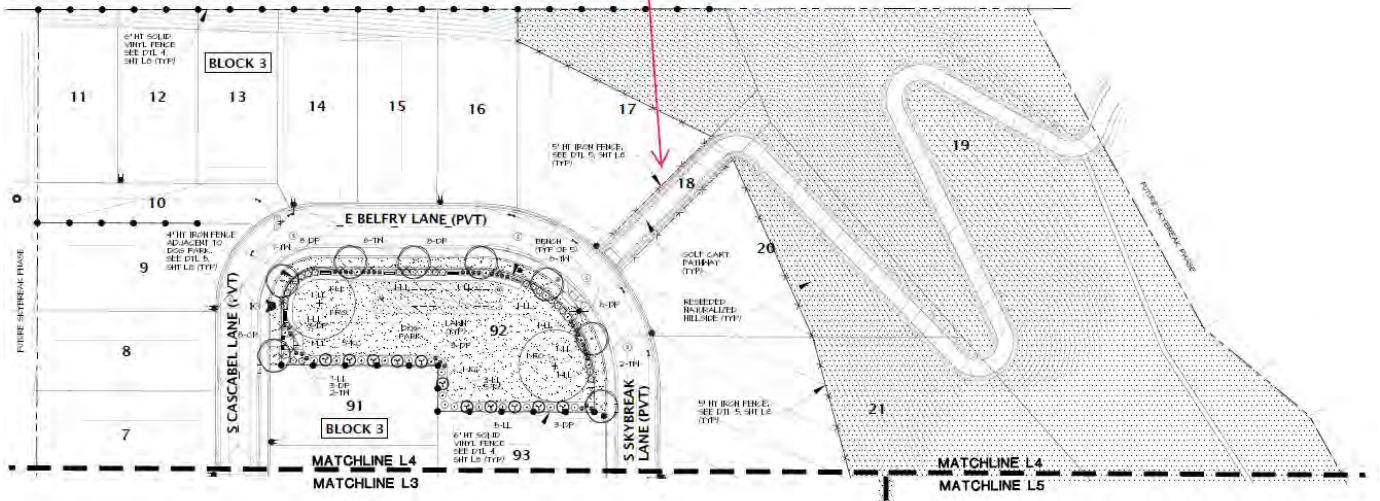


C. Landscape Plan (date: 11/17/2021)



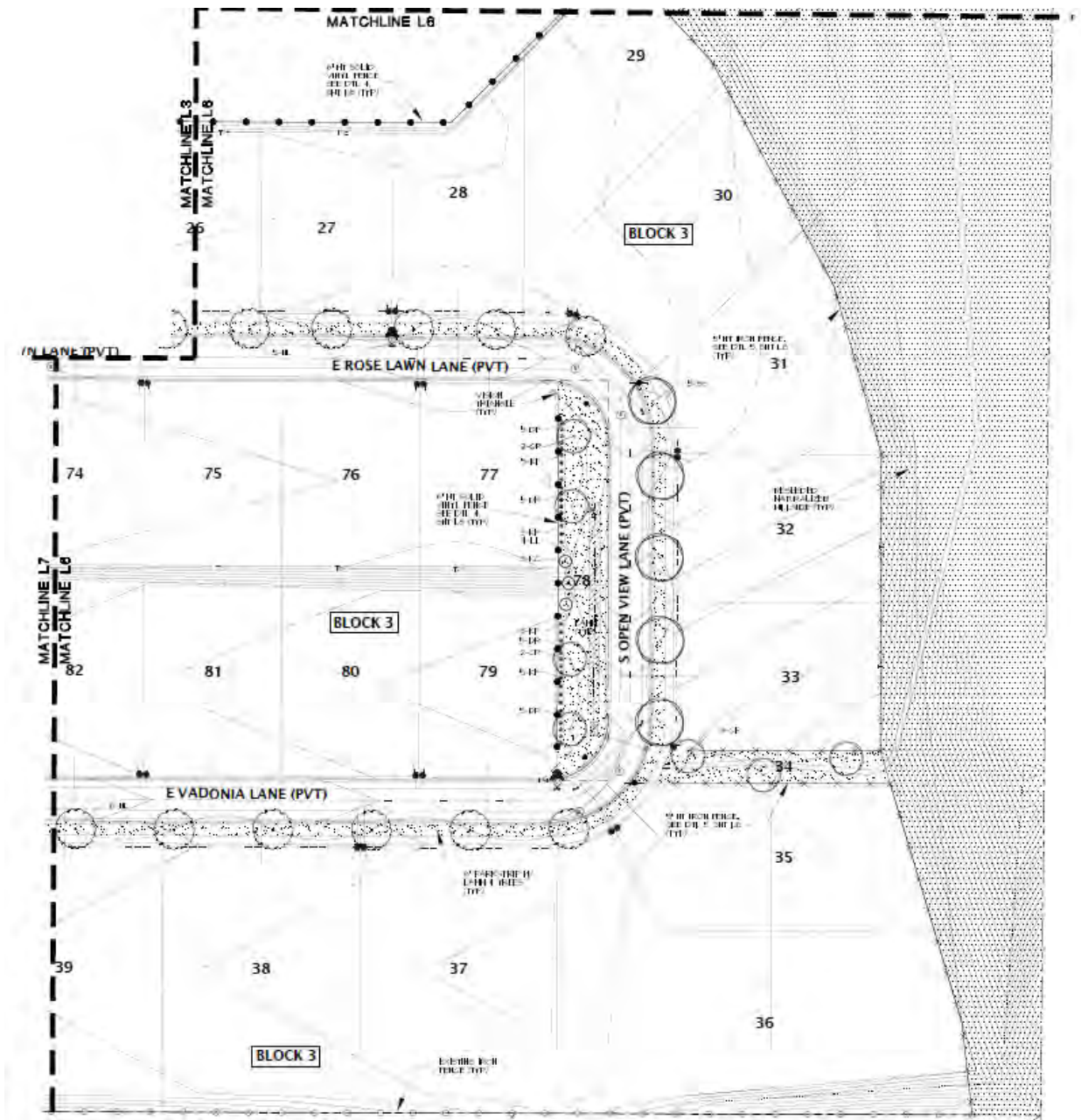


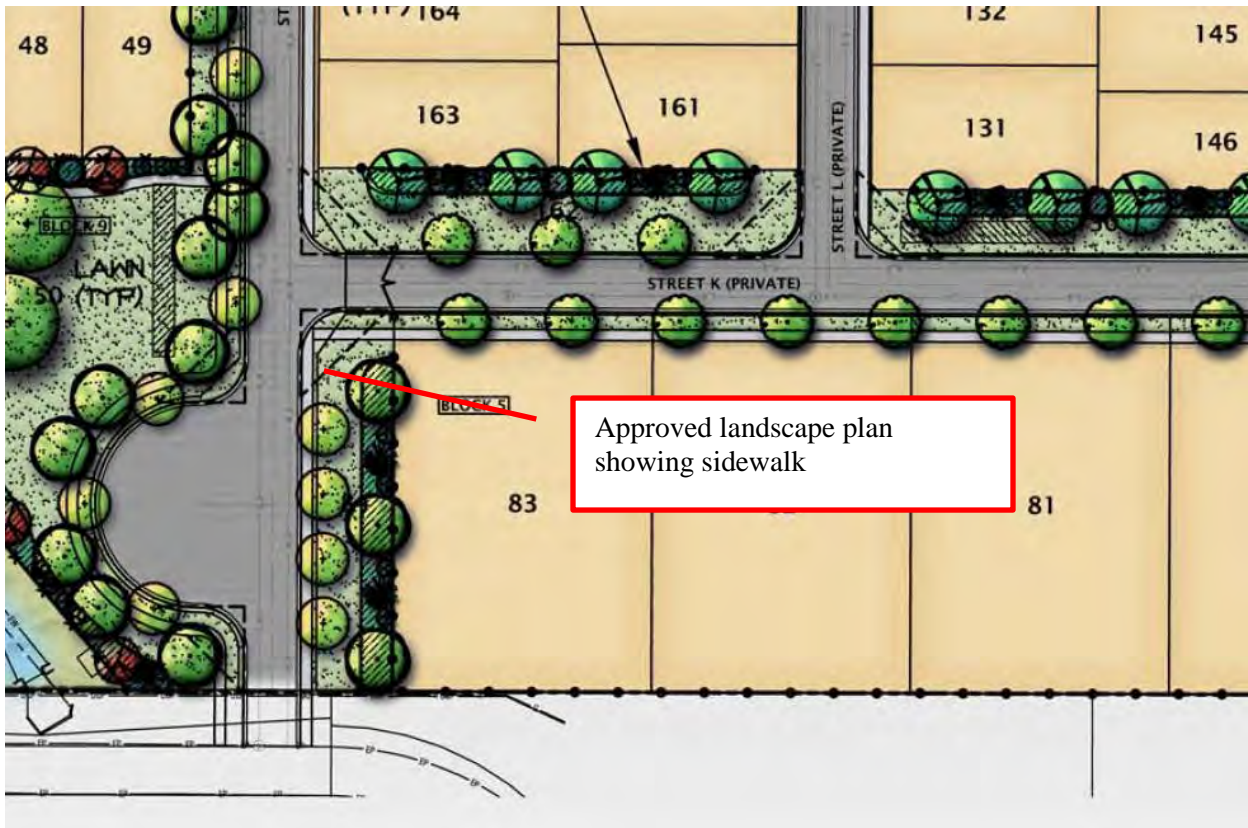
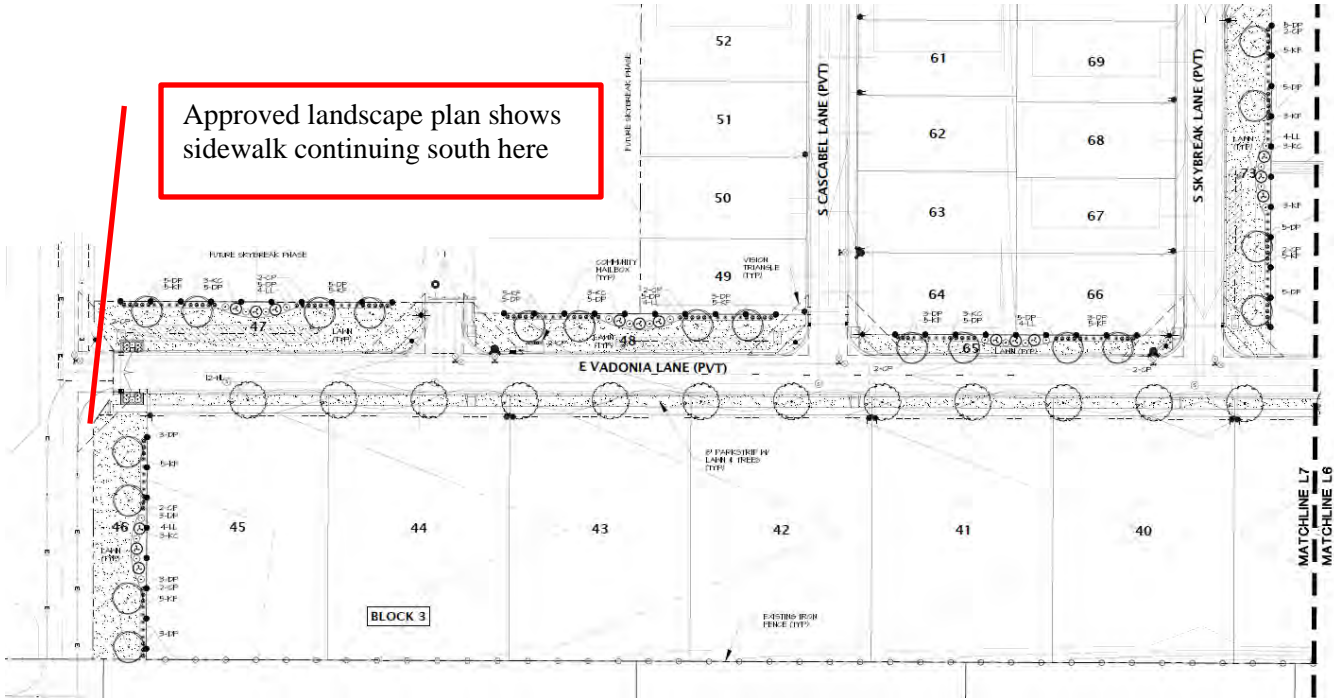
Approved landscape plan shows trees along this pathway



Same area from approved landscape plan



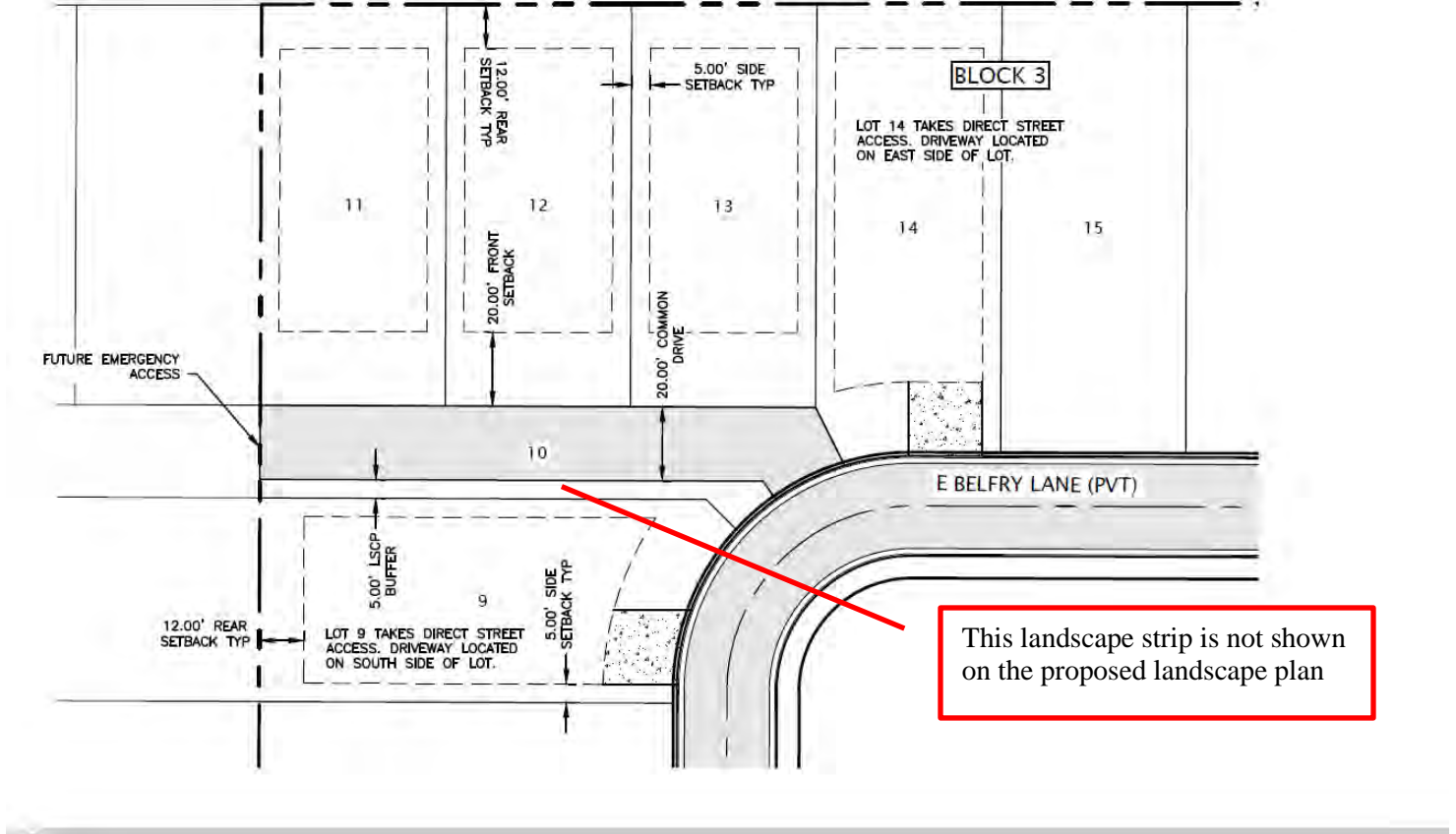




D. Approved Landscape Plan (date: 6/16/2021)



E. Common Drive Exhibit (date: 11/22/2021)



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Applicant shall meet all terms of the approved annexation and preliminary plat applications (Development Agreement - Inst. #2021-119175, AZ, PP H-2020-0127) approved for this site.
2. The applicant shall construct the street buffers and pathway along S. Eagle Rd. with the first phase of development.
3. The existing residence at 3487 E. Adler Hof Ln. (Lot 23, Block 3) will be required to abandon the well and septic system and connect to City water and sewer prior to the first building permit.
4. Per UDC 11-3F-3, the applicant or owner shall provide documentation of a binding contract that establishes the party or parties responsible for the repair and maintenance of the private street, including regulations for the funding thereof.
5. Prior to City Engineer signature on the final plat, the final plat prepared by Civil Site Works, stamped by Corinne Graham, dated: 11/12/21, included in Section V.B shall be revised as follows:
 - a. A 15 ft. side yard setback and no build area (as shown in Exhibit V.B) shall be indicated on the plat for Lot 36, Block 3, abutting Vantage Pointe.
 - b. A 30 ft. rear yard setback (as shown in Exhibit V.B) shall be indicated on the plat along Lots 36-45, Block 3.
 - c. Plat Note No. 5 – add instrument number.
 - d. Plat Note No. 14 – add instrument number.
6. Prior to City Engineer signature on the final plat, the landscape plan, prepared by Jensen Belts Associates on 11/17/21 included in Section V.B shall be revised as follows:
 - a. Sidewalk meeting the requirements of UDC 11-3A-17 shall be added within Lot 46, Block 3 as shown on the approved preliminary plat landscape plan.
 - b. Trees meeting the requirements of UDC 11-3B-12 shall be provided along the golf cart path in Lots 18 and 19, Block 3 shown on the approved preliminary plat landscape plan.
 - c. A landscape strip meeting the requirements of 11-6C-3D shall be provided on the south side of the common drive in Lot 10, Block 3.
 - d. The landscape plan shall indicate any existing trees on the subject property that are four-inch caliper or greater; or mitigate for the loss of such trees as set forth in UDC 11-3B-10C.
7. Pathways and adjoining fencings and landscaping shall be constructed consistent with the standards as set forth in UDC 11-3A-7A7, 11-3A-8 and 11-3B-12C.
8. The development shall comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to driveways, easements, blocks, street buffers, and mailbox placement.
9. Developer shall comply with all ACHD conditions of approval.
10. The plat shall comply with the provisions for irrigation ditches, laterals, canals and/or drainage courses, as set forth in UDC 11-3A-6.

11. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
12. The applicant shall obtain the City Engineer's signature on the subject final plat by July 20, 2023, within two years of the City Council's approval of the preliminary plat; or apply for a time extension, in accord with UDC 11-6B-7.
13. Staff's failure to cite specific ordinance provisions does not relieve the applicant of responsibility for compliance.

B. PUBLIC WORKS

SITE SPECIFIC CONDITIONS:

1. Applicant may consider adding a valve cluster at any location along the water main that will be connected to a future phase because hot tap water connections will not be allowed.
2. Ensure that future sewer connections into manholes are installed at a minimum 90 degrees.
3. The City does not want manholes in sidewalks because they can be a tripping hazard. Sanitary Sewer Manhole A-3 and A-11 are currently shown in the sidewalk and will need to be moved into the right of way. This may require reconfiguration of the water line and additional manholes.
4. A 30-foot Type 1 streetlight with an 8 foot mast arm is needed 220 feet south of the southernmost existing streetlight on South Eagle Road on your plans.
5. Call out the LED fixtures that will be used for both types of streetlights.

GENERAL CONDITIONS:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City

of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of

way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. **DO NOT RECORD**. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.

20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Final Order for TM Center No. 1 (FP-2022-0009) by Brighton Development, Inc., Generally Located on the East Side of S. Ten Mile Rd. Between S. Vanguard Way and W. Cobalt Dr.

BEFORE THE MERIDIAN CITY COUNCIL

**HEARING DATE: MARCH 22, 2022
ORDER APPROVAL DATE: APRIL 5, 2022**

**IN THE MATTER OF THE)
REQUEST FOR FINAL PLAT)
CONSISTING OF 7 BUILDING)
LOTS ON 7.44 ACRES OF LAND IN)
THE C-G ZONING DISTRICT FOR)
TM CENTER SUBDIVISION NO. 1.)
BY: BRIGHTON DEVELOPMENT,)
INC.)
APPLICANT)
_____)
)
)
)**

**CASE NO. FP-2022-0009
ORDER OF CONDITIONAL
APPROVAL OF FINAL PLAT**

This matter coming before the City Council on March 22, 2022 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 CENTER SUBDIVISION NO. 1, LOCATED IN A PORTION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO, 2022, HANDWRITTEN DATE:

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT
FOR TM CENTER NO. 1 FP-2022-0009

1/27/2022, by AARON L. BALLARD, 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 March 22, 2022, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, and the response letter from Josh Beach, Brighton Corporation, 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 _____, 2022.

By:

Robert 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:_____

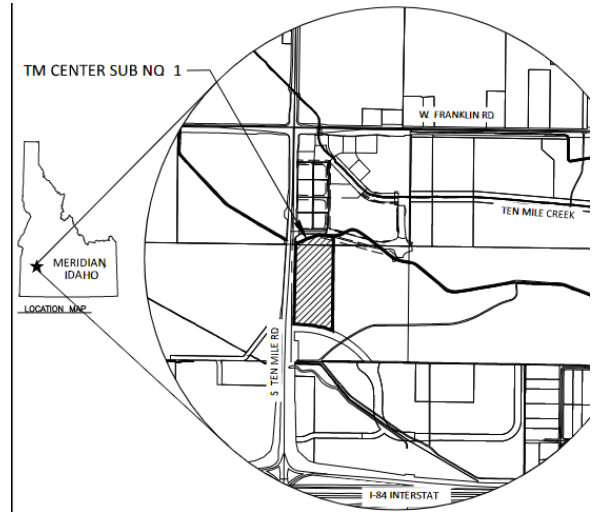
EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



DATE: 3/22/2022
 TO: City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: FP-2022-0009
 TM Center No. 1

PROPERTY LOCATION:
 Northeast corner of S. Ten Mile Rd. & S. Vanguard Way in the NW ¼ of Section 14, T.3N., R.1W.



I. PROJECT DESCRIPTION

Final plat consisting of 7 building lots on 7.44 acres of land in the C-G zoning district for TM Center No. 1.

Note: The proposed final plat is actually the fourth phase of the TM Center Subdivision preliminary plat (H-2020-0074). [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)]

II. APPLICANT INFORMATION

- A. Applicant
 Josh Beach, Brighton Development, Inc. – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642
- B. Owner:
 Robert Phillips, 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 preliminary plat (H-2020-0074) as required by UDC 11-6B-3C.2. The proposed final plat depicts three (3) fewer buildable lots than shown on the approved preliminary plat. Therefore, Staff finds the proposed final plat is in substantial compliance with the approved preliminary as required by UDC 11-6B-3C.

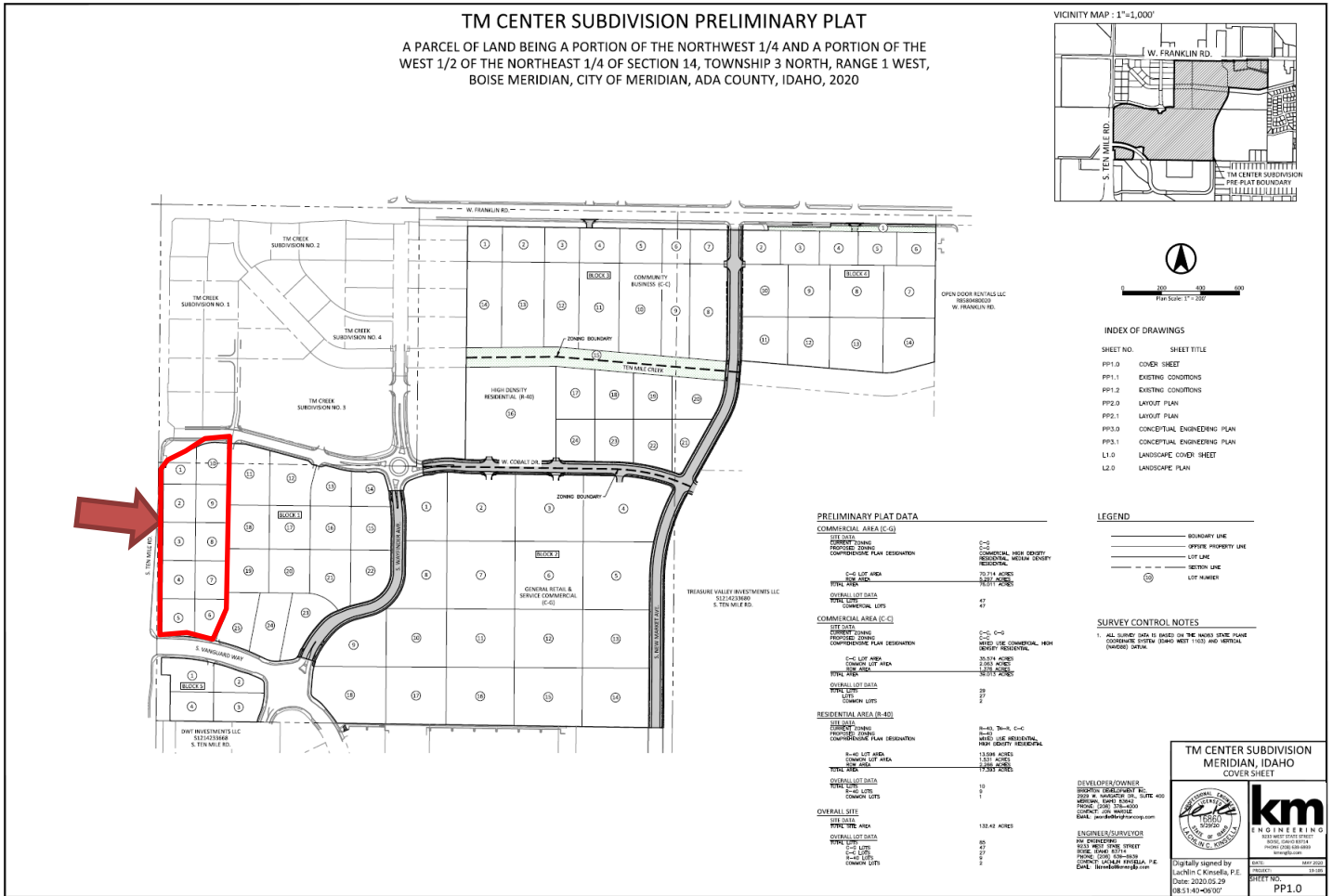
IV. DECISION

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: 1/27/22)



Plat of TM Center Subdivision No. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, 8th E.M., ADA COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 14, WHICH BEARS $N60^{\circ}22'27''E$ A DISTANCE OF 2,859.38 FEET FROM AN ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 14, THENCE FOLLOWING THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, $S01^{\circ}32'27''W$ A DISTANCE OF 1,329.20 FEET TO A POINT ALUMINUM CAP MARKING THE NORTH 1/4 CORNER OF SECTIONS 14 AND 15, THENCE LEAVING SAID WESTERLY LINE, $S89^{\circ}42'27''E$ A DISTANCE OF 39.25 FEET TO A POINT 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF S. TEN MILE RD. AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE, $N63^{\circ}29'27''E$ A DISTANCE OF 14.02 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY BOUNDARY LINE OF TM CREEK SUBDIVISION NO. 1 (BOOK 110, PAGE 13843 OF PLATS, RECORDS OF ADA COUNTY, NEBRASKA);

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND FOLLOWING THE SOUTHERLY BOUNDARY LINE OF SAID TM CREEK SUBDIVISION NO. 1, THE FOLLOWING THREE (3) COURSES:

1. $N87^{\circ}01'17''E$ A DISTANCE OF 184.29 FEET TO A SET 5/8-INCH REBAR.
2. 10.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 184.88 FEET, A DELTA ANGLE OF $02^{\circ}24'47''$, A CHORD BEARING OF $N87^{\circ}01'17''E$ AND A CHORD DISTANCE OF 31.83 FEET TO A SET 5/8-INCH REBAR.
3. $S89^{\circ}42'27''E$ A DISTANCE OF 17.07 FEET TO A SET 5/8-INCH REBAR.

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, $S10^{\circ}12'14''W$ A DISTANCE OF 38.31 FEET TO A SET 5/8-INCH REBAR.

THENCE 50.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF $02^{\circ}04'11''$, A CHORD BEARING OF $S02^{\circ}32'27''W$ AND A CHORD DISTANCE OF 30.53 FEET TO A SET 5/8-INCH REBAR.

THENCE $S02^{\circ}32'27''W$ A DISTANCE OF 174.29 FEET TO A SET 5/8-INCH REBAR.

THENCE 50.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF $02^{\circ}04'11''$, A CHORD BEARING OF $S10^{\circ}12'14''W$ AND A CHORD DISTANCE OF 30.53 FEET TO A SET 5/8-INCH REBAR.

THENCE $S10^{\circ}12'14''W$ A DISTANCE OF 14.76 FEET TO A SET 5/8-INCH REBAR ON THE NORTHERLY RIGHT-OF-WAY LINE OF S. NINE MILE RD.

THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES:

1. 188.15 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,020.00 FEET, A DELTA ANGLE OF $12^{\circ}44'27''$, A CHORD BEARING OF $N02^{\circ}32'27''W$ AND A CHORD DISTANCE OF 187.86 FEET TO A SET 5/8-INCH REBAR.
2. $N87^{\circ}24'47''W$ A DISTANCE OF 80.80 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF S. TEN MILE RD.
3. $N87^{\circ}24'47''W$ A DISTANCE OF 13.13 FEET TO A SET 5/8-INCH REBAR.
4. $N02^{\circ}32'27''E$ A DISTANCE OF 21.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8.247 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE DOCUMENTS SHOWN ON THIS PLAT ARE NOT INDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID SUBDIVISION ARE HEREBY PROTECTIVELY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER PROTECTED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID SUBDIVISION UNLESS NOTICED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, GRANTS TO THE PUBLIC ALL PUBLIC RIGHTS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE CITY OF MERRIAM AND THE CITY HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

ROBERT L. PHILLIPS, PRESIDENT
BRANDTON CORPORATION WHICH IS
MANAGED BY TMF INVESTMENTS, L.L.C.
(33.328 OWNER LOTS 8, 10 AND 11, BLOCK 1)

COURTNEY LOGGINS, PRESIDENT
BY MANAGEMENT SERVICES, INC. WHICH IS
MANAGED BY TMF TEN MILE DROPPING AREA, L.L.C.
(33.328 OWNER LOTS 8, 10 AND 11, BLOCK 1)

STATE OF NEBRASKA
ADA COUNTY
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____ 2022, BY ROBERT L. PHILLIPS, AS PRESIDENT OF BRANDTON CORPORATION WHICH IS MANAGED BY TMF INVESTMENTS, L.L.C.

SIGNATURE OF NOTARY PUBLIC
MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF NEBRASKA
ADA COUNTY
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____ 2022, BY COURTNEY LOGGINS, AS PRESIDENT OF MANAGEMENT SERVICES, INC. WHICH IS MANAGED BY TMF TEN MILE DROPPING AREA, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTES

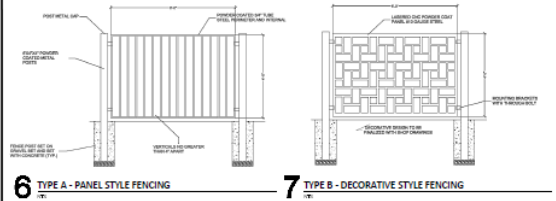
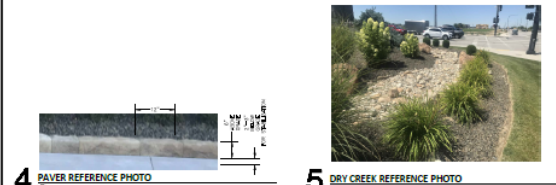
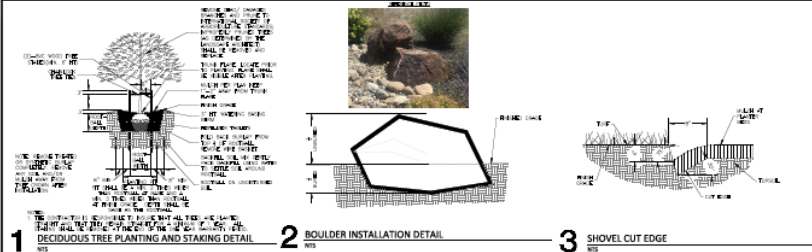
1. MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERRIAM AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
2. ANY RECONSTRUCTION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERRIAM IN EFFECT AT THE TIME OF RECONSTRUCTION.
3. IRRIGATION WATER HAS BEEN PROVIDED FROM RAMPA MERRIAM IRRIGATION DISTRICT IN COMPLIANCE WITH 68-642 CODE, SECTION 31-3802(1)(C). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE PRECATERED FOR ADJUSTMENTS FROM THE RAMPA & MERRIAM IRRIGATION DISTRICT.
4. THIS DEVELOPMENT RECOGNIZES SECTION 20-4403 OF THE NEBRASKA CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGE IN CONTROL OR ADDRESS OF THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED." THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, CITY OF MERRIAM STREET LIGHTS, PROPERTY IRRIGATION AND PROPERTY DRAINAGE. PROPERTY IRRIGATION AND PROPERTY DRAINAGE EASEMENTS ARE RESERVED FOR THE OPERATOR, SOIL DRIP/ION INC. OR AGENCIES.
6. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF MERRIAM.
7. THE LOTS WITHIN THIS SUBDIVISION, INCLUDING BUILDING AND OCCUPANCY, ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE CERTAIN WATER DECLARATION OF CONVEYANCE, RESTRICTIONS AND EASEMENTS TO BE FILED IN ADA COUNTY RECORDS, AND MAY BE AMENDED FROM TIME TO TIME.
8. THE BOTTOM OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 15-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
9. DIRECT LOT OR PARCEL ACCESS TO S. TEN MILE RD. IS PROHIBITED EXCEPT FOR THOSE ACCESS POINTS APPROVED BY THE CITY OF MERRIAM AND ADA COUNTY HIGHWAY DISTRICT.
10. THIS SUBDIVISION IS SUBJECT TO A LANDSCAPE STREET BUFFER EASEMENT WHICH THE LANDSCAPES WILL BE MAINTAINED BY THE OPERATOR OR AGENCIES. STREET BUFFERS SHALL BE MEASURED FROM BACK OF CURB AS SET FORTH IN USE 11-28-10(4)(C), SEE SHEET 7) FOR LOCATION AND DIMENSIONS.
11. THE PRESSURE IRRIGATION SYSTEM WITHIN THIS DEVELOPMENT SHALL BE MAINTAINED BY THE OPERATOR.
12. THIS SUBDIVISION IS SUBJECT TO A LICENSE AGREEMENT WITH THE RAMPA & MERRIAM IRRIGATION DISTRICT FOR IRRIGATION AS RECORDED IN INSTRUMENT NO. 2020-07504 AND 2020-126717, OF ADA COUNTY RECORDS.
13. THIS PLAT IS SUBJECT TO AN AGRICULTURE AGREEMENT PER INSTRUMENT NO. 2022-____.

CERTIFICATE OF SURVEYOR

I, AMRON L. BALLARD DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF NEBRASKA AND THAT THIS PLAT OF TM CENTER SUBDIVISION NO. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERSHIP" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF NEBRASKA CODE RELATING TO PLATS AND SURVEYS.

AMRON L. BALLARD, P.L.S. 12458





GENERAL LANDSCAPE NOTES

1. VERIFY ALL MATERIALS AND METHODS OF CONSTRUCTION WITH THE CONTRACTOR AND THE LOCAL DEPARTMENT OF PUBLIC WORKS BEFORE BEGINNING WORK.
2. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
4. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. MAINTAIN NEAT AND SAFE WORKING CONDITIONS AT ALL TIMES.
7. PROTECT ALL EXISTING PLANTING AND STRUCTURES FROM DAMAGE.
8. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
9. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
10. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
11. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
12. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
13. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
14. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
15. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
16. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
17. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
18. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
19. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
20. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.

GENERAL IRRIGATION NOTES

1. VERIFY ALL IRRIGATION SYSTEMS AND METHODS OF CONSTRUCTION WITH THE CONTRACTOR AND THE LOCAL DEPARTMENT OF PUBLIC WORKS BEFORE BEGINNING WORK.
2. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
4. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. MAINTAIN NEAT AND SAFE WORKING CONDITIONS AT ALL TIMES.
7. PROTECT ALL EXISTING PLANTING AND STRUCTURES FROM DAMAGE.
8. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
9. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
10. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
11. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
12. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
13. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
14. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
15. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
16. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
17. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
18. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
19. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
20. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.

ADDITIONAL LANDSCAPE NOTES

1. VERIFY ALL MATERIALS AND METHODS OF CONSTRUCTION WITH THE CONTRACTOR AND THE LOCAL DEPARTMENT OF PUBLIC WORKS BEFORE BEGINNING WORK.
2. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
4. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. MAINTAIN NEAT AND SAFE WORKING CONDITIONS AT ALL TIMES.
7. PROTECT ALL EXISTING PLANTING AND STRUCTURES FROM DAMAGE.
8. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
9. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
10. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
11. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
12. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
13. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
14. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
15. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
16. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
17. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
18. MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
19. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
20. MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.

TRIM CENTER SUBDIVISION NO. 1
MERIDIAN, IDAHO
LANDSCAPE DETAILS

DATE	
REVISION	
NO.	
DESCRIPTION	

km
KIMBERLY M. KIMBERLY
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRES 12/31/2025

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 1/27/22 by Aaron L. Ballard, included in Exhibit B shall be revised as follows:
 - a. Note #13: Include the recorded instrument number of the ACHD license agreement.
 - b. References: R4 – Include the recorded book and page numbers of the TM Crossing Subdivision No. 5 plat.
5. The landscape plan prepared by KM Engineering, dated 2/17/22 included in Exhibit C, is approved as submitted.
6. Submit a private street application and obtain approval for S. Innovation Ln. prior to submittal of the final plat for City Engineer signature.
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

Site Specific Conditions:

1. Sewer on the southern boundary needs to run in South Vanguard Way right-of-way, not in the easement.
2. Ensure no sewer services pass through infiltration trenches.
3. Water services to properties should be 8-inch diameter main to allow for future connection.
4. Fire lines, fire hydrants, and water services should be connected outside of right-of-way; multiple connection points in right-of-way is not desirable. Installing an 8-inch water main on a property boundary line to serve two properties is acceptable.
5. All dead-end water mains must have a blow-off and two valves at the tee.
6. A streetlight plan has not been approved. The streetlights will need to be installed and operational, with approved record drawings submitted, before any form of occupancy will be granted.
7. Streetlights are required on the South Ten Mile Road frontage.

General Conditions:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.

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

23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

EXHIBIT B

From: [Joshua Beach](#)
To: [Sonya Allen](#); [Adrienne Weatherly](#); [Charlene Way](#); [Chris Johnson](#)
Cc: [Bill Parsons](#)
Subject: RE: TM Center No. 1 FP-2022-0009 Staff Report for March 22nd City Council Meeting
Date: Monday, March 14, 2022 2:19:01 PM
Attachments: [image006.png](#)

External Sender - Please use caution with links or attachments.

Sonya, we are in agreement with the condition of approval.

Josh Beach | Assistant Project Manager-Entitlement
BRIGHTON CORPORATION

Brighton – Creating Great Places

2929 W. Navigator Dr., Suite 400, Meridian, ID 83642

Mobile 208.871.3812

brightoncorp.com

From: Sonya Allen <sallen@meridiancity.org>
Sent: Monday, March 14, 2022 11:55 AM
To: Adrienne Weatherly <aweatherly@meridiancity.org>; Charlene Way <cway@meridiancity.org>; Chris Johnson <cjohnson@meridiancity.org>
Cc: Bill Parsons <bparsons@meridiancity.org>; Joshua Beach <JBeach@brightoncorp.com>
Subject: TM Center No. 1 FP-2022-0009 Staff Report for March 22nd City Council Meeting

Attached is the staff report for the final plat for TM Center No. 1. This item is scheduled to be on the consent agenda at the City Council work session on March 22nd. The meeting will be held at City Hall, 33 E. Broadway Avenue, beginning at 4:30 pm. Please call or e-mail with any questions.

If you are *not* in agreement with the provisions in the staff report, please submit a written response to the staff report to the City Clerk’s office (cityclerk@meridiancity.org) and me as soon as possible and the item will be placed on the regular meeting agenda at a subsequent meeting for discussion.

Thanks,

Sonya Allen | Associate Planner

City of Meridian | Community Development Department | Planning Division

33 E. Broadway Ave., Ste. 102, Meridian, Idaho 83642

Phone: 208-884-5533 | Direct/Fax: 208-489-0578



Built for Business, Designed for Living



All e-mail messages sent to or received by City of Meridian e-mail accounts are subject to the Idaho law, in regards to both release and retention, and may be released upon request, unless exempt from disclosure by law.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Budget Blinds Subdivision (SHP-2022-0003) by Stephanie Hopkins of KM Engineering, LLP, Located at 1850 W. Everest Ln., at the Southwest Corner of W. Chinden Blvd. and N. Linder Rd.

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



In the Matter of the Request for Short Plat to Create Two (2) Buildable Lots on Approximately 1.76 Acres in the C-N Zoning District., by KM Engineering.

Case No(s). SHP-2022-0003

For the City Council Hearing Date of: March 15, 2022 (Findings on April 5, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 15, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 15, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 15, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 15, 2022, 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 March 15, 2022, 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 Short Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 15, 2022, 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 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 March 15, 2022

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

COUNCIL PRESIDENT BRAD HOAGLUN VOTED_____

COUNCIL VICE PRESIDENT JOE BORTON VOTED_____

COUNCIL MEMBER JESSICA PERREAULT VOTED_____

COUNCIL MEMBER LUKE CAVENER VOTED_____

COUNCIL MEMBER TREG BERNT VOTED_____

COUNCIL MEMBER LIZ STRADER VOTED_____

MAYOR ROBERT SIMISON VOTED_____
(TIE BREAKER)

Mayor Robert 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: 3/15/2022
 TO: Mayor & City Council
 FROM: Alan Tiefenbach, Associate Planner
 208-498-0573
 SUBJECT: SHP-2022-0003
 Budget Blinds Subdivision Short Plat
 LOCATION: 1850 W. Everest Ln



I. PROJECT DESCRIPTION

The Applicant proposes a Short Plat to create two (2) buildable lots on approximately 1.76 acres in the C-N zoning district.

II. APPLICANT INFORMATION

A. Applicant/ Representative:

Amanda Wiemiller – KM Engineering – 5725 N. Discovery Wy, Boise, ID 83713

B. Owner:

Quent Blodgett – 3230 N. Eagle Rd. STE 150, Meridian, ID 83646

III. NOTICING

	City Council Posting Date
Newspaper Notification	02/27/2022
Radius notification mailed to properties within 300 feet	02/28/2022

IV. STAFF ANALYSIS

The subject property was annexed into the City in 2002 and zoned R-4 as part of the 354.38-acre Lochsa Falls Subdivision (AZ-02-010, PP 02-009). Per the Lochsa Falls Development Agreement (Instr. 103012598) and CUP-02-012, a conditional use permit was required prior to any commercial development on the lot. In 2004 it was platted as part of Lochsa Falls Subdivision No 12 (FP-04-054), and in 2007 the subject property was rezoned from R-4 to C-N (RZ-06-008). When the property was rezoned to C-N, a Conditional Use Permit Modification was also approved to remove the requirement for conditional use permit approval (MCU-06-008).

The Applicant proposes to subdivide the subject property (Lot 41 Block 49 of the Lochsa Falls Subdivision 12) into a new plat consisting of 2 lots. The northern lot (Lot 2) will be 42,608 sq. ft. in size and is proposed for an 8,100 sq. ft. retail business. The southern 33,916 sq. ft. lot (Lot 1) is proposed for a future commercial lot.

Staff has reviewed the proposed short plat for substantial compliance with the criteria set forth in UDC 11-6B-5 and deems the short plat to be in substantial compliance with said requirements. As required per UDC 11-2B-3, a 35 ft. wide landscape buffer in a common lot has already been provided along W. Chinden Blvd, and there is already a 10 ft. wide residential buffer within a common lot provided along the southern property line as required by the development agreement. A landscape buffer is not required along the eastern property line as this is adjacent to a private driveway, but a 15 ft. wide easement for the north slough lateral is provided in this same area.

Access is shown to be provided by W. Everest Ln, a private road, which parallels the property along the south and east property lines, including access to W. Chinden Blvd. However, W. Everest Ln, along the eastern boundary of the property, is shown to be within the Knighthill Center Subdivision No 1 and 2. The applicant will need to provide proof of cross access to the properties to the east (Lot 3, Block 1 of the Knighthill Center Subdivision No 1 and Lot 6, Block 1 of the Knighthill Subdivision No 2) or configure future site plans for access only from the south. The applicant should be required to dedicate cross access easements from Lot 1 to Lot 2 as a condition of approval of this short plat.

Staff has reviewed the requested short plat proposal and has determined that it meets the criteria for approval per UDC 11-6B-5.

V. DECISION

A. Staff:

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

B. The Meridian City Council heard these items on March 15, 2022. At the public hearing, the Council moved to approve the subject short plat request.

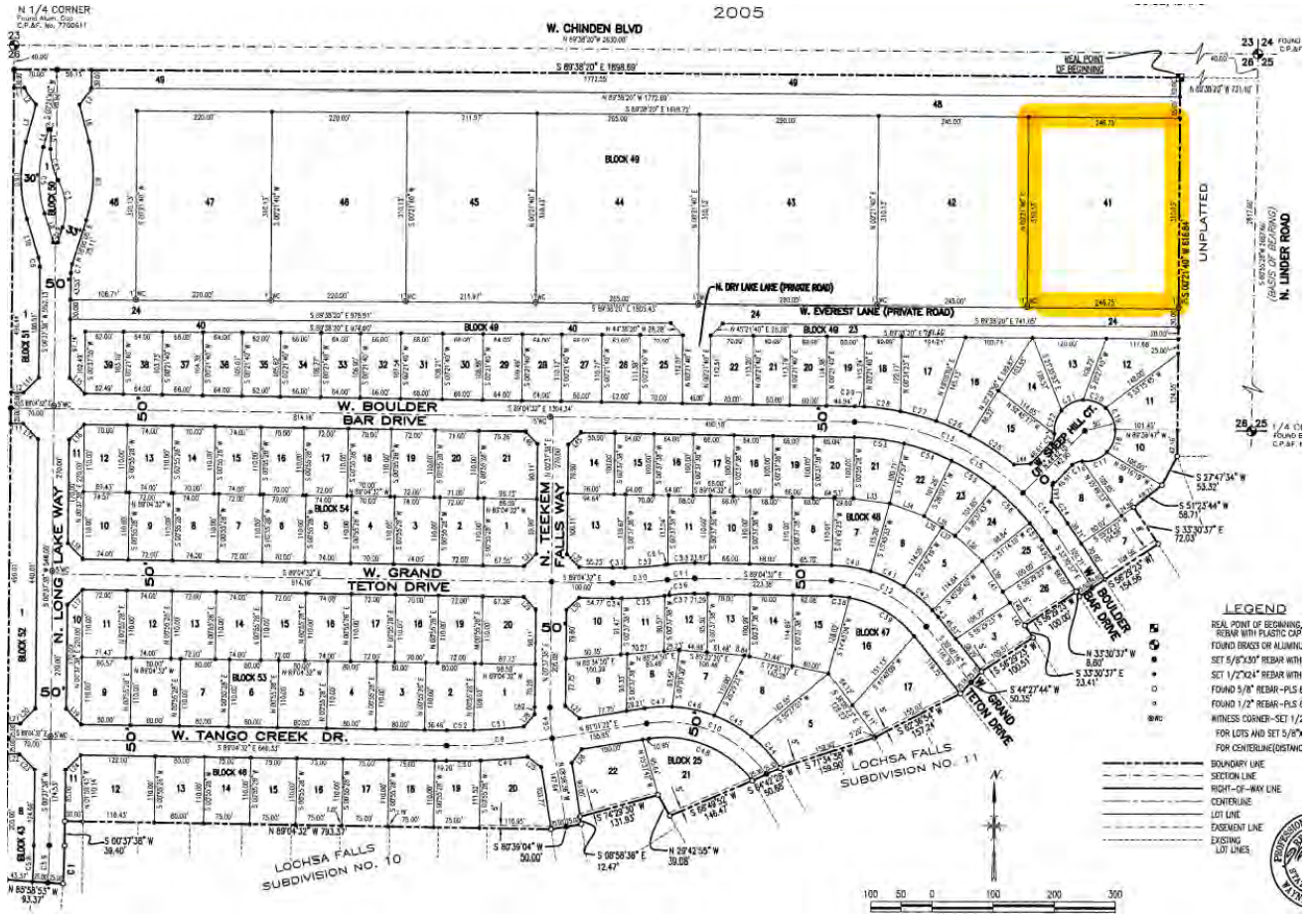
1. Summary of the City Council public hearing:

- a. In favor: Stephanie Hopkins
 - b. In opposition: None
 - c. Commenting: Stephanie Hopkins
 - d. Written testimony: None
 - e. Staff presenting application: Alan Tiefenbach
 - f. Other Staff commenting on application: None
- ##### 2. Key issue(s) of public testimony:

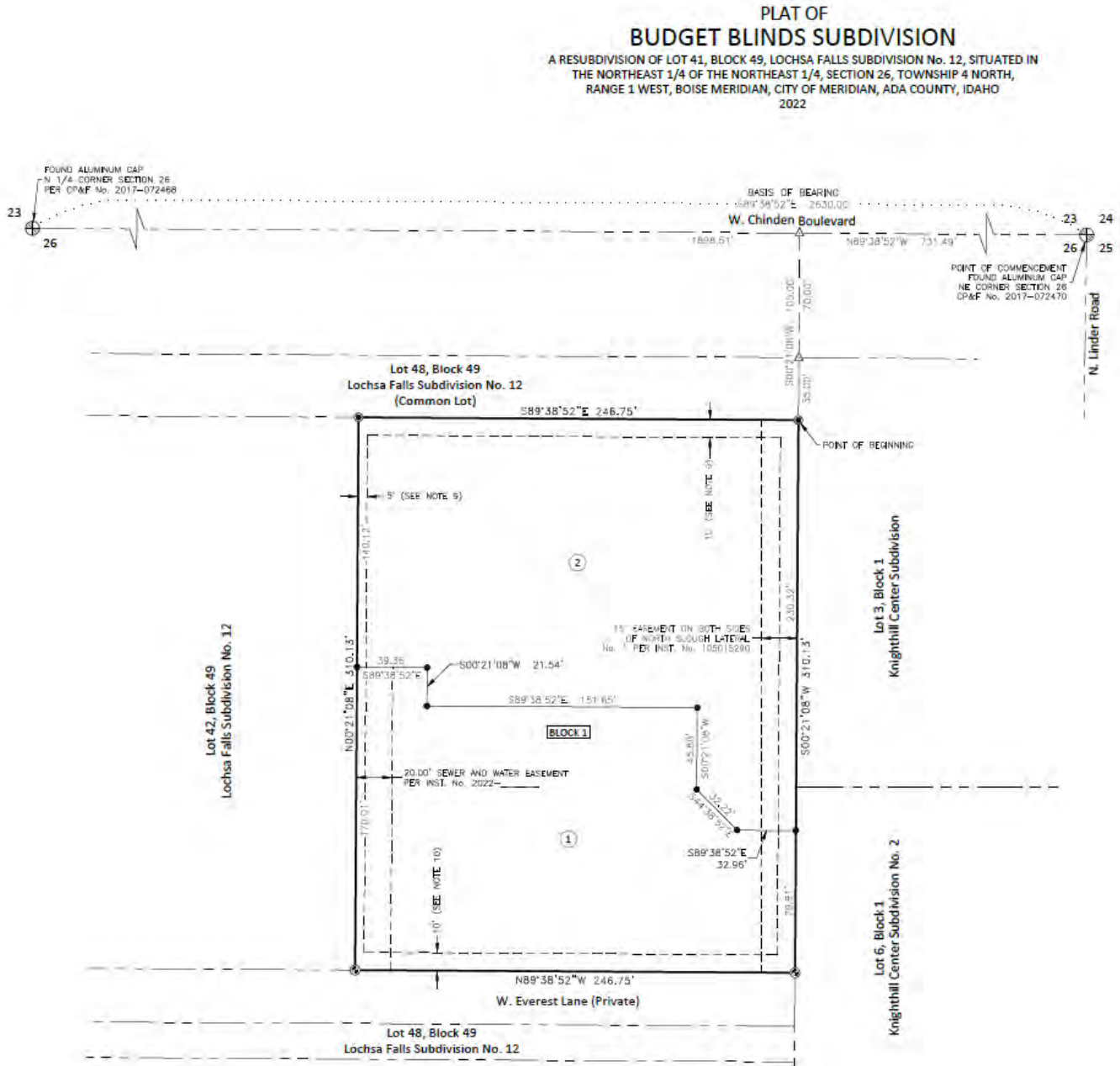
- a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Questions regarding the access to the east, and parking issues along W. Everest Ln.
- 4. City Council change(s):
 - a. None

VI. EXHIBITS

A. Existing Lochsa Falls Subdivision No 12

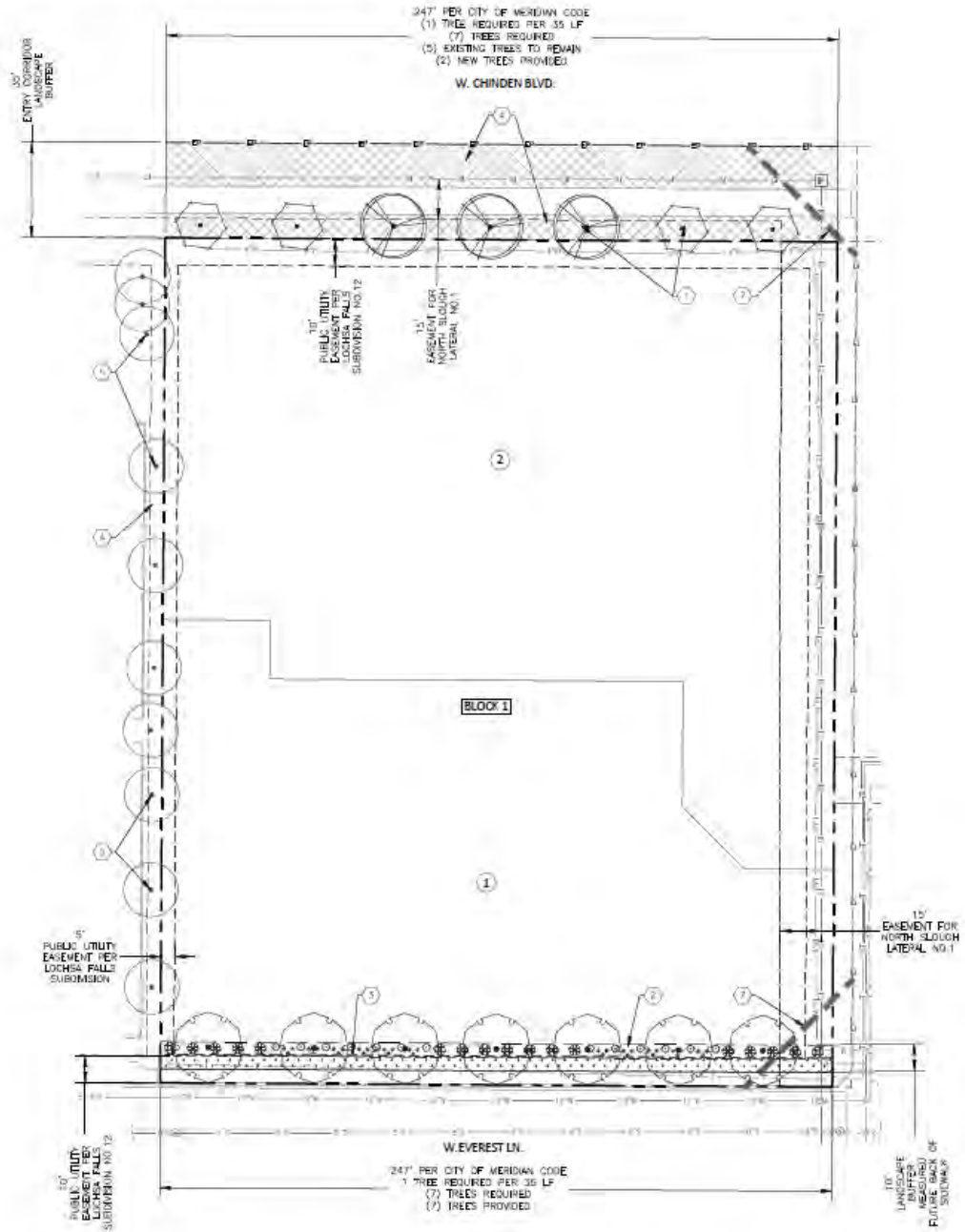


B. Proposed Short Plat (date: 1/26/2022)



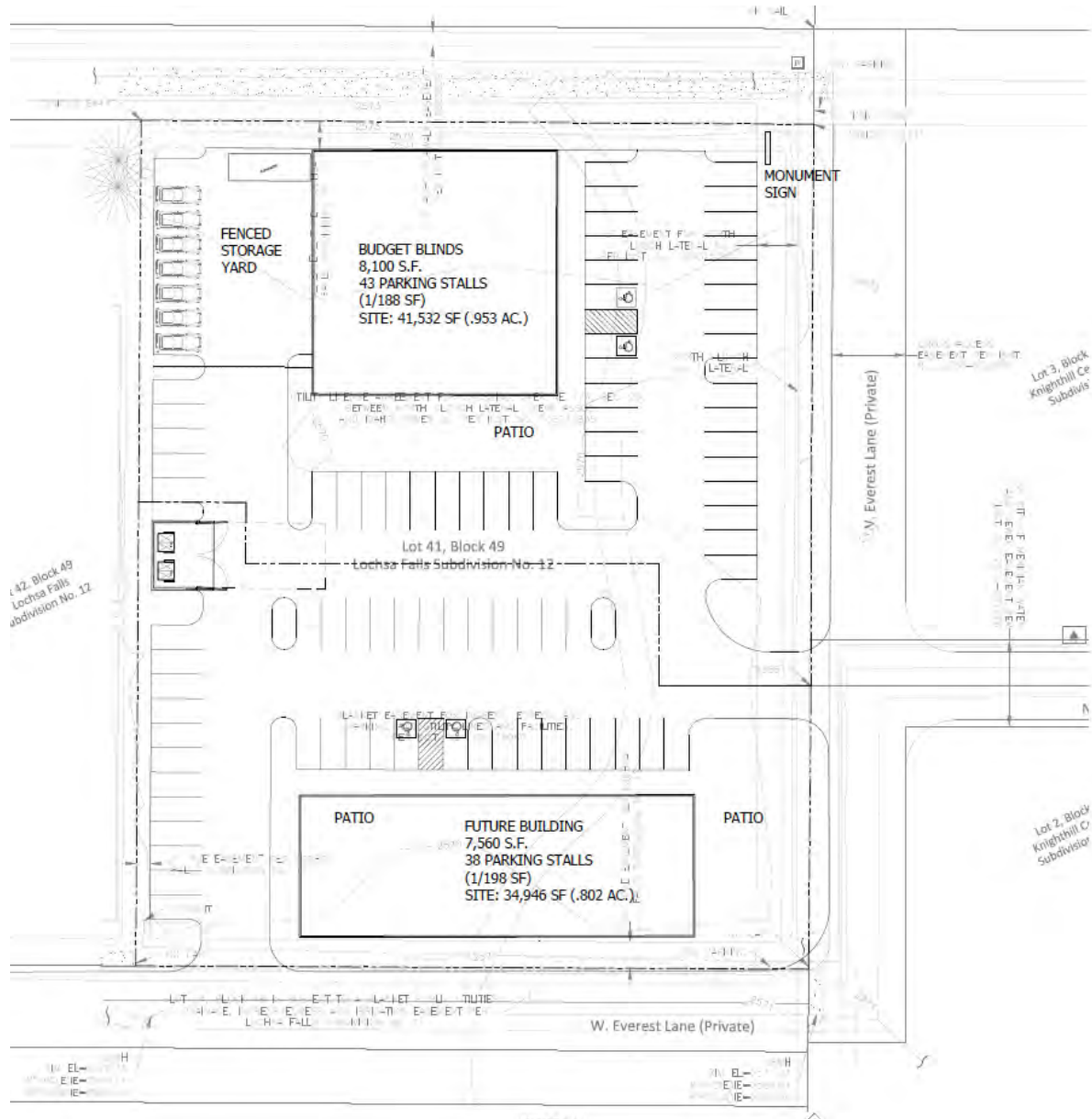
C. Proposed Landscape Plan (date: 1/28/2022)

ALL INFORMATION HEREIN IS THE PROPERTY OF
 CH2M HILL. IT IS TO BE USED ONLY FOR THE PROJECT AND FOR THE PURPOSES
 INDICATED HEREIN. WITHOUT THE EXPRESS WRITTEN
 PERMISSION OF CH2M HILL, NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR
 TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
 INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND
 RETRIEVAL SYSTEM.



LANDSCAPE PLAN
 0 30 60 90
 Plan Scale: 1" = 30'

D. Conceptual Site Plan



VII. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. The short plat prepared by Kelly Kehrer of KM Engineering included in Section VI.B shall be revised as follows:
 - a) Add a note to the plat that specifies the shared access between the two lots or graphically depict a cross-access/ingress-egress easement between Lot 1 and Lot 2 in accord with the provisions of UDC 11-3A-3A2.
 - b) Applicant shall provide proof of cross access with the Knighthill Center Subdivision No 1 & 2 (at the east) or all access shall occur from the south.
 - c) Add a note to the plat that prohibits direct lot access to W. Chinden Blvd.
2. Applicant shall comply with all previous conditions of approval associated with this development (AZ-02-010, DA Inst. 104022054, PP 02-009, CUP 02-012, DA Instr. 103012598, MCU 06-002, RZ-06-008).
3. If the City Engineer's signature has not been obtained within two (2) years of the City Council's approval of the short plat, the short plat shall become null and void unless a time extension is obtained, per UDC 11-6B-7.
4. Development of any lot shall require submission of Certificate of Zoning Compliance and Design Review per UDC-11-5B-1 and shall meet all applicable requirements of City of Meridian code.
5. Existing landscape buffer along W. Chinden Blvd shall be protected during all construction activities.
6. A public access easement and sidewalk meeting the requirements of UDC 11-3A-17 shall be provided along the south side of Lot 1, Block 1.
7. Staff's failure to cite specific ordinance provisions or conditions from the previous approvals as noted in condition 3. above, does not relieve the Applicant of responsibility for compliance.

B. Public Works

(Common) SITE SPECIFIC CONDITIONS:

1. Developer is required to enter into a reimbursement agreement for the installation of one streetlight that was installed on Chinden Boulevard as part of the widening project. The developer is required to sign the reimbursement agreement and pay the installation amount of \$8,465.00 prior to signature of the plat.
2. No changes to public works infrastructure was shown with the application, any public works changes must be reviewed by public works engineering prior to approval or construction.

GENERAL CONDITIONS:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.

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

source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.

- 24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

VIII. REQUIRED FINDINGS FROM THE UNIFIED DEVELOPMENT CODE

In consideration of a short plat, the decision-making body shall make the following findings:

A. The plat is in conformance with the Comprehensive Plan and is consistent with the Unified Development Code;

The Comprehensive Plan designates the future land use of this property as Mixed Use Community. The current zoning district of the site is C-N. The proposed short plat complies with the Comprehensive Plan and is developed in accord with UDC standards.

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

Council finds that public services are adequate to serve the site.

C. The plat is in conformance with scheduled public improvements in accord with the City’s capital improvements program;

Council finds that the development will not require the expenditure of capital improvement funds. All required utilities are being provided with the development of the property at the developer’s expense.

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

Council finds that the development will not require major expenditures for providing supporting services. The developer and/or future lot owner(s) will finance improvements for sewer, water, utilities and pressurized irrigation to serve the project.

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

Council finds the proposed short plat will not be detrimental to the public health, safety or general welfare.

F. The development preserves significant natural, scenic or historic features.

Council is not aware of any significant natural, scenic or historic features associated with the development of this site.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Heron Village Expansion (H-2021-0027) by Tamara Thompson of The Land Group, Inc., Located at 51, 125 and 185 E. Blue Heron Ln.

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



In the Matter of the Request for Annexation of 1.36 Acres of Land with the R-40 Zoning District, Rezoning of 4.18 Acres of Land from C-G and R-8 to R-40, and a Conditional Use Permit to Allow Expansion of an Existing Multifamily Complex to Allow 36 Additional Units in Two New Buildings, by Tamara Thompson with The Land Group, Inc.

Case No(s). H-2021-0027

For the City Council Hearing Date of: March 22, 2022 (Findings on April 5, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of October 12, 2021, 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 October 12, 2021, 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, zoning to R-40 and conditional use permit is hereby approved per the conditions of approval in the Staff Report for the hearing date of October 12, 2021, 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 October 12, 2021

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED_____

COUNCIL VICE PRESIDENT JOE BORTON VOTED_____

COUNCIL MEMBER JESSICA PERREAULT VOTED_____

COUNCIL MEMBER LUKE CAVENER VOTED_____

COUNCIL MEMBER TREG BERNT VOTED_____

COUNCIL MEMBER LIZ STRADER VOTED_____

MAYOR ROBERT SIMISON VOTED_____
(TIE BREAKER)

Mayor Robert Simison

Attest:

Chris Johnson
City Clerk

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

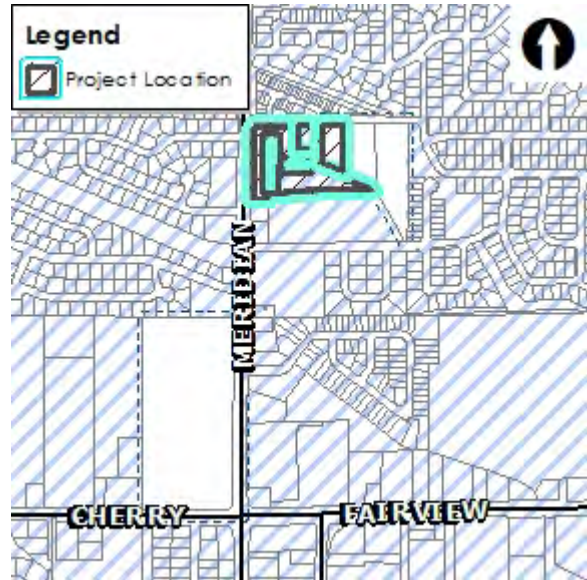
By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 10/12/2021
 TO: Mayor & City Council
 FROM: Alan Tiefenbach, Associate Planner
 208-884-5533
 SUBJECT: H-2021-0027
 Heron Village (Phase 2)
 LOCATION: The site is located at 51, 125 and 185 E. Blue Heron Ln, in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East.



I. PROJECT DESCRIPTION

This is a proposal for annexation of 1.36 acres of land with the R-40 zoning district, rezoning of 4.18 acres of land from C-G and R-8 to R-40, and a Conditional Use Permit to allow expansion of an existing multifamily complex to allow 36 additional units in two new buildings.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	1.36 acres being annexed, 5.54 acres being rezoned to R-40	
Future Land Use Designation	MU-N	
Existing Land Use(s)	Single Family Residential / Rural	
Proposed Land Use(s)	Multifamily	
Lots (# and type; bldg./common)	Existing development is on 5 lots, one more lot would be annexed.	
Phasing Plan (# of phases)	One phase	
Number of Residential Units (type of units)	108 existing, 36 more proposed	
Density	19.6 du/acre (total)	
Open Space (acres, total [%]/buffer/qualified)	Existing – 1.58 acres (29%), Usable .96 acres (17%) Proposed – 10,200 sq. ft. req'd, 15,300 sq. ft. proposed	
Amenities	Existing amenities include half basketball court, plaza containing benches and trellis, 1,620 sq. ft. clubhouse with exercise room, playground, horseshoe pit, barbeques and picnic tables.	

Description	Details	Page
	Proposed amenities include 70'x100' grassy area, park benches and picnic tables, enclosed bike storage.	
Physical Features (waterways, hazards, flood plain, hillside)	None	
Neighborhood meeting date; # of attendees:	February 10, 2021 – 7 attendees Staff has received 2 letters and 5 voicemails in opposition to this request. Issues expressed include parking along E. Blue Heron and lack of emergency access.	
History (previous approvals)	AZ 01-014, CUP 12-0021, MCU 13-005, CZC 13-038, DES 13-039)	

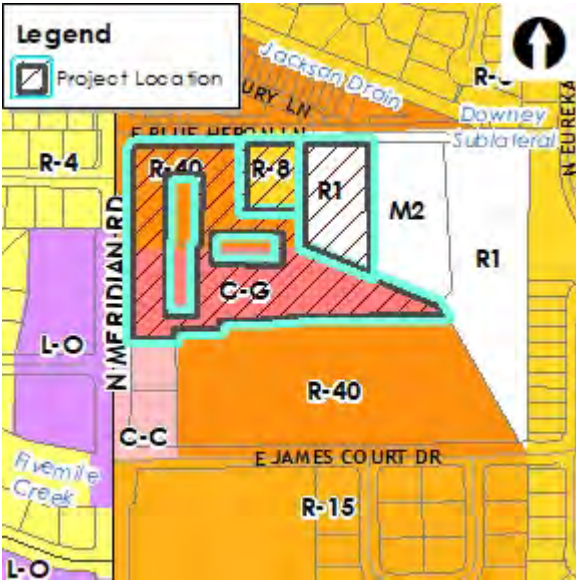
B. Community Metrics

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) Existing Road Network	One existing access from E. Blue Heron Ln (local road), one additional access proposed from E. Blue Heron Ln E. Blue Heron Ln (local road) and N. Meridian Rd (arterial)	
Existing Arterial Sidewalks / Buffers	<ul style="list-style-type: none"> Sidewalk already exists along N. Meridian Rd. 5' wide sidewalk is constructed along the portion of Blue Heron Ln of which the existing multifamily development exists The landscape plan indicates this sidewalk will be extended along the frontage of the additional property where the expansions are proposed. 	
Proposed Road Improvements	Staff is recommending an existing pathway connecting the east terminus of E. Blue Heron to N. Eureka Ave be widened for emergency access only.	
Distance to nearest City Park (+ size)	½ mile to Settler's Park, ¾ mile to 8 th St Park,	
Distance to other key services	0.5 mile +/- to shopping center and commercial services at N. Meridian Rd / E. Fairview Ave intersection.	
Fire Service		
<ul style="list-style-type: none"> Distance to Fire Station 	1.8 miles to Fire Station 3	
<ul style="list-style-type: none"> Fire Response Time 	< 5 minutes	
<ul style="list-style-type: none"> Resource Reliability 	78%	
<ul style="list-style-type: none"> Risk Identification 	2 – current resources not adequate to supply service	
<ul style="list-style-type: none"> Accessibility 	Meets all requirements	
<ul style="list-style-type: none"> Special/resource needs 	Aerial device will be required	
<ul style="list-style-type: none"> Water Supply 	2,250 gpm	
<ul style="list-style-type: none"> Other Comments 	<ul style="list-style-type: none"> All buildings must be sprinklered. Fire has expressed issues with parking availability and cars parked along W. Blue Heron. Fire has recommended secondary emergency access to N. Eureka Rd. 	
Police Service		
<ul style="list-style-type: none"> No comments 		
West Ada School District		

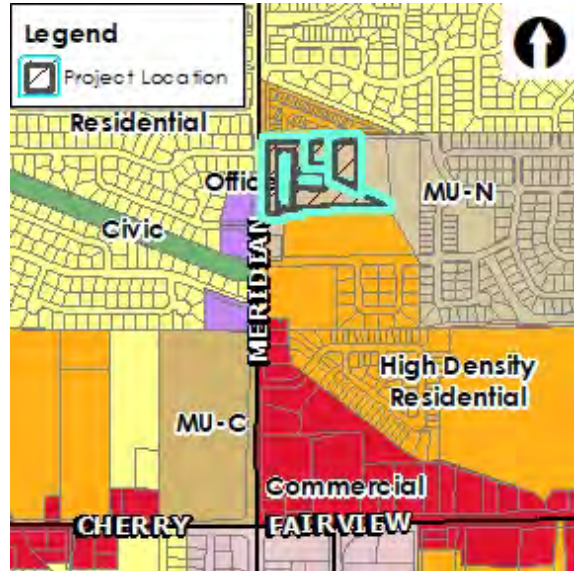
Description	Details	Page
<ul style="list-style-type: none"> Distance (elem, ms, hs) 	4.4 elem, 1.7 ms, 2.6 hs	
<ul style="list-style-type: none"> # of Students Enrolled 	4 additional school-aged children projected	
Wastewater		
<ul style="list-style-type: none"> Distance to Sewer Services 	N/A	
<ul style="list-style-type: none"> Sewer Shed 	Five Mile Trunkshed	
<ul style="list-style-type: none"> Estimated Project Sewer ERU's 	See application	
<ul style="list-style-type: none"> WRRF Declining Balance 	14.16	
<ul style="list-style-type: none"> Project Consistent with WW Master Plan/Facility Plan 	Yes	
Water		
<ul style="list-style-type: none"> Distance to Water Services 	0	
<ul style="list-style-type: none"> Pressure Zone 	2	
<ul style="list-style-type: none"> Estimated Project Water ERU's 	See application	
<ul style="list-style-type: none"> Water Quality 	No concerns	
<ul style="list-style-type: none"> Project Consistent with Water Master Plan 	Yes	
<ul style="list-style-type: none"> Impacts/Concerns 	<ul style="list-style-type: none"> No proposed water infrastructure submitted with this record. Engineering must review any new infrastructure. Connect to existing apartment development to west and to Blue Heron Ln. Existing water services must be abandoned at the main in Blue Heron Ln. Both addresses (125 and 185 E Blue Heron Ln) have a meter to the site. If these meters are not used they need to be abandoned at the main. Provide looping of water line from Blue Heron Rd to existing water line to the west in Heron Village. Provide water stub to east property boundary to facility future looping. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. 	

C. Project Area Maps

Zoning Map



Future Land Use



Aerial Map



Planned Development Map



III. Applicant Information

A. Applicant / Representative:

Tamara Thompson – The Land Group, Inc – 462 E. Shore Dr, Ste. 100, Eagle, ID, 83616

B. Owner:

PPHC Heron Property LLC – 28717 Grumman Dr., Eugene, OR 97402

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	6/25/2021	
Radius notification mailed to properties within 300 feet	6/22/2021	
Nextdoor posting	6/22/2021	
Sign Posting	9/7/2021	

V. STAFF ANALYSIS

Background

The existing Heron Village Apartments consist of 108 units in 5 buildings on 5.5 acres. 0.65 acres are zoned R-8 and were platted with the J. E. Pfof's Subdivision in 1908. The remaining 4.86 acres are zoned R-40 and C-G and were annexed in 2002 as the Ted Williams Annexation. There are several conditions of approval of this annexation regarding road and infrastructure improvements, but no development agreement. A conditional use permit was approved for the multifamily complex in 2013 (CUP 12-021). In 2014 a modification to the conditional use was approved (MCU-13-005) to allow replacement of several of the amenities. A Certificate of Zoning Compliance was approved in April of 2013 (CZC 13-038).

In September of 2020, the applicant requested a pre-application meeting with staff to discuss annexation of an additional 1.36 acres of land to the east of the existing complex (185 E. Blue Heron Ln) to construct 36 more units in two buildings. Because the Heron Village Apartments were on several properties within different zone districts (C-G, R-40 and R-8) and because they were annexing and zoning additional property anyway, Staff recommended to the applicant that it would be preferable to rezone all of the associated properties to R-40.

A. Annexation

The proposed annexation area is contiguous to City annexed property and is within the Area of City Impact Boundary. A legal description and exhibit map for the annexation and rezone area is included in Section VII.

There is not a development agreement with the existing development. As will be discussed below, staff and the applicant have discussed this project with the understanding that what is currently being proposed is a second phase and expansion to the existing development with shared parking, amenities and open space. To ensure this intent is met and the project develops cohesively, staff recommends this be reflected in a development agreement.

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The Future Land Use Map designates the subject property for Mixed Use Neighborhood (MU-N). The purpose of this designation is to assign areas where neighborhood-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to avoid predominantly single-use developments by incorporating a variety of uses. Land uses in these areas should be primarily residential with supporting non-residential services. Non-residential uses in these areas tend to be smaller scale and provide goods or services that people typically do not travel far for (approximately one mile) and need regularly.

This proposal is to annex a 1.2-acre lot zoned R-1 in the County, and zone it and a 0.65-acre lot to the west (already zoned R-8 in the City) to R-40. The purpose is to proceed with a conditional use for a 36-unit expansion to an existing multifamily development. This application also includes rezoning the portion of the existing multifamily development that is C-G to R-40 so the entire development is in the same zone district. The subject property is between high density residential at north and south, with uses becoming progressively more commercial to very intensive commercial uses at the N. Meridian Rd. E. Fairview Ave intersection. As this project is to allow expansion of the existing multifamily to an infill vacant parcel to the east, staff believes at the regional scale this proposal meets the intent of the Plan.

C. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

- 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 multifamily residential development will contribute to the variety of housing types available within the City.

- Support infill development that does not negatively impact the abutting, existing development. (2.02.02C)

This proposal is to allow infill of an existing vacant parcel on the northeast portion of the subject properties to allow expansion of an existing multifamily development, surrounded by existing multifamily development to the north and south, industrial uses to the east, and religious and single family residential across N. Meridian Rd to the west. Although there could be some incremental impacts associated with additional units, the impacts associated with this development are already primarily established and there would be few or negligible impacts on the single family residential across N. Meridian Rd.

- Encourage the development of high quality, dense residential and mixed-use areas near in and around Downtown, near employment, large shopping centers, public open spaces and parks, and along major transportation corridors, as shown on the Future Land Use Map. (2.02.01E)

This expansion to an existing multifamily development is located along N. Meridian Rd, in close proximity to a variety of commercial uses, including approximately 1/2 mile to a shopping center, along the intensely commercial E. Fairview / N. Meridian Rd. intersection.

- Encourage infill development. (3.03.01E)

The proposed annexation of an additional parcel of land surrounded by existing development to allow expansion of an existing multifamily complex would be considered an infill development.

- 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)

Urban services and public facilities are already being provided to the existing multifamily complex. This proposal would allow an additional 36 units in two buildings.

D. Existing Structures/Site Improvements:

There is an existing residence, which was constructed in 1954, and accessory structures on the property that is currently zoned R-8. All structures will be removed with development of the additional 36 units.

E. Proposed Use Analysis:

The request is to annex 1.36 acres with an R-40 zone, and rezone a R-8 zoned parcel as well as the C-G zoned portion of the existing multifamily development to R-40 to clean-up the zoning for the existing development and to allow 36 additional multifamily units. This is allowed by conditional use per UDC 11-2A-8.

F. Specific Use Standards (*UDC 11-4-3*):

The specific use standards for multi-family developments listed in UDC 11-4-3-27 apply to development of this site as follows:

- i. Buildings shall provide a minimum setback of ten (10) feet.

The site plan indicates both buildings meet a minimum setback of at least 10' on all sides.

- ii. All on-site service areas, outdoor storage areas, waste storage, disposal facilities, and transformer and utility vaults shall be located in an area not visible from a public street, or shall be fully screened from view from a public street.

The submitted landscape plan reflects dumpsters in an enclosure and screened by landscaping at the east portion of the property. Details regarding this enclosure and any additional ground or roof mounted mechanical or electrical equipment meeting the requirements of 11-3A-12 and 11-4-27 will be required to be submitted with the Certificate of Zoning Compliance (CZC).

The landscape plan indicates ground-mounted condenser units. One of these groups of condenser units is at the north side of Building F, directly along E. Blue Heron Ln. Although the landscape plan suggests 4' high vinyl fencing screening these unit, staff believes there should be additional mitigation to soften the view from the street. Staff recommends additional shrubs be grouped in this area. It should be noted shrubs are required along the building foundation already per the specific use standards, so this would be in addition to that requirement.

- iii. A minimum of eighty (80) square feet of private, usable open space shall be provided for each unit. This requirement can be satisfied through porches, patios, decks, and/or enclosed yards. Landscaping, entryway and other accessways shall not count toward this requirement.

Floorplans of the units indicating this requirement is met shall be required at the time of CZC.

- iv. Developments with twenty (20) units or more shall provide a property management office, maintenance storage area, central mailbox location, including provisions for parcel mail, and a directory and map of the development at an entrance or convenient location for those entering the development.

All of these requirements have already been provided and shown on the site plan associated with the CZC approved for the existing development.

- v. A minimum of 250 sq. ft. of common open space shall be provided for each unit of between 500 sq. ft. and 1,200 sq. ft in area; 350 sq. ft. of common open space is required for all units greater than 1,200 sq. ft in area.

The applicant has provided an open space exhibit which reflects the required open space for both Phase 1 and Phase 2. 41,870 sq. ft. of open space was required with Phase One whereas 53,000 sq. ft. is provided. 10,200 square feet of qualified open space is required with Phase 2, whereas 15,330 sq. ft. is proposed. The proposal meets the minimum requirements of UDC 11-4-3-27.

- vi. Amenities

The existing development consists of 108 units, and an additional 36 units are proposed. The existing development provides a half basketball court, plaza containing benches and trellis, 1,620 sq. ft. clubhouse with exercise room, playground, horseshoe pit, barbecues and picnic tables. This proposal proposes two additional amenities - an approximately 8,600 sq. ft. open space park and 52 new bicycle storage spaces.

UDC 11-4-3-27-D states “for multifamily developments with more than one hundred (100) units, the decision-making body shall require additional amenities commensurate to the size of the proposed development.” The Planning Commission should decide if the amenities are sufficient for the existing development as well as the proposed expansion.

- vii. All street facing elevations shall have landscaping along their foundation. The landscaped area shall be at least three (3) feet wide. For every three (3) linear feet of foundation, an evergreen shrub having a minimum mature height of twenty-four (24) inches shall be planted.

The landscape plan does show landscaped areas around the foundations of the buildings, although it does not indicate whether this includes shrubs. As mentioned above, staff is recommending additional landscaping around the mechanical equipment visible from E. Blue Heron Ln.

G. Dimensional Standards (UDC 11-2):

Dimensional standards of the R-40 zoning district include 10’ front setbacks, 12’ rear setbacks, 3’ side setbacks, and a maximum building height of 60’. However, as mentioned in the specific use standards above, 10’ setbacks are applied to all multifamily projects (on all sides). The development as proposed meets these setbacks, and the elevations provided indicate a maximum height of approximately 42’ from the highest roof pitch. The proposal meets all the dimensional requirements.

H. Access (UDC 11-3A-3, 11-3H-4):

There is one existing access from E. Blue Heron Ln. (local road) serving the existing 108 units; one additional access is proposed from E. Blue Heron Ln.

Meridian Fire has commented that although the site does provide two points of access, both of these accesses are from E. Blue Heron Ln. with the only way in and out occurring from N. Meridian Rd. Fire; they prefer another point of access that does not solely rely on N. Meridian Rd.

E. Blue Heron Ln. terminates into a pathway at the east end which then connects to N. Eureka Ave. Based on discussion with the applicant, they agreed to widen this pathway to 20 feet wide or as approved by Meridian Fire, and provide bollards on either end to allow secondary fire access.

I. Parking (*UDC 11-3C*):

UDC 11-3C-6 requires 1.5 parking spaces per each one-bedroom dwelling unit and at least 2 parking spaces for 2-3 bedrooms units. At least one parking space for each of these units must be in a covered carport or garage.

As requested by staff, the applicant submitted a site plan which indicates the required and proposed parking for both Phase One (the 108 units) and Phase Two (the 36 additional units).

Phase One was required to provide 204 parking spaces with 102 of them covered spaces. 207 parking spaces are provided, with 195 of them being covered. Phase Two is required to provide 69 parking spaces, with 36 of them covered spaces. 87 spaces are provided, with 71 of them being covered. 6 total bicycle parking spaces are required with this development. The parking exceeds the requirements by 21 parking spaces.

The site plan indicates 17' long parking spaces on the south side of Building F, east side of Building G and surrounding the open space. As required by UDC 11-3C-5, sidewalks are at least 7' in width in these areas to allow for vehicle overhang. The remaining parking spaces are shown to be 19' in length. The applicant should be aware that all off-street parking areas shall be provided with a substantial wheel restraint to prevent cars from encroaching upon abutting private and public property or overhanging beyond the designated parking stall dimensions. Wheel stops are not indicated on the site plan or landscape plan. These should be indicated on the site plan with the CZC.

Meridian Fire, Police and the surrounding residents have commented that parking has been a continuous issue for this development, as residents and guests often park on both sides of E. Blue Heron Dr, making emergency access difficult. One cause of this issue is that many of the garages that are intended to be used to satisfy parking requirements are being used for storage, leading to spill-over in other areas of the development and along the local streets. As 71 parking spaces are proposed to be covered with Phase II, staff recommends these covered spaces be accommodated by carports and not garages, to avoid dedicated covered spaces being used for storage.

Elevations of the carports have not been provided. At the time of CZC, the applicant will need to provide elevations that reflect the accessory structures are compatible with the primary buildings and meet all the minimum dimensional requirements of UDC 11-3C-6. The applicant should also be aware that the site plan indicates striped pedestrian crossing areas across the parking lots. UDC 11-3A-19-4 requires internal pedestrian walkways to be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks.

J. Sidewalks (*UDC 11-3A-17*):

Sidewalk already exists along N. Meridian Rd, which has recently been reconstructed. 5' wide sidewalk is constructed along the portion of Blue Heron Ln. of which the existing multifamily development exists; the landscape plan indicates this sidewalk will be extended along the frontage of the additional property where the expansions are proposed in accord with UDC standards.

K. Landscaping (*UDC 11-3B*):

A 25' wide landscape buffer has already been provided along N. Meridian Rd as required by UDC Table 11-2B-3. W. Blue Heron Lane is classified as a local street and as such does not require a street buffer in the R-40 zoning district. However, a 17' wide landscape buffer was installed along the portion of the property frontage developed with Phase One, and the landscape plan indicates this buffer is proposed to continue along the frontage to the property line with Phase Two. A 12' +/- landscape buffer is proposed along the eastern property line, although a

residential buffer is not a requirement for multifamily in the R-40 zoning district and this property is directly adjacent to an existing meat packing plant.

It does appear there is at least 3' wide landscaping areas along the foundations of both buildings with street facing elevations as required per the specific use standards for multifamily, but the landscape plan does not specifically identify shrubs in this area. As mentioned, staff believes there should be additional landscape screening along the street-facing sides of the condenser unit screen fences along E. Blue Heron Ln. The landscape plan submitted with the Certificate of Zoning Compliance application shall comply with all landscaping requirements and is required to be prepared by a landscape architect, landscape designer, or qualified nurseryman, per UDC 131C-3B.

L. Qualified Open Space (*UDC 11-3G*):

The applicant has provided an open space exhibit which reflects the required open space for both Phase 1 and Phase 2. 41,870 sq. ft. of open space was required with Phase One whereas 53,000 sq. ft. is provided. 10,200 square feet of qualified open space is required with Phase 2, whereas 15,330 sq. ft. is proposed. The open space provided for Phase 2 exceeds the requirements.

M. Qualified Site Amenities (*UDC 11-3G*):

UDC 11-4-3-27 requires 4 amenities from each category for multifamily developments of more than 75 units, but for multifamily developments with more than one hundred (100) units, the decision-making body shall require additional amenities commensurate to the size of the proposed development.

The existing development provides a half basketball court, plaza containing benches and trellis, 1,620 sq. ft. clubhouse with exercise room, playground, horseshoe pit, barbeques and picnic tables. With the proposed expansion the applicant proposes a 50'x 100' sq. ft. open space area and 52 additional enclosed bike storage facilities. The Planning Commission should decide if the amenities are sufficient for the existing development as well as the proposed expansion.

N. Fencing (*UDC 11-3A-6, 11-3A-7*):

The landscape plan reflects perimeter fencing that is to match existing fencing. At the time of the CZC, the applicant shall provide all fencing details on the landscape plan.

O. Utilities (*UDC 11-3A-21*):

There is infrastructure serving the existing development. All development is required to connect to the City water and sewer system unless otherwise approved by the City Engineer in accord with UDC 11-3A-21.

P. Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):

Conceptual elevations were submitted with this proposal. The elevations utilize architecture that is consistent with the existing buildings including multiple roof pitches, dormers, canopies and outdoor second and third story railings. Building materials include hardiboard lap siding, hardshake shingle siding, cultured stone columns and asphalt singles. Building elevations will be reviewed against the ASM manual at time of CZC.

VI. DECISION

A. Staff:

Staff recommends approval of the annexation of 1.36 acres of land with the R-40 zoning district, rezoning of 4.18 acres of land from C-G and R-8 to R-40, and a Conditional Use Permit to allow expansion of an existing multifamily complex to allow 36 additional units in two new buildings

per the provisions and comments included in Section VII in accord with the Findings in Section VIII

B. The Meridian Planning & Zoning Commission heard this item on September 16, 2021. At the public hearing, the Commission moved to recommend approval of the subject annexation, zoning and conditional use request.

1. Summary of the Commission public hearing:

- a. In favor: Tamara Thompson
- b. In opposition: None
- c. Commenting: Tamara Thompson
- d. Written testimony: Staff has received 5 voicemails and three letters in opposition.
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Three citizens testified in opposition. Concerns expressed regarded traffic, parking, emergency access and litter

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

- a. Commission discussed whether parking could be increased, their understanding that parking is an issue along E. Blue Heron Ln, problems associated with litter, whether the applicant could work with ACHD to limit parking along E. Blue Heron Ln, and whether a parking enforcement company can be utilized.

4. Commission change(s) to Staff recommendation:

- a. Prior to City Council, the applicant will have a parking plan that has been addressed with ACHD.
- b. Prior to City Council, the applicant shall have an agreement in place with the property management company on enforcement of the parking regulations
- c. The applicant shall add additional trash receptacles.
- d. Condition 2-C shall be amended that the applicant widen and improve the pathway between E. Blue Heron Ln. and N. Eureka Ave. to 15 feet wide instead of 20-feet wide.

C. The Meridian City Council heard these items on October 12, 2021 and continued the hearing to December 7, 2021 and March 22, 2022. At the public hearing, the Council moved to approve the subject annexation, rezoning and conditional use permit requests.

1. Summary of the City Council public hearing:

- a. In favor: Tamara Thompson, Mysti Stelluto
- b. In opposition: Valinda Sorenson, Summer Hazen
- c. Commenting: Valinda Sorenson, Summer Hazen, Tamara Thompson, Mysti Stelluto, Joe Bongiorno
- d. Written testimony: Carrie Shuter, Jim and Marie Kast, Bonita Ghoulson, Gail Simpson, Jim Lane, Kathryn Small, Sandra Rogers, Valinda Sorenson
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

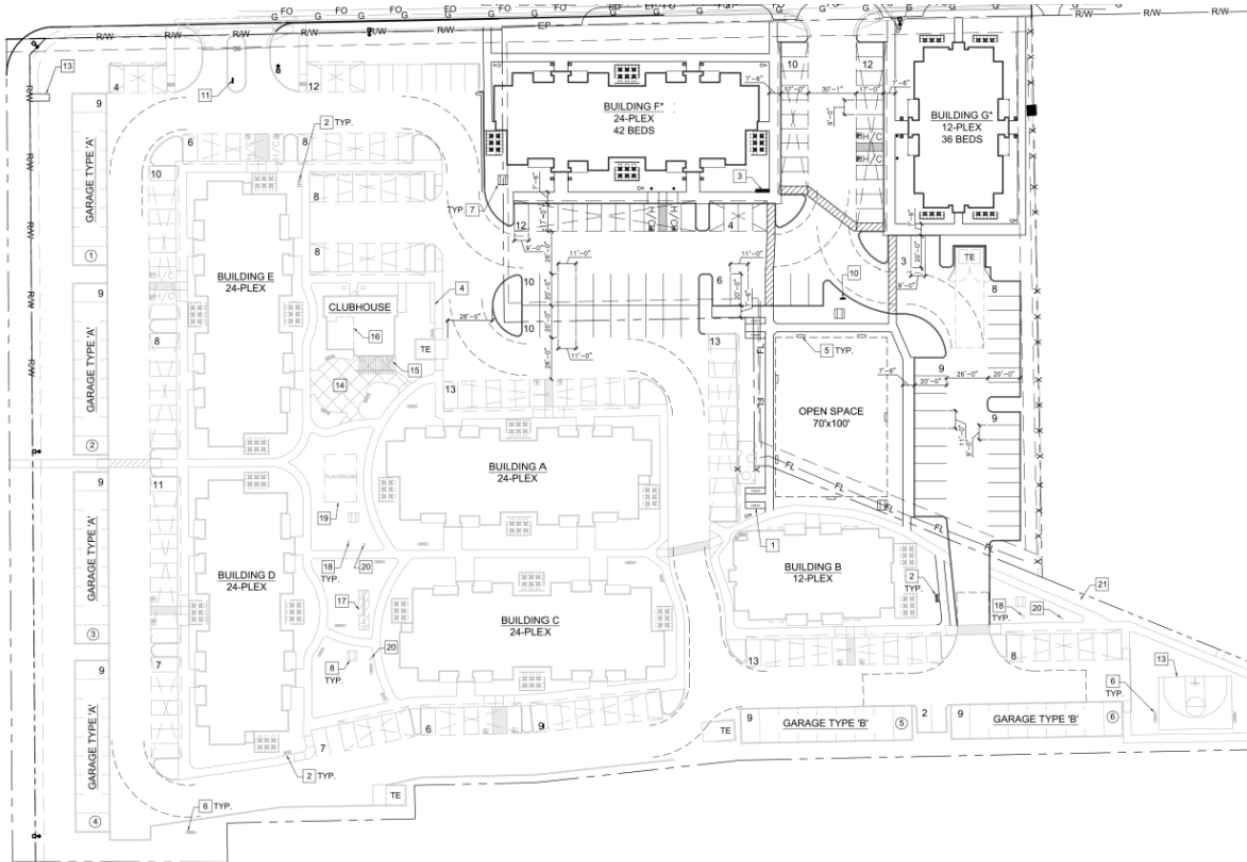
- a. Parking impacts, particularly spill over parking along E. Blue Heron impacting the residents of the Heronbrook townhomes
- b. Trash in and around the complex
- c. Traffic impacting E. Blue Heron Ln, trucks and emergency vehicles using E. Waterbury Ln and N. Richter Ln to turn around.

3. Key issue(s) of discussion by City Council:

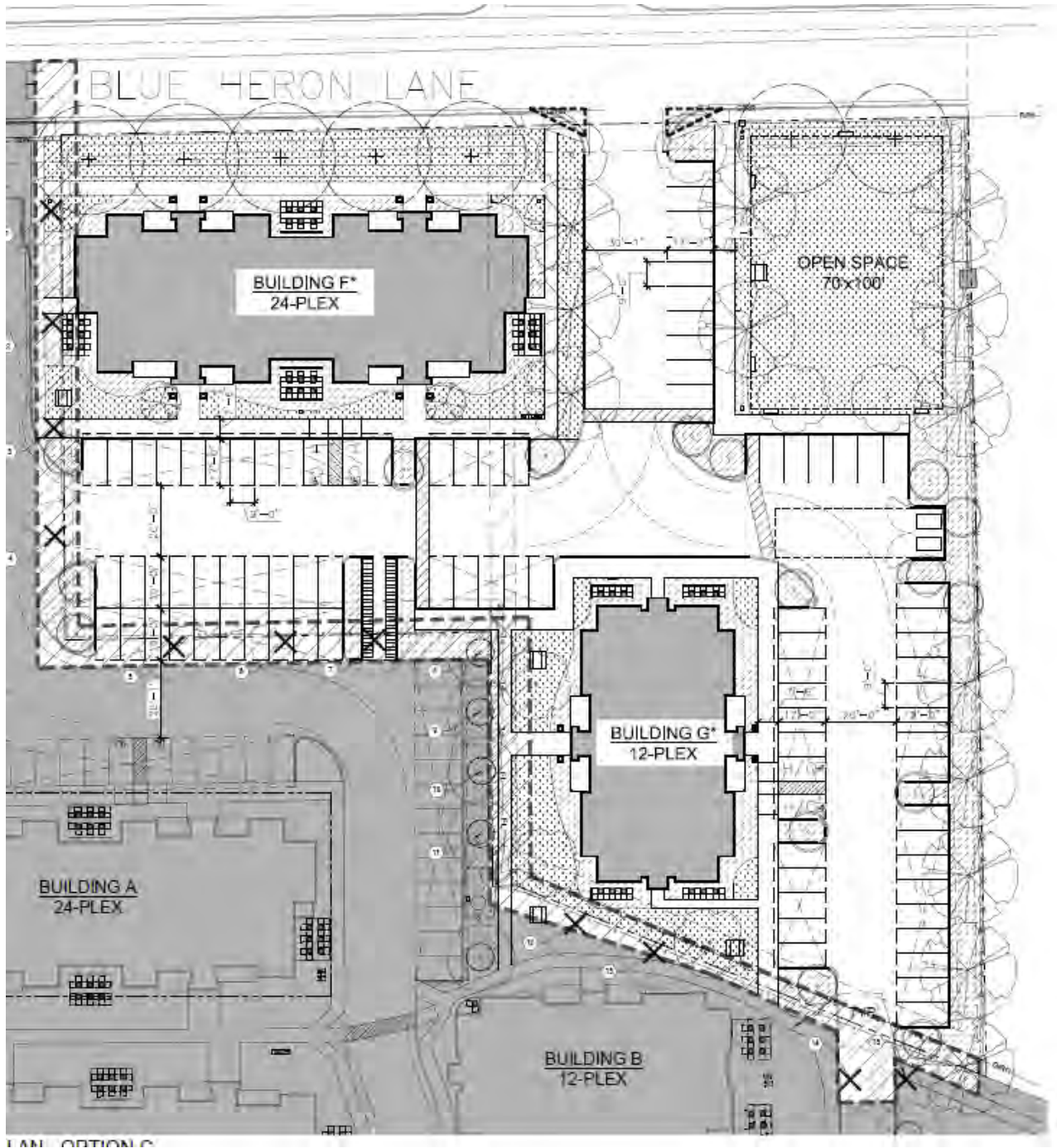
- a. Council continued this case several times for the applicant to address parking and traffic impacts, have management do a parking analysis, and discuss solutions with the neighbors and ACHD.
- 4. City Council change(s) to Commission recommendation:
 - a. Applicant shall convert all existing enclosed garages within Phase One to carports
 - b. Applicant shall work with City and ACHD for ACHD to consider striping no parking areas along E. Blue Heron Ln. particularly west of N. Richter Ln.
 - c. Applicant and staff shall work with ACHD to consider no parking and dead-end signage along E. Blue Heron Ln

VII. EXHIBITS

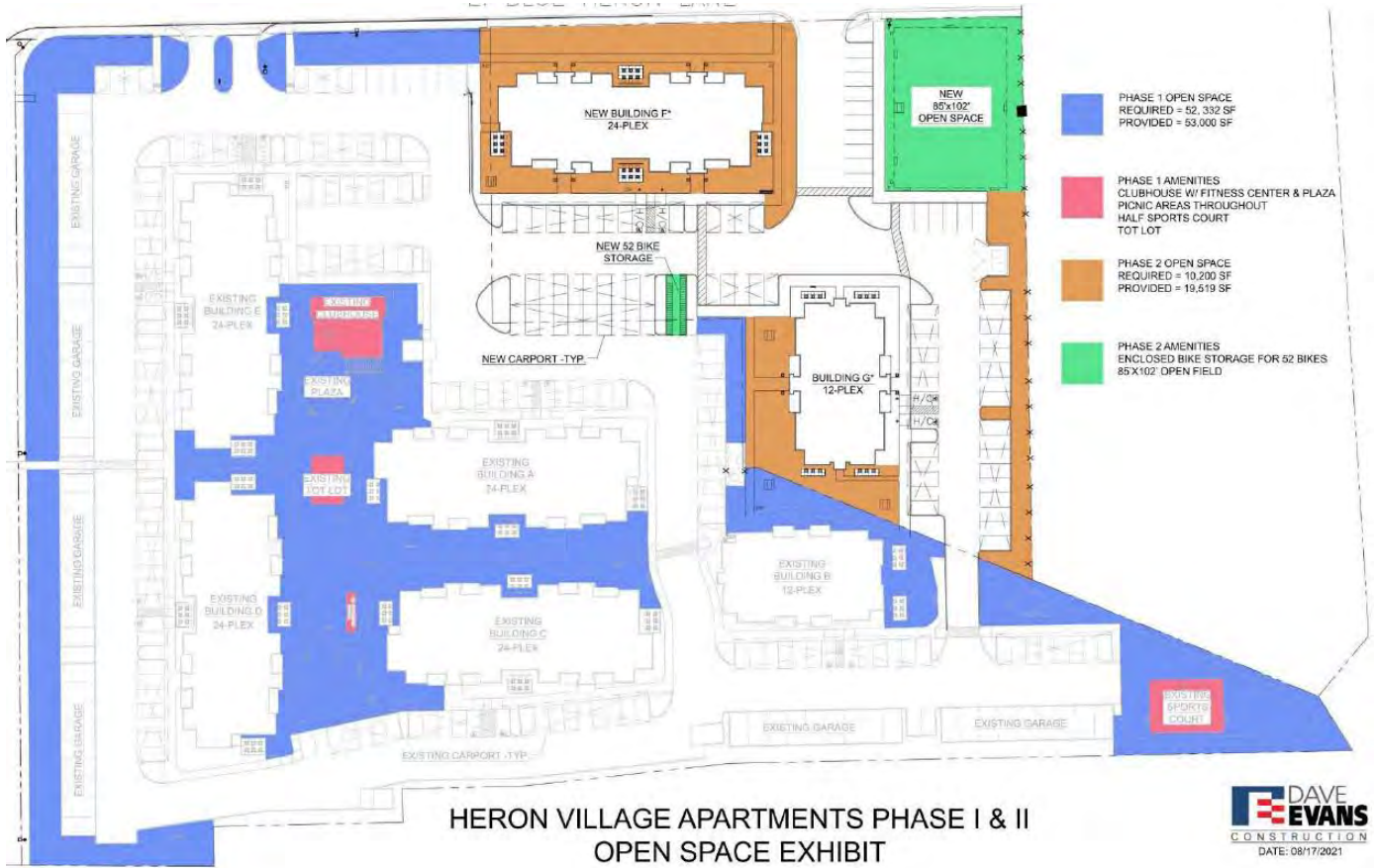
A. Site Plan (date: ~~3/18/2021~~ March 18, 2022)



B. Landscape Plan (date: 4/2/2021)



C. Qualified Open Space Exhibit (date: 8/20/2021)



D. Building Elevations (date: 3/18/2021)



FRONT ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTE	
	CLADDING - BRICK
	CLADDING - STONE
	CLADDING - WOOD SHAKES
	CLADDING - WOOD SIDING
	CLADDING - METAL PANELS
	CLADDING - GLASS
	CLADDING - MASONRY
	CLADDING - CERAMIC TILE
	CLADDING - CONCRETE
	CLADDING - GYP. BOARD
	CLADDING - INSULATION
	CLADDING - OTHER
	CLADDING - UNFINISHED
	CLADDING - FINISHED
	CLADDING - EXPOSED
	CLADDING - HIDDEN
	CLADDING - GLASS CURTAIN WALL
	CLADDING - GLASS BALCONY
	CLADDING - GLASS RAMP
	CLADDING - GLASS STAIR
	CLADDING - GLASS ELEVATOR
	CLADDING - GLASS SKYBRIDGE
	CLADDING - GLASS RAINSCREEN
	CLADDING - GLASS DOUBLE SKIN
	CLADDING - GLASS MONOCURTAIN WALL
	CLADDING - GLASS BIPARTITE
	CLADDING - GLASS PARTITION
	CLADDING - GLASS BALANCE
	CLADDING - GLASS BALANCE WITH BALANCE
	CLADDING - GLASS BALANCE WITH BALANCE AND BALANCE
	CLADDING - GLASS BALANCE WITH BALANCE AND BALANCE AND BALANCE



BACK ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION



SIDE ELEVATION



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

E. Annexation Legal Description

ANNEXATION
BLUE HERON APARTMENTS
PHHC HERON PROPERTY, LLC

An area of land being portions of APN: R7039000005 and APN: R703900300, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 505.66 feet, to the **POINT OF BEGINNING**:

- Thence continuing on said east-west mid-section line, North 89° 35' 33" East, 166.44 feet, to a point, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 418.18 feet;
- Thence leaving said east-west mid-section line, South 00° 21' 57" East, 384.21 feet;
- Thence North 67° 07' 38" West, 185.36 feet;
- Thence South 89° 55' 20" West, 9.00 feet;
- Thence North 00° 20' 55" East, 93.00 feet;
- Thence North 89° 38' 42" East, 9.00 feet;
- Thence North 00° 20' 55" East, 217.94 feet to the **POINT OF BEGINNING**.

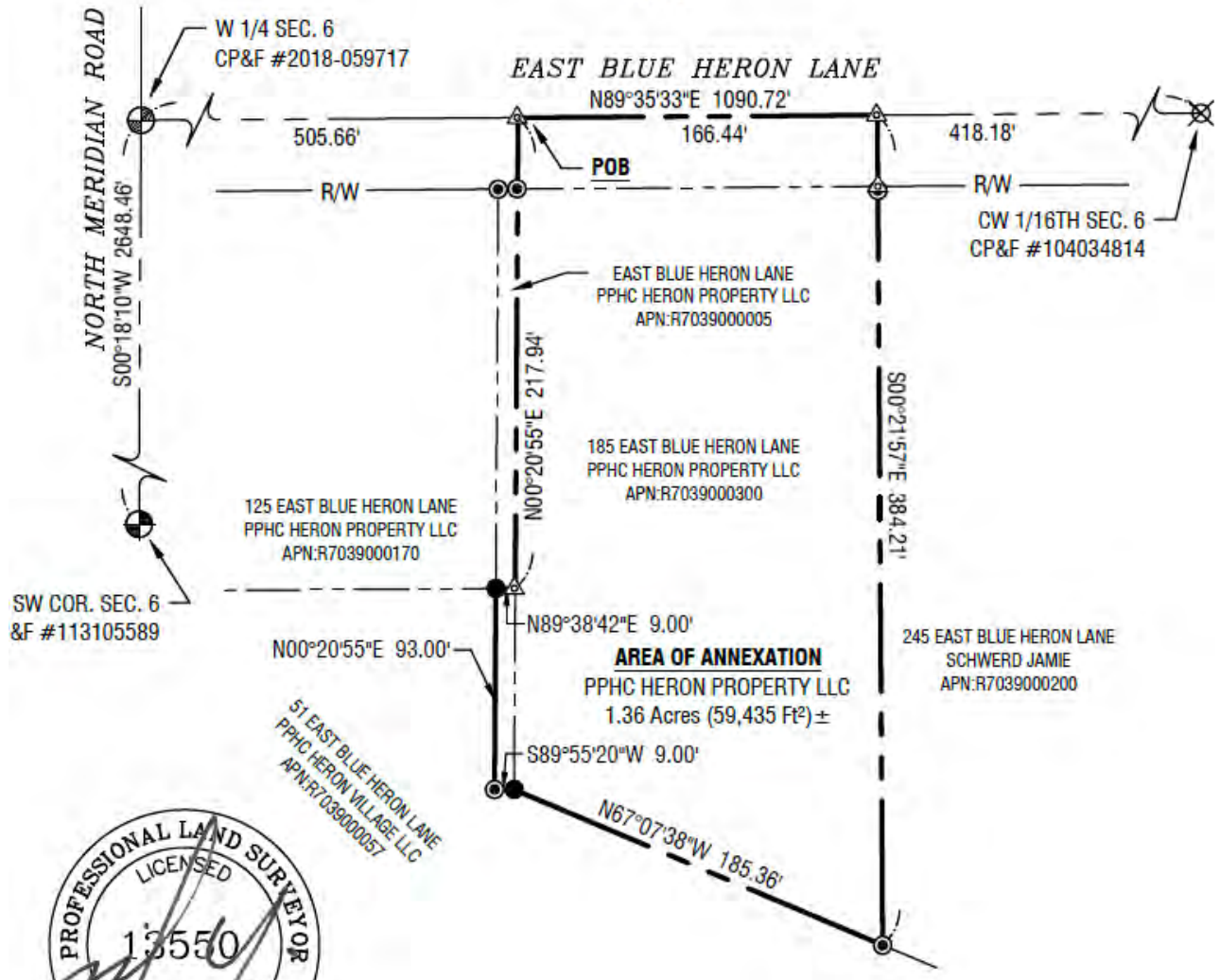
The above described area of land contains 1.36 acres (59,435 Ft²), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



Annexation for PPHC Heron Property, LLC

Situate in a Portion of Gov't Lot 6 of Section 6
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2021



03/17/2021

F. Rezoning Legal Description

PROJECT NO. 2021-7

REZONE to R40
BLUE HERON APARTMENTS
PHHC HERON PROPERTY, LLC

An area of land being APN: R7039000005, APN: R7039000300, and APN: R7039000170 AND portions of APN: R7039000090, APN: R7039000080, and APN: R7039000057, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 341.03 feet to the **POINT OF BEGINNING**:

- Thence continuing on said east-west mid-section line, North 89° 35' 33" East, 331.50 feet, to a point, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 418.18 feet;
- Thence leaving said east-west mid-section line, South 00° 21' 57" East, 384.21 feet;
- Thence South 67° 07' 38" East, 192.71 feet;
- Thence South 31° 38' 35" East, 39.83 feet;
- Thence South 89° 33' 08" West, 389.49 feet;
- Thence South 84° 29' 31" West, 129.04 feet;
- Thence South 89° 27' 49" West, 75.47 feet;
- Thence South 00° 32' 11" East, 21.00 feet;
- Thence South 89° 27' 49" West, 118.20 feet;
- Thence South 00° 09' 00" East, 24.79 feet;
- Thence North 88° 59' 16" West, 165.03 feet, to a point on the west line of said Section 6, from which point the Southwest corner of said Section 6 bears, South 00° 18' 10" West, 2100.10 feet;
- Thence on said west section line, North 00° 18' 10" East, 237.50 feet;
- Thence leaving said west section line, North 89° 36' 00" East, 496.84 feet;
- Thence North 00° 20' 55" East, 93.00 feet;
- Thence South 89° 38' 42" West, 155.89 feet;
- Thence North 00° 18' 10" East, 217.78 feet to the **POINT OF BEGINNING**.

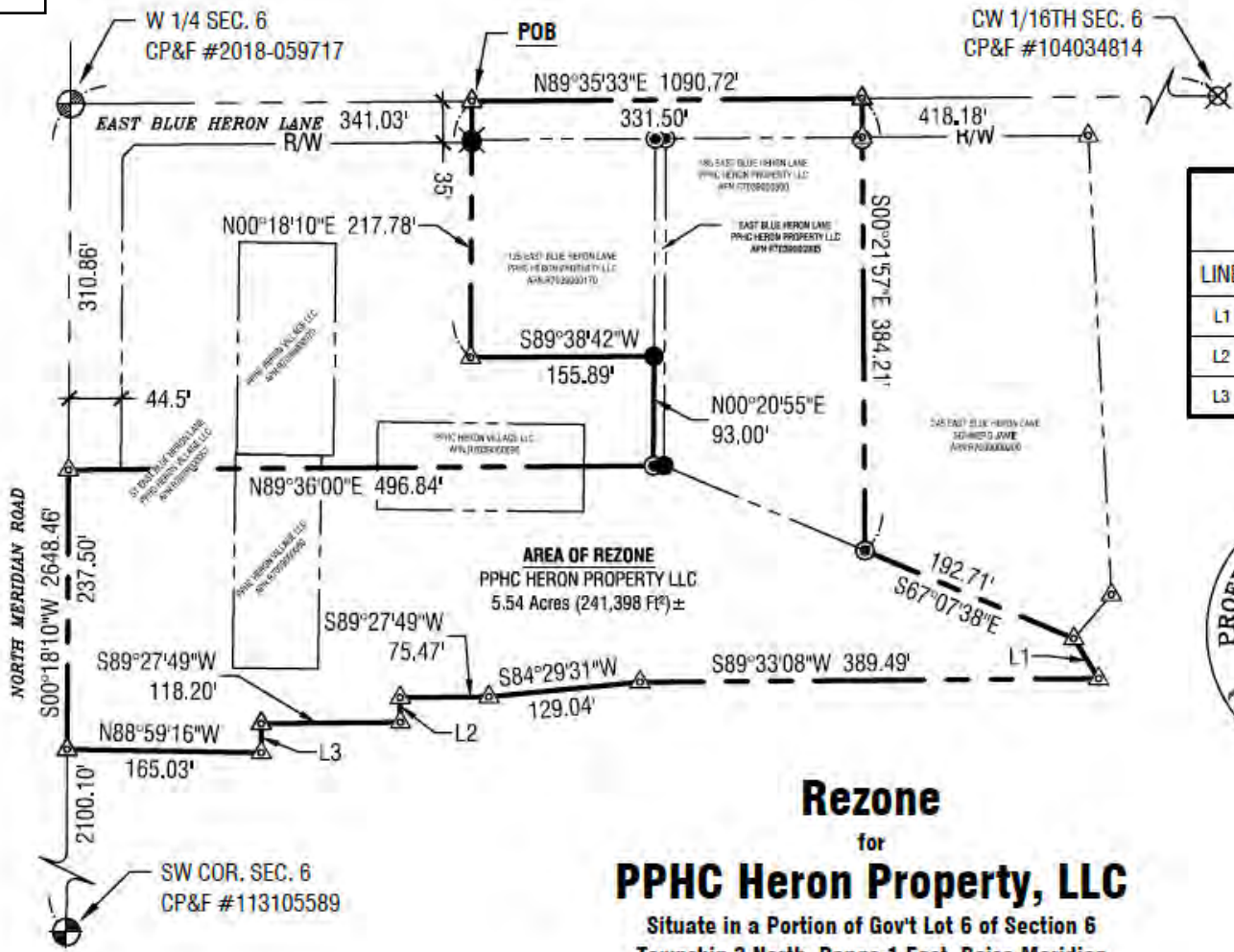
The above described area of land contains 5.54 acres (241,398 Ft²), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



05/17/2021

Item #19.



LINE	BE
L1	S3'
L2	SO
L3	SO



Rezone
for
PPHC Heron Property, LLC
Situate in a Portion of Gov't Lot 6 of Section 6
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2021

VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

Site Specific Conditions of Approval

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.
2. Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions:
 - a. Future development of this site shall be generally consistent with the conceptual site plan, landscape plan, qualified open space exhibit and elevations submitted with the annexation application contained herein.
 - b. Phase One and Two shall share access, parking, amenities and open space.
 - c. The applicant shall widen and improve the pathway between E. Blue Heron Ln. and N. Eureka Ave. to ~~20~~**15** feet wide (or as approved by Meridian Fire), capable of supporting an 80,000-pound fire truck with bollards on either end to allow secondary emergency access.
 - d. **Applicant shall convert all existing enclosed garages within Phase One to carports.**
 - e. **Only carports are permitted for covered parking in Phase Two.**
3. ~~Prior to City Council, the applicant shall have a parking plan that has been addressed with ACHD to address the concerns discussed at the September 16, 2021 Planning Commission meeting.~~
4. ~~Prior to City Council, the applicant shall have an agreement in place with the property management company on enforcement of the parking regulations.~~
5. **Additional trash receptacles will be added near E. Blue Heron Dr.**
6. **Applicant shall work with City and ACHD for ACHD to consider striping no parking areas along E. Blue Heron Ln. particularly west of N. Richter Ln.**
7. **Applicant and staff shall work with ACHD to consider no parking and dead-end signage along E. Blue Heron Ln**
8. The developer shall comply with the specific use standards for multi-family developments listed in UDC 11-4-3-27.
9. All condenser units on the north side of Building F which are visible from E. Blue Heron Ln. shall have additional landscape screening in addition to 4' high vinyl fencing.
10. Off-street vehicle parking shall be provided on the site in accord with UDC 11-3c-4 for multi-family dwellings. Covered parking shall be provided only by carports.
11. All carports shall be constructed to be compatible with the associated residential buildings i.e. similar building and roof forms, architectural elements and details, and materials and colors

to maintain the quality of the architectural character) in accord with the Meridian Architectural Standards Manual.

- 12. The applicant shall record legally binding documents that state the maintenance and ownership responsibilities for the management of both phase of the development, including, but not limited to, structures, parking, common areas, and other development features. Documentation of compliance with this requirement shall be with submitted with the first Certificate of Zoning Compliance application.
- 13. All off street parking areas shall be provided with a substantial wheel restraint to prevent cars from encroaching upon abutting private and public property or overhanging beyond the designated parking stall dimensions per UDC 11-3C-5. When a bumper overhangs onto a sidewalk or landscape area, the parking stall dimensions may be reduced two (2) feet in length if two (2) feet is added to the width of the sidewalk or landscaped area planted in ground cover

PLANNING GENERAL CONDITIONS OF APPROVAL

- 1. Any fencing constructed on the site shall be consistent with the standards as set forth in UDC 11-3A-6, 11-3A-7.
- 2. Comply with all bulk, use, and development standards of the applicable district listed in UDC Chapter 2 District regulations.
- 3. Install lighting consistent with the provisions as set forth in UDC 11-3A-11.
- 4. Construct all off-street parking areas consistent with the standards as set forth in UDC 11-3C-1.
- 5. Protect any existing trees on the subject property that are greater than four-inch caliper and/or mitigate for the loss of such trees as set forth in UDC 11-3B-10.

B. PUBLIC WORKS DEPARTMENT:

Site Specific Conditions:

- 1. 125 and 185 E Blue Heron Lane have existing water meters which must be used or abandoned at the main.
- 2. Water must be looped from Blue Heron Road to the existing water line to the west in Heron Village Subdivision.
- 3. Provide a water main stub to the east property boundary.
- 4. No permanent structures including but not limited to trees, bushes, buildings, fences, carports (including overhanging eaves), trash enclosures, fences, infiltration trenches, streetlights, etc. are allowed within any City utility easement.
- 5. Infiltration trenches should be built to avoid sewer services crossing through them.
- 6. A streetlight plan is required with building permit application.
- 7. A geotechnical report will be required with building permit application, and all recommendations made therein shall be adhered to by the builder and developer.

GENERAL CONDITIONS:

- 1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall

coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.

2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
6. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
7. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
8. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
9. Developer shall coordinate mailbox locations with the Meridian Post Office.
10. All grading of the site shall be performed in conformance with MCC 11-1-4B.
11. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
12. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
13. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
14. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
15. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan

set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.

16. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
17. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
18. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
19. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
20. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
21. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

IV. FINDINGS

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:

A. ANNEXATION AND REZONE

1. The map amendment complies with the applicable provisions of the comprehensive plan;

This is a proposal for annexation of 1.36 acres of land with a R-40 zoning district, rezoning of 4.18 acres of land from C-G and R-8 to R-40 to allow the expansion of an existing multifamily complex. This complies with the applicable provisions of the comprehensive plan, particularly to provide a diversity in housing opportunities and to encourage infill development.

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-40 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 with the recommended conditions of approval the proposed R-40 map amendment should not be detrimental to the public health, safety and welfare as the property is surrounded by multifamily to the north and south, industrial in the County to the east, and N. Meridian Rd to the west.

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 that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.

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

Council finds the proposed annexation and rezone is in the best interest of the City if the property is developed in accord with the provisions in Section VII.

B. CONDITIONAL USE PERMIT:

The Commission and Council shall review the particular facts and circumstances of each proposed conditional use in terms of the following, and may approve a conditional use permit if they shall find evidence presented at the hearing(s)is adequate to establish:

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

Council finds that if the site is designed in accord with the site plan in Exhibit A and the conditions of approval in Exhibit B, the site will be large enough to accommodate the proposed use and meet the dimensional and development regulations of the R-40 zoning district and the multi-family specific use standards.

- b. That the proposed use will be harmonious with the Meridian Comprehensive Plan and in accord with the requirements of this Title.**

The proposed multi-family residential use in the R-40 zone meets the objectives of the Comprehensive Plan and UDC.

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

This proposal would allow an additional 36 units to be added to an existing 108-unit multifamily development. Most impacts have already been established. The general design, construction, operation and maintenance of the multi-family use will be compatible with other residential and commercial uses in the general neighborhood and with the existing and intended character of the vicinity and will not adversely change the character of the area.

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

As this is an addition of 36 units to an existing 108-unit multifamily development, impacts have already been mostly established and Council finds that the proposed development should not adversely affect other property in the vicinity if the applicant complies with all conditions of approval listed in Exhibit B of this staff report.

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

Essential public facilities and services are presently serving the existing development. Sanitary sewer, domestic water and irrigation can be made available to additional property. Please refer to comments prepared by the Public Works Department, Fire Department, Police Department and other agencies.

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

This addition will be part of a larger existing multifamily development. The applicant will pay to extend the sanitary sewer and water mains into the site. No additional capital facility costs are expected from the City. The applicant and/or future property owners will be required to pay impact fees.

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

Council finds that the proposed development will not involve uses that will create nuisances that would be detrimental to the general welfare of the surrounding area. Council recognizes there will be an increase of traffic and noise with the approval of this development; whenever undeveloped property is developed the amount of traffic generation does increase.

- h. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.**

Council finds that the proposed development will not result in the destruction, loss or damage of any natural feature(s) of major importance.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Moberly Rezone (H-2021-0089) by Carl Argon, Located on Parcel R0406010125, South of W. Broadway Ave. Between NW 2nd St. and NW 1st St.

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



In the Matter of the Request for Rezoning 0.16 Acres of Land from I-L to O-T to Allow the Construction of a Duplex, by Carl Argon.

Case No(s). H-2021-0089

For the City Council Hearing Date of: March 22, 2022 (Findings on April 5, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 22, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 22, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 22, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 22, 2022, 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 March 22, 2022, 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 rezoning is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 22, 2022, 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 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 March 22, 2022

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

COUNCIL PRESIDENT BRAD HOAGLUN VOTED_____

COUNCIL VICE PRESIDENT JOE BORTON VOTED_____

COUNCIL MEMBER JESSICA PERREAULT VOTED_____

COUNCIL MEMBER LUKE CAVENER VOTED_____

COUNCIL MEMBER TREG BERNT VOTED_____

COUNCIL MEMBER LIZ STRADER VOTED_____

MAYOR ROBERT SIMISON VOTED_____
(TIE BREAKER)

Mayor Robert 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: 3/22/2022
 TO: Mayor & City Council
 FROM: Alan Tiefenbach, Associate Planner
 208-884-5533
 SUBJECT: H-2021-0089
 Moberly Rezone
 LOCATION: Parcel R0406010125, located south of W. Broadway Ave., between NW 2nd St and NW 1st St.



I. PROJECT DESCRIPTION

This is a request to rezone 0.16 acres of land from I-L to O-T to allow the construction of a duplex.

II. SUMMARY OF REPORT

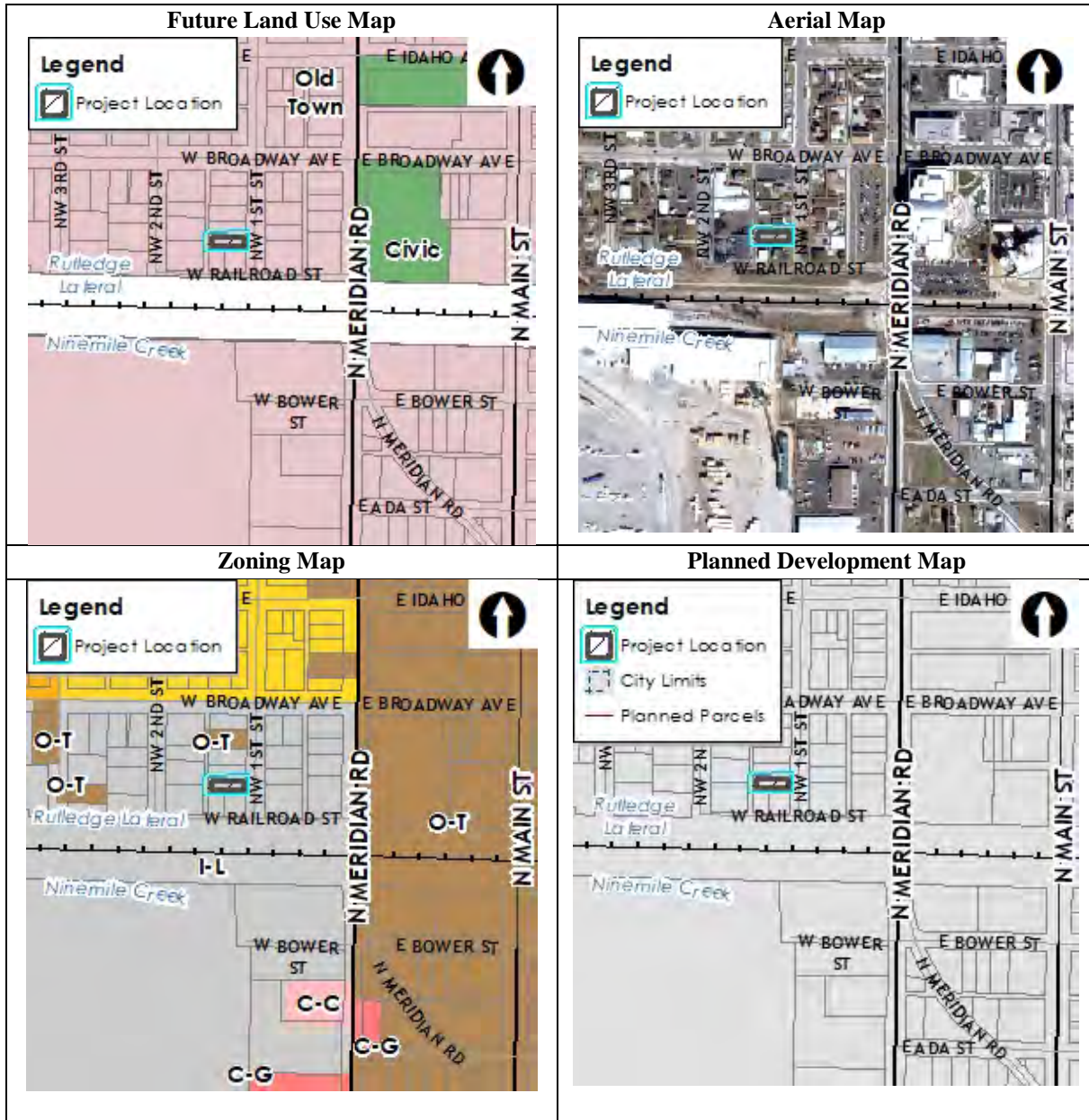
1. Project Summary

Description	Details	Page
Acreage	0.16 acres	
Future Land Use Designation	Old Town (O-T)	
Existing Land Use(s)	Vacant	
Proposed Land Use(s)	One duplex	
Lots (# and type; bldg./common)	1 lot	
Phasing Plan (# of phases)	NA	
Number of Residential Units (type of units)	2	
Density	12 du/ac	
Open Space (acres, total [%]/buffer/qualified)	None required	
Amenities	NA	
Physical Features (waterways, hazards, flood plain, hillside)	No unique physical features	
Neighborhood meeting date; # of attendees:	Octboer 19, 2021 – 4 attendees	
History (previous approvals)	J.M. Anderson’s Second Addition, platted in 1905	

2. Community Metrics

Description	Details	Page
Ada County Highway District	No traffic impact study required	
<ul style="list-style-type: none"> • Staff report (yes/no) • Requires ACHD Commission Action (yes/no) 	No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access will occur from an alley accessed from W. Broadway Ave and W. Railroad St	
Stub Street/Interconnectivity/Cross Access	None	
Existing Road Network	NW 2 nd St, W. Broadway Ave, W. Railroad St and NW 1 st St.	
Existing Arterial Sidewalks / Buffers	No buffers proposed or required	
Proposed Road Improvements	No road improvements required, sidewalk will be required along the NW 2 nd St frontage	
Distance to nearest City Park (+ size)	Approx. 1/4 mile to Centennial Park	
Fire Service	No comments	
Police Service	No comments	
Wastewater		
<ul style="list-style-type: none"> • Comments 	<ul style="list-style-type: none"> • Additional 306 gpd committed to model. Total committed flow to treatment plant is 14.25 MGD. • Currently sewer is from back alleyway to the west. However, City is planning on abandoning the line in the alley and installing a new main in W 1st St. The plan is for this project to start Spring of 2022. If the applicant wishes to connect to sewer in the alleyway before the new sewer is installed they will be required to install a dry line to the east property boundary for easy connection to the new main once built. 	
Water		
Distance to Water Services	0	
Pressure Zone	2	
Water Quality	No concerns	
Project Consistent with Water Master Plan	Yes	
Impacts/Concerns	A utility plan will need to be submitted, reviewed and approved by PW.	

3. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Carl Argon – 4515 E. Copper Point Dr. Meridian, ID 83642

B. Owner:

Moberly Holdings, LLC - 4408 W. Saddle Ridge Dr., Nampa, ID 83687

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	1/18/2022	3/7/2022
Radius notification mailed to properties within 300 feet	1/14/2022	3/7/2022
Sign Posting	1/24/2022	3/8/2022
Nextdoor posting	1/14/2022	3/8/2022

V. STAFF ANALYSIS

This is a proposal to rezone from I-L to O-T to allow for the construction of duplex.

The subject property is a vacant lot comprising 0.16-acres which is zoned I-L. Along NW 1st St. (east side of the property) is predominately single family, multifamily and duplexes, nearly all of which is at least 50 years of age (with many dating back to the early 1900s). West of the property is a mixture of industrial uses, a food bank, religious facility and residential, both single family and attached. North of the property is single family attached and multifamily. One of the properties approximately 100 feet to the north is already zoned O-T (631 NW 1st St). Railroad tracks are approximately 200 feet south of the property. An alley borders the property along the west.

1. Rezoning

The applicant proposes to rezone from I-L to O-T to construct a duplex. A duplex is a principally-permitted use in the O-T zoning district and the zoning would be in conformance with the FLUM as described below.

The City may require a development agreement (DA) in conjunction with a rezoning pursuant to Idaho Code section 67-6511A. As this property is already within the City, the infrastructure surrounding the property has already been installed, and all other requirements have been addressed through pertinent regulations, staff comments, and the design review required for the duplex, staff is not recommending a development agreement with this rezoning.

2. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The FLUM recommends the property for Old Town. This designation includes the historic downtown and the true community center. 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.

The purpose of the O-T district is to accommodate and encourage further intensification of the historical city center in accord with the Meridian Comprehensive Plan. The intent of the O-T district is to delineate a centralized activity center and to encourage its renewal, revitalization and growth as the public, quasi-public, cultural, financial and recreational center of the city. Public and quasi- public uses integrated with general business, and medium high to high density residential is encouraged to provide the appropriate mix and intensity of activities necessary to establish a truly urban city center.

The applicant proposes to construct a duplex (2units) on the subject property once the rezone process is concluded. Although the Plan does specifically mention multi-family residential over ground floor retail or office uses, the property is surrounded on three sides by existing one story residential and multifamily with only a small number of industrial or non-residential uses in close

proximity. Although a work / live situation is feasible, because the subject property is on a residential street with no commercial frontage, staff finds the proposed residential use in this area appropriate.

3. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

- Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences. (2.01.01)

This application is for a rezoning from I-L to O-T to allow a duplex on an infill site. This would allow for more diversity in housing.

- Maintain a range of residential land use designations that allow diverse lot sizes, housing types, and densities. (2.01.01C)

A duplex would increase the diversity in lot sizes, housing types and densities.

- Encourage the development of high quality, dense residential and mixed-use areas near in and around Downtown, near employment, large shopping centers, public open spaces and parks, and along major transportation corridors, as shown on the Future Land Use Map. (2.02.01E)

The subject property is an infill site near the downtown core, within a large area which is designated for Old Town zoning by the Comprehensive Plan, near N. Meridian Rd., a principal arterial, and is within walking distance of a large amount of goods, services and jobs.

- Encourage infill development. (3.03.01E.)

The property is vacant property, surrounded by existing residential development on all sides, except for a body repair shop directly to the west. This is an infill development.

- 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)

This project can be serviced by City of Meridian water and sewer, and all infrastructure will be designed in conformance with City standards.

4. Existing Structures/Site Improvements:

The property is presently vacant.

5. Proposed Use Analysis:

The applicant proposes to rezone from I-L to O-T to construct a duplex. This is a principally-permitted use in the O-T zoning district subject to applicable standards for development in the traditional neighborhood districts.

6. Dimensional Standards (UDC 11-2):

UDC 11-2D-4 requires a minimum height of 35 feet and all buildings should be a minimum of 2-stories. There are no minimum setbacks in the O-T zoning district. The proposed elevations reflect a building that is 2-stories.

7. Access (UDC 11-3A-3, 11-3H-4):

The subject property would be alley-loaded. This brings the building closer to the street and removes garages and driveways from the front view of the home. This is consistent with new urbanist principles in an old town zone district. Access will occur via an alley at the west which connects from W. Broadway to W. Railroad St. At present, there is a dumpster blocking the alley north of the property. This requires access to occur by traveling southbound on NW 2nd St and

then eastbound on W. Railroad St, which is a one-way street. There is presently a fence in the location where the driveway is proposed, but staff did confirm by a site visit that the 16 ft. wide alley to the location of the proposed driveway is adequate. ACHD and Fire have reviewed the proposed access configuration and have not expressed comments or concerns.

8. Parking (*UDC 11-3C*):

The applicant proposes a duplex with two-bedroom units. UDC 11-3C-6 requires 2 parking spaces per dwelling unit with at least one in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad.

The concept site plan reflects two one-car garages with a driveway area of 30 ft. long by 44 ft. wide. In addition, there is plenty of on-street guest parking along NW 1st Street. The parking provided meets the minimum requirements of 11-3C. As required per UDC 11-3C-5, all off street parking areas and driveways into and through a parking area shall be improved with a compacted gravel base, not less than four (4) inches thick, surfaced with asphaltic pavement.

9. Sidewalks (*UDC 11-3A-17*):

There is presently no sidewalk, curb or gutter along NW 1st St. The applicant will be required to install a sidewalk a minimum of 5 ft. in width as required per UDC 11-3A-17.

10. Landscaping (*UDC 11-3B*):

A landscape buffer is not required for a duplex in the O-T zone district. The UDC does not regulate landscaping on residential lots.

11. Fencing (*UDC 11-3A-6, 11-3A-7*):

There is existing fencing along the side and rear property line. The rear fencing would need to be removed to accommodate parking at the alley-loaded structure. Any new or relocated fencing should comply with fencing regulations per UDC 11-3A-7.

12. Utilities (*UDC 11-3A-21*):

Public services are available to accommodate the proposed development.

13. Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):

A conceptual elevation was provided with this application. The elevation indicates a structure with pitched roofs, fishscale accents, clapboard siding, shuttered windows and a small ground level patio on each side. As is required by the O-T zoning district, the units are at least two-stories, although the elevations do not indicate whether the minimum required 35' height is met.

Design review is required prior to building permit. The dwelling units will be reviewed against the Architectural Standards Manual (ASM). The ASM for residential requires visually heavier and more massive elements or materials, such as stone or masonry, primarily at the base of buildings, and lighter elements and materials such as siding. Also, the ASM states primary building entries to be clearly defined using any unique combination of architectural elements, materials, or façade modulation meeting other architectural standards in the Manual.

The elevations show a combined front entrance inset for both units with minimal overhang. This project is near the downtown core and is being proposed for Old-Town zoning. A key element of old-town design is walkability in residential areas, bringing houses to the street with narrow setbacks (or build-to's) and offering a sense of community and gathering places through the uses of useable porches. In order to set the precedent for how NW 1st develops in the future, staff recommends a condition of approval that at time of design review submittal the structure shall

include a ground-level covered porch for each unit (individual or combined) of sufficient size to allow covered seating at the front.

VI. DECISION

A. Staff:

Staff recommends approval of the proposed rezoning from I-L to O-T with the conditions noted in Section VII of this report.

B. The Meridian Planning & Zoning Commission heard this item on February 3, 2021. At the public hearing, the Commission moved to approve the subject rezone request.

1. Summary of the Commission public hearing:

- a. In favor: Carl Argon
- b. In opposition: Rebecca Weland, Don Weland and Bogdan Martsenyuk
- c. Commenting: Carl Argon
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Two-story height of buildings.
- b. Using the alley for access and whether it would impact the food bank.
- c. Desire to keep the neighborhood industrial.

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

- a. Whether there were other 2-story buildings in the vicinity.
- b. Whether the Plan recommendations of Old Town made sense in this area.
- c. Concerns regarding preservation of buildings and how new buildings could be compatible.

4. Commission change(s) to Staff recommendation:

- a. Commission recommended a condition of approval that architectural design and materials should be generally consistent with neighborhood aesthetics.

C. The Meridian City Council heard these items on March 22, 2022. At the public hearing, the Council moved to approve the subject rezoning request.

1. Summary of the City Council public hearing:

- a. In favor: Carl Argon
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- 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:

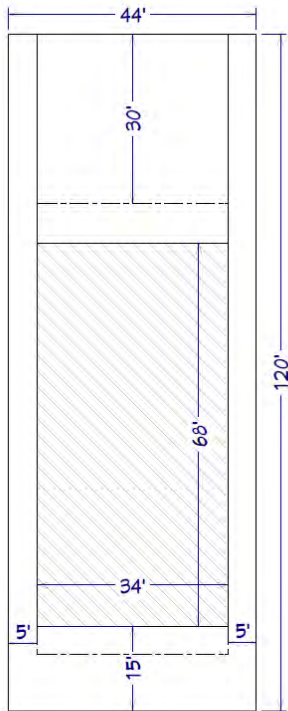
- a. None

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

- a. None

VII. EXHIBITS

1. Building Envelope and Elevations (date: 3/22/2022)



1ST STREET

Site Map
SITE MAP SCALE: 1/4" = 2'



FOR FABRICATING ANY FORMS

To the best of my knowledge this is in conformity with current laws and regulations and any changes in laws or regulations shall be made at the contractor's expense and responsibility. The contractor shall verify all dimensions and specifications. NO CONSTRUCTION IS PERMITTED UNTIL ALL DIMENSIONS AND SPECIFICATIONS HAVE BEEN VERIFIED AND APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

BUILDING CONTRACTORS SHOULD REVIEW AND VERIFY ALL DIMENSIONS AND CONNECTIONS BEFORE CONSTRUCTION BEGINS. ELECTRICAL SYSTEM CODE, MECHANICAL SYSTEM CODE, PLUMBING SYSTEM CODE, SEC.



2. Rezoning Legal Description (date: 12/9/2021)

Description for
O-T Zone
December 9, 2021

A portion of the in the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at a 5/8" Iron pin marking the centerline intersection of N. Meridian Road and W. Broadway Avenue, from which a 5/8" Iron pin marking the centerline intersection of W. 3rd Street and W. Broadway Avenue, bears North 89°25'49" West, 956.87 feet; thence on the centerline of W. Broadway Avenue, North 89°25'49" West, 323.00 feet to the centerline of NW 1st Street; thence on the centerline of NW 1st Street, South 00°30'09" West, 246.25 feet to the easterly extension of the north boundary line of the South 3/4 of Lot 9, Block 2, J.M. Andersons Second Addition to Meridian, as file in Book 2 of Plats at Page 87, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence continuing on said centerline, South 00°30'09" West, 43.75 feet to the easterly extension of the south boundary line of Lot 10, Block 2 of said J.M. Andersons Second Addition to Meridian;

thence on said south boundary line and the easterly and westerly extension thereof, North 89°25'49" West, 158.06 feet to the centerline of a public alley;

thence on the centerline of the public alley, North 00°30'09" East, 43.75 feet to the westerly extension of the north boundary line of the South 3/4 of said Lot 9;

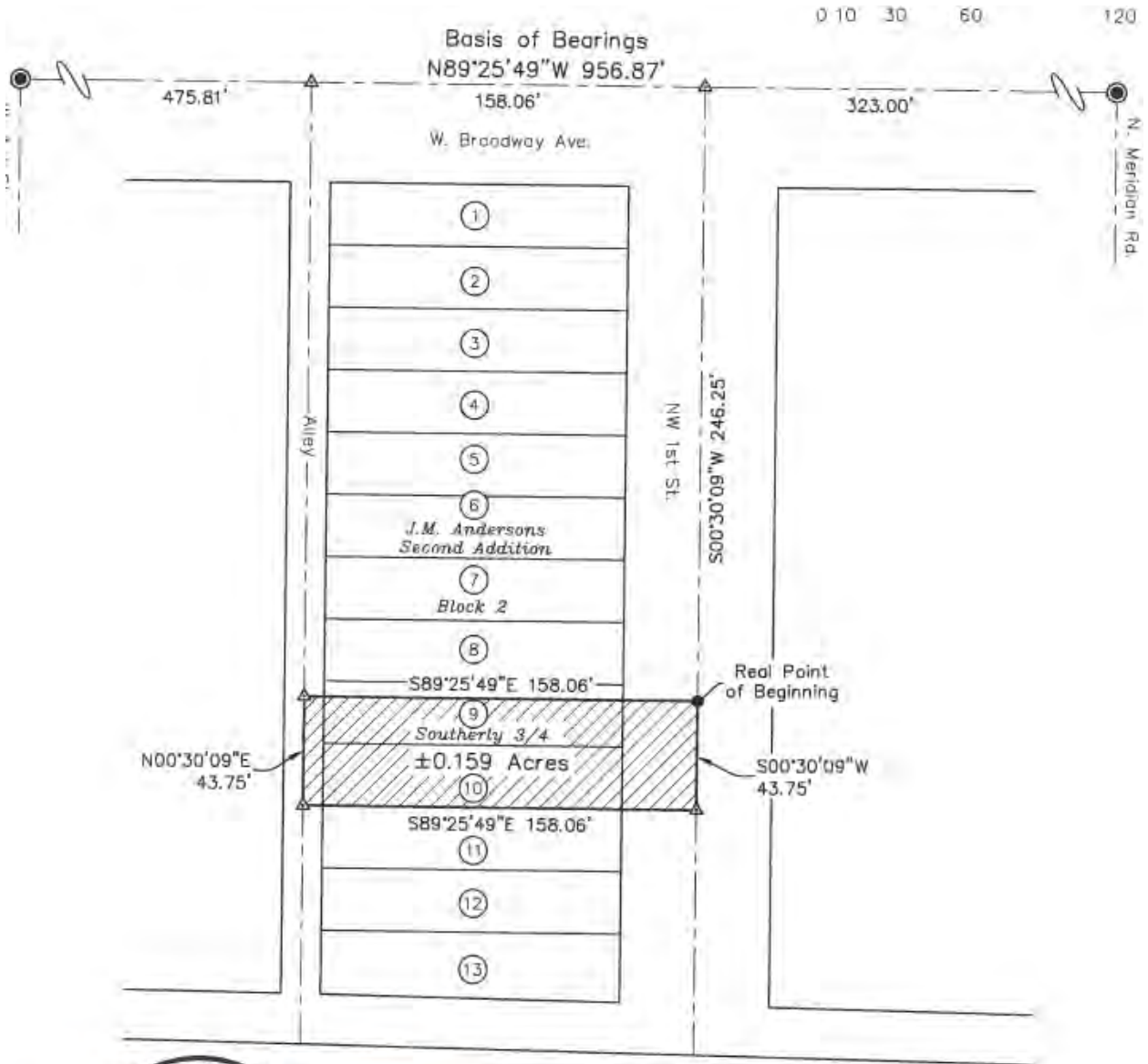
thence on said north boundary line and the easterly and westerly extension thereof, South 89°25'49" East, 158.06 feet to the **REAL POINT OF BEGINNING**.

Containing 0.159 acres, more or less.

This description was prepared using record data as shown on Record of Survey No. 9863, recorded as Instrument No. 2014-056419, records of Ada County, Idaho and was not verified with a survey on the ground by Idaho Survey Group, LLC.

End of Description.





VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING

Staff Comments:

1. Administrative design review is required prior to building permit for all new attached residential structures containing two (2) or more dwelling units. Elevations should include at least two field materials, accent materials, a heavier accent material around the base of the buildings, covered porches, and overhangs matching the rooflines or porches over the garage doors.
2. The duplex shall include a ground-level covered porch at the front for each unit (individual or combined) of sufficient size to allow covered seating. Conformance will be reviewed at time of design review.
3. **Architectural design and materials shall be generally consistent with neighborhood aesthetics.**
4. All off street parking areas and driveways shall be improved with a compacted gravel base, not less than four (4) inches thick, surfaced with asphaltic pavement, as required per UDC 11-3C-5.
5. Sidewalk should be constructed along NW 1st Street pursuant to UDC 11-3A-17.
6. Staff's failure to cite specific ordinance provisions does not relieve the applicant of responsibility for compliance.
7. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B, as applicable.
8. The development shall comply with all provisions of the O-T zoning district as set forth in UDC 11-2D-1.

B. PUBLIC WORKS CONDITIONS:

Site Specific Conditions:

1. There is a sewer main running through the alley on the west side of this parcel that currently serves the area, however, the City will be installing a new line in West 1st Street which will need to be utilized. The applicant can use the current sewer line, but must install a dry line to the east for future connection to the new main once it is built.
2. A utility plan must be provided for review and approval by the City with the building permit application.

General Conditions:

3. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
4. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
5. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in

the development, and if so, how they will continue to be used, or provide record of their abandonment.

- 6. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 7. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
- 8. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 9. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 10. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 11. Developer shall coordinate mailbox locations with the Meridian Post Office.
- 12. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 13. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.

C. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=250046&dbid=0&repo=MeridianCity>

IX. FINDINGS

A. Rezoning

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 proposed zoning map amendment to rezone the property from the I-L zoning district to the O-T zoning district is consistent with the Comprehensive Plan, if all conditions of approval are met.

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

Council finds the proposed zoning map amendment and the request for the development

complies with the regulations outlined in the requested O-T zoning district and is consistent with the purpose statement of the requested traditional neighborhood zoning districts in general.

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

As this is an infill site surrounded by predominately residential development, Council 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**

Council 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 Council finds this finding nonapplicable.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Victory Commons Condominiums (SHP-2022-0002) by BVA Development, Located at 2976 S. Meridian Rd. (Lot 4, Block 1 of Victory Commons Subdivision No 2)

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



In the Matter of the Request for a Short Plat to Condominiumize an Existing Building to Create Ten (10) Units for Ownership Purposes, on 2.419 Acres of Land in the C-G Zoning District, by BVA Development.

Case No(s). SHP-2022-0002

For the City Council Hearing Date of: March 22, 2022 (Findings on April 5, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 22, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 22, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 22, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 22, 2022, 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 March 22, 2022, 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 Short Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 22, 2022, 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 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. Notice of Final Action and Right to Regulatory Takings Analysis

1. **Please take notice** that this is a final action of the governing body of the City of Meridian. When applicable and pursuant to Idaho Code § 67-6521, any affected person being a person who has an interest in real property which may be adversely affected by the final action of the governing board may within twenty-eight (28) days after the date of this decision and order seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

F. Attached: Staff Report for the hearing date of March 22, 2022

By action of the City Council at its regular meeting held on the _____ day of _____, 2022.

COUNCIL PRESIDENT TREG BERNT VOTED_____

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED_____

COUNCIL MEMBER JESSICA PERREAULT VOTED_____

COUNCIL MEMBER LUKE CAVENER VOTED_____

COUNCIL MEMBER JOE BORTON VOTED_____

COUNCIL MEMBER LIZ STRADER VOTED_____

MAYOR ROBERT SIMISON VOTED_____
(TIE BREAKER)

Mayor Robert 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



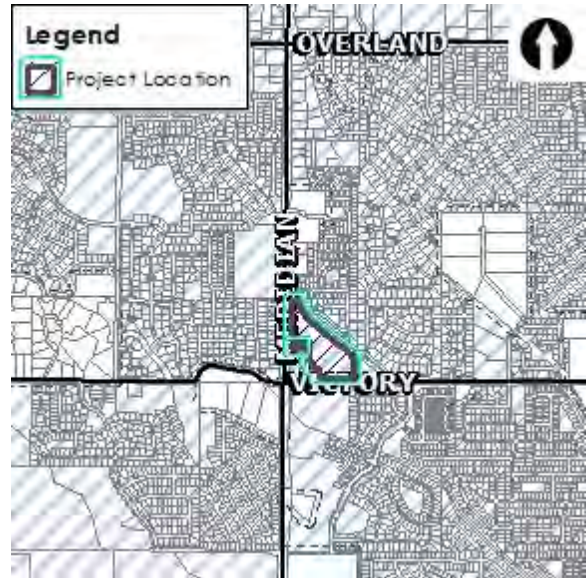
HEARING DATE: 3/22/2022

TO: Mayor & City Council

FROM: Alan Tiefenbach, Associate Planner
208-884-5533

SUBJECT: SHP-2022-0002
Victory Commons Condominiums

LOCATION: The site is located at 2976 S. Meridian Rd., in the southwest ¼ of Section 19, T.3N. R.1E.



I. PROJECT DESCRIPTION

Short plat to condominiumize an existing building to create ten (10) units for ownership purposes, by BVA Development.

II. APPLICANT INFORMATION

- A. Applicant:
Jackson Cleverley, BVA Development – 2775 W. Navigator Dr, Meridian, ID 83642
- B. Owner:
BVA Victory Commons Flex No 1 LLC - PO Box 51298, Idaho Falls, Idaho 83405
- C. Representative:
Same as Applicant

III. NOTICING

	City Council Posting Date
Legal notice published in newspaper	3/6/2022
Radius notice mailed to property owners within 500 feet	3/7/2022
Posted to Next Door	3/8/2022

IV. STAFF ANALYSIS

The subject property contains an existing 29,600 sq. ft. flex building which was approved by Certificate of Zoning Compliance in April of 2020 (A-2020-0007). At the time the CZC was approved, the property was being constructed on a lot that was platted with the Mussell Corner Subdivision.

In June of 2020, the property was replatted as Lot 4, Block 1 of Victory Commons Subdivision (H-2020-0086). In March of 2022, the lot was reconfigured as Lot 4, Block 2 of Victory Commons Subdivision No. 2 (H-2021-0054).

The present proposal is to condominiumize the existing building into 10 units of air space. The individual unit spaces can be seen on Page 2 of the short plat shown in Section VI.A.

Staff has reviewed the proposed short plat for substantial compliance with the criteria set forth in UDC 11-6B-5A.2 and deems the short plat to be in compliance with said requirements.

V. DECISION

A. Staff:

Staff recommends approval of the proposed short plat with the conditions noted in Section VII of this report and in accord with the findings in Section VIII.

B. The Meridian City Council heard these items on March 22, 2022. At the public hearing, the Council moved to approve the subject short plat request.

1. Summary of the City Council public hearing:

- a. In favor: Tom Peterson
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. One citizen testified with concerns regarding traffic and construction impacts of the Victory Commons development.

3. Key issue(s) of discussion by City Council:

- a. None

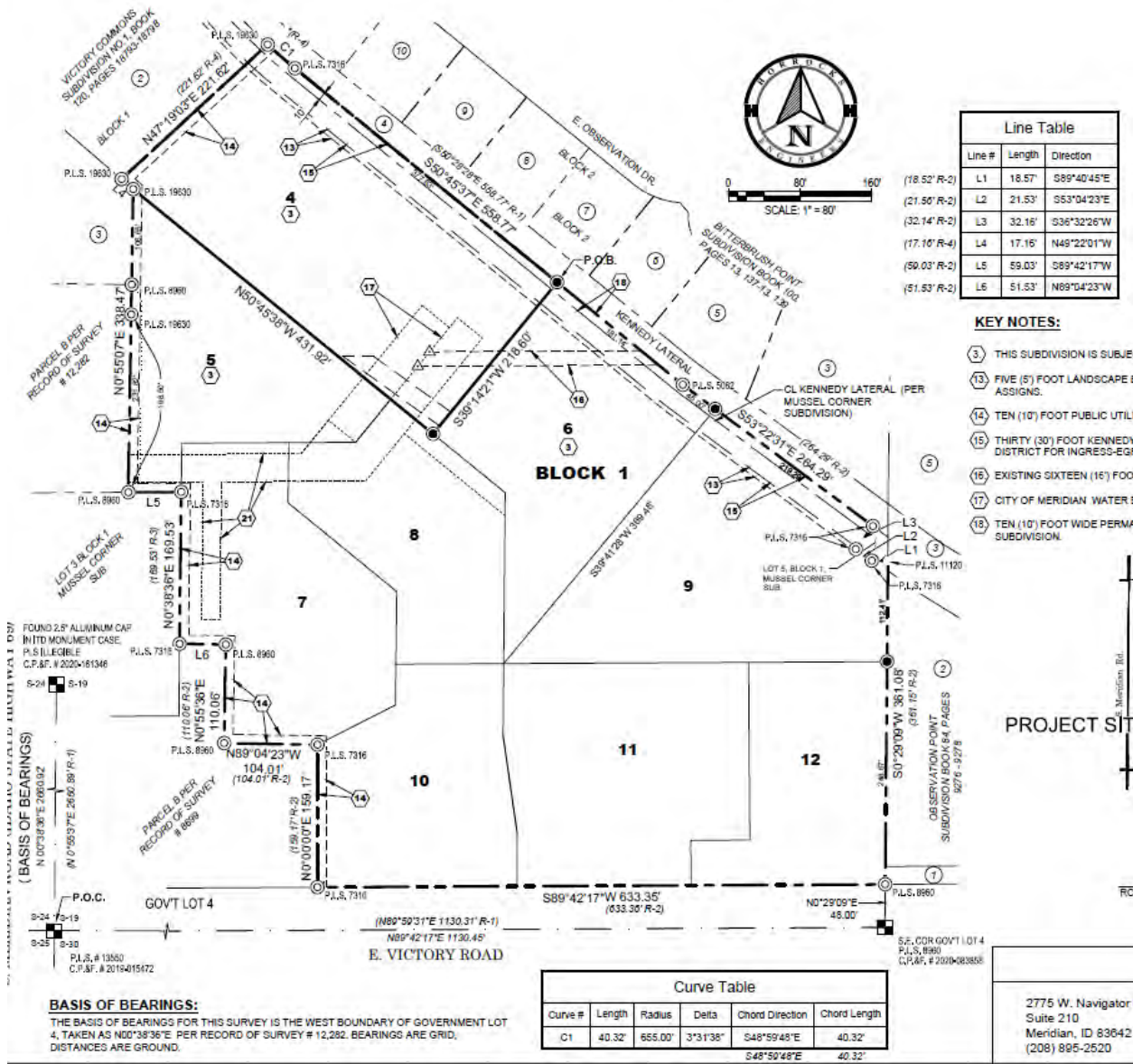
4. City Council change(s) to Commission recommendation:

- a. None

VI. EXHIBITS

A. Short Plat (date: 11/8/2021)

-2021-



VII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

Site Specific Conditions:

1. All development shall comply with the terms of the approved preliminary plat (H-2019-0150), development agreement (Inst. 2019-119405), final plat (H-2021-0054), certificate of zoning compliance (A-2020-0007) and any future amendments to that agreement as applicable.
2. Prior to submittal for the City Engineer’s signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized, as well as the signatures of the Ada County Highway District and the Central District Health Department.
3. Staff’s failure to cite specific ordinance provisions or conditions from the previous approvals noted above does not relieve the Applicant of responsibility for compliance.

B. PUBLIC WORKS

(Common) SITE SPECIFIC CONDITIONS:

1. Developer is required to enter into a reimbursement agreement for the installation of one streetlight that was installed on Chinden Boulevard as part of the widening project. The developer is required to sign the reimbursement agreement and pay the installation amount of \$8,465.00 prior to signature of the plat.
2. No changes to public works infrastructure was shown with the application, any public works changes must be reviewed by public works engineering prior to approval or construction.

GENERAL CONDITIONS:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the

City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.

- 19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian’s standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2” x 11” map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
- 20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
- 21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer’s Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
- 23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
- 24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

VIII. REQUIRED FINDINGS FROM THE UNIFIED DEVELOPMENT CODE

In consideration of a short plat, the decision-making body shall make the following findings:

A. The plat is in conformance with the Comprehensive Plan and is consistent with the Unified Development Code;

The Comprehensive Plan designates the future land use of this property as Commercial. The current zoning district of the site is C-G. Council finds the proposed short plat complies with the Comprehensive Plan and the dimensional standards in the UDC for the C-N district.

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

Council finds that public services are adequate to serve the site.

C. The plat is in conformance with scheduled public improvements in accord with the City’s capital improvements program;

Council finds that the development will not require the expenditure of capital improvement funds. All required utilities are being provided with the development of the property at the developer's expense.

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

Council finds that the development will not require major expenditures for providing supporting services. Sewer, water, utilities and pressurized irrigation already serve the project.

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

Council finds the proposed short plat to condominiumize the existing structure will not be detrimental to the public health, safety or general welfare.

F. The development preserves significant natural, scenic or historic features.

Council is not aware of any significant natural, scenic or historic features associated with short platting the structure on this site.



AGENDA ITEM

ITEM TOPIC: Development Agreement (H-2021-0095 Inglewood Commercial) Between the City of Meridian and James Peterson for Property Located at 3330 E. Victory Rd.

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. James Peterson, Owner/Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this 17th day of March, 2022, (“ADDENDUM”), by and between **City of Meridian**, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **James Peterson**, (“OWNER/DEVELOPER”) whose address is 197 W. 4860 S.. Murray, UT 84107

RECITALS

A. OWNER/DEVELOPER has submitted an application for a Modification to the Development Agreement recorded as Instrument # 2019-124424 in Ada County Records to update the conceptual development plan to include a daycare facility instead of a retail use and removal of the 3-story office building in favor of a smaller retail/office building. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit “A”.

B. CITY and OWNER/DEVELOPER now desire to amend said Development Agreement, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded as Instrument # 2019-124424, except as specifically amended as follows:

Conceptual development plan is updated to include a daycare facility instead of a retail use and removal of the 3-story office building in favor of a smaller retail/office building as shown in the “Proposed Conceptual Development Plan” - Exhibit B of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “A”.

2. That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Addendum, and the Ordinances of the City of Meridian as herein provided.

3. This Addendum shall be binding upon and insure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including City’s corporate authorities and their successors in office. This Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale

alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

4. If any provision of this Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

6. This Addendum shall be effective as of the date herein above written.

7. Except as amended by the Addendums, all terms of the previous Agreements shall remain in full force and effect.

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this Addendum and made it effective as hereinabove provided.

OWNER/DEVELOPER:

[Signature]
James Peterson

CITY OF MERIDIAN

Attest:

Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 17th day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Peterson** known or identified to me to be the person who executed the instrument above.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public for James Peterson
Residing at: Salt Lake County
My commission expires: 03-31-2025

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission expires: _____

**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 (Inst. #2019-124424) to Update the Conceptual Development Plan to Include a Daycare Facility instead of a Retail Use and Removal of the 3-Story Office Building in Favor of a Smaller Retail/Office Building, by Gold Stream.

Case No(s). H-2021-0095

For the City Council Hearing Date of: February 22, 2022 (Findings on March 8, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of February 22, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 22, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 22, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 22, 2022, 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 February 22, 2022, 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 existing Development Agreement (Inst. #20190124424) is hereby approved per the conditions of approval in the Staff Report for the hearing date of February 22, 2022, 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. Notice of Final Action and Right to Regulatory Takings Analysis

- 1. **Please take notice** that this is a final action of the governing body of the City of Meridian. When applicable and pursuant to Idaho Code § 67-6521, any affected person being a person who has an interest in real property which may be adversely affected by the final action of the governing board may within twenty-eight (28) days after the date of this decision and order seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

F. Attached: Staff Report for the hearing date of February 22, 2022

By action of the City Council at its regular meeting held on the 8th day of March, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED


COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER TREG BERNT VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED
(TIE BREAKER)



Mayor Robert E. Simison 3-8-2022

Attest:



Chris Johnson 3-8-2022
City Clerk



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

By:  _____ Dated: 3-8-2022
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



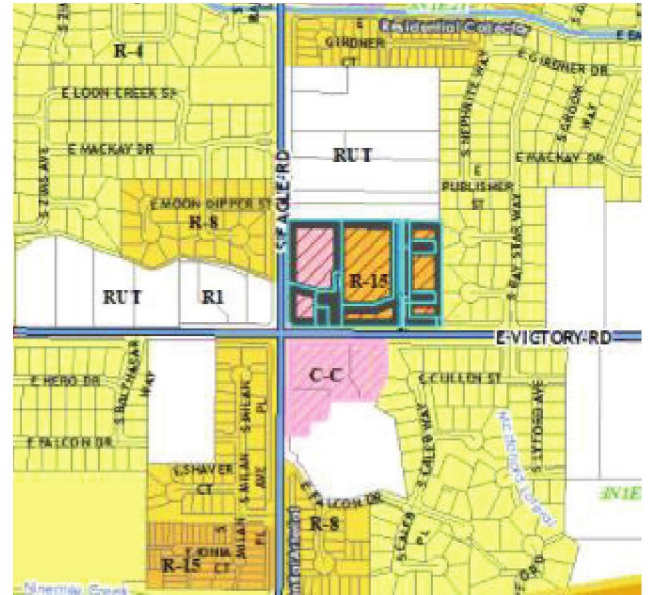
HEARING DATE: 2/22/22

TO: Mayor & City Council

FROAM: Sonya Allen, Associate Planner
208-884-5533

SUBJECT: H-2021-0095
Inglewood Commercial

LOCATION: 3330 E. Victory Rd., in the SW 1/4 of Section 21, T.3N., R.1E.



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (Inst. #2019-124424) to update the conceptual development plan to include a daycare facility instead of a retail use and removal of the 3-story office building in favor of a smaller retail/office building.

II. SUMMARY OF REPORT

- A. Applicant:
Clint Tolman, Gold Stream – 197 W. 4860 S., Murray, UT 84107
- B. Owner:
James Petersen – 197 W. 4860 S., Murray, UT 84107
- C. Representative:
Emily Muller, Gold Stream – 197 W. 4860 S., Murray, UT 84107

III. NOTICING

	City Council Posting Date
Notification published in newspaper	2/6/2022
Notification mailed to property owners within 300 feet	2/3/2022

EXHIBIT A

Applicant posted public hearing notice on site	2/11/2022
Nextdoor posting	2/3/2022

IV. STAFF ANALYSIS

The Applicant proposes to modify the existing Development Agreement (DA) (H-2019-0099, Inst. #2019-124424) in effect for this property to update the conceptual development plan approved for the overall development.

The existing conceptual development plan depicts a mix of uses including a 3-story nursing/residential care facility with independent living, assisted living and memory care in the center of the development with single-family attached homes for independent living to the east; a 12,300 square foot (s.f.) 3-story office is depicted on the west side of the senior living facility; and retail/commercial uses are depicted on the 3 pads along S. Eagle Rd. (see plan in Section VI.A).

No changes to the retirement community or the two retail/commercial building pads at the southwest corner of the site are proposed, except to enlarge the northern building pad and include office as a possible use. The pad at the southwest corner of the site is planned to develop with a drive-through restaurant (i.e. coffee shop) with indoor and outdoor seating. The 3-story office building is proposed to be removed as there is not adequate space for the building and there is a sewer easement in the middle of the roadway and through where the building is depicted; and a daycare is proposed in place of the northern retail pad (see plan in Section VI.B). The Applicant’s narrative states that walkways are planned from the daycare to the senior living as part of the plan is for children to visit the seniors.

The proposed development plan, which includes a mix of residential and commercial (retail/office/restaurant/daycare) uses, demonstrates compliance with the Mixed Use – Community (MU-C) Future Land Use Map (FLUM) designation in the Comprehensive Plan for this site. The proposed uses will provide employment opportunities and services for those living nearby.

The existing DA provisions will ensure supportive and proportional public and/or quasi-public spaces, including but not limited to parks, plazas, outdoor gathering areas, open space, etc. is provided within the mixed use/commercial portion of the development.

V. DECISION

A. Staff:

Staff recommends approval of the modification to the DA as proposed.

B. The Meridian City Council heard this item on February 22, 2022. At the public hearing, the Council moved to approve the subject MDA request.

1. Summary of the City Council public hearing:

- a. In favor: Jim Petersen, Gold Stream
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Clint Tolman, Gold Stream (in agreement with staff report)
- e. Staff presenting application: Joe Dodson
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Existing site conditions and development plans for the overall site.

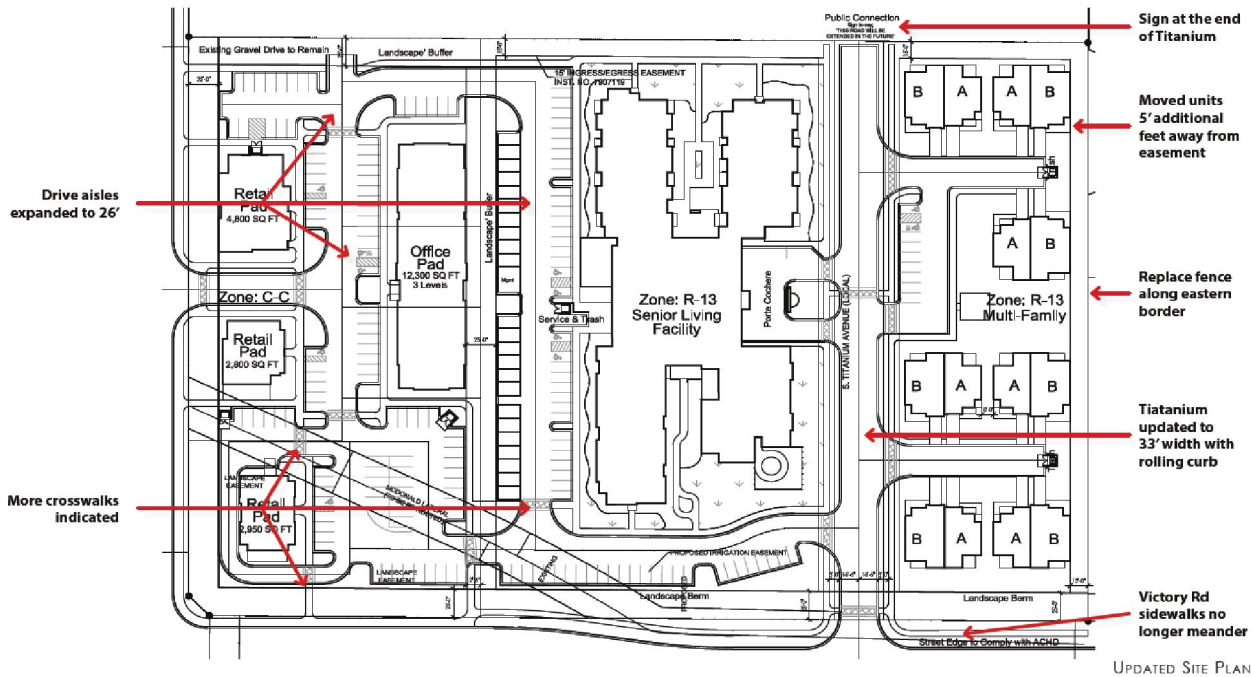
3. Key issue(s) of discussion by City Council:

EXHIBIT A

- a. Pedestrian connectivity within the site and with adjacent residential development to east (there are no pathway stubs to this site);
- b. Vehicular access for the proposed daycare facility.
- 4. City Council change(s) to Commission recommendation:
 - a. None

VI. EXHIBITS

A. Existing Conceptual Development Plan & Perspective Elevations



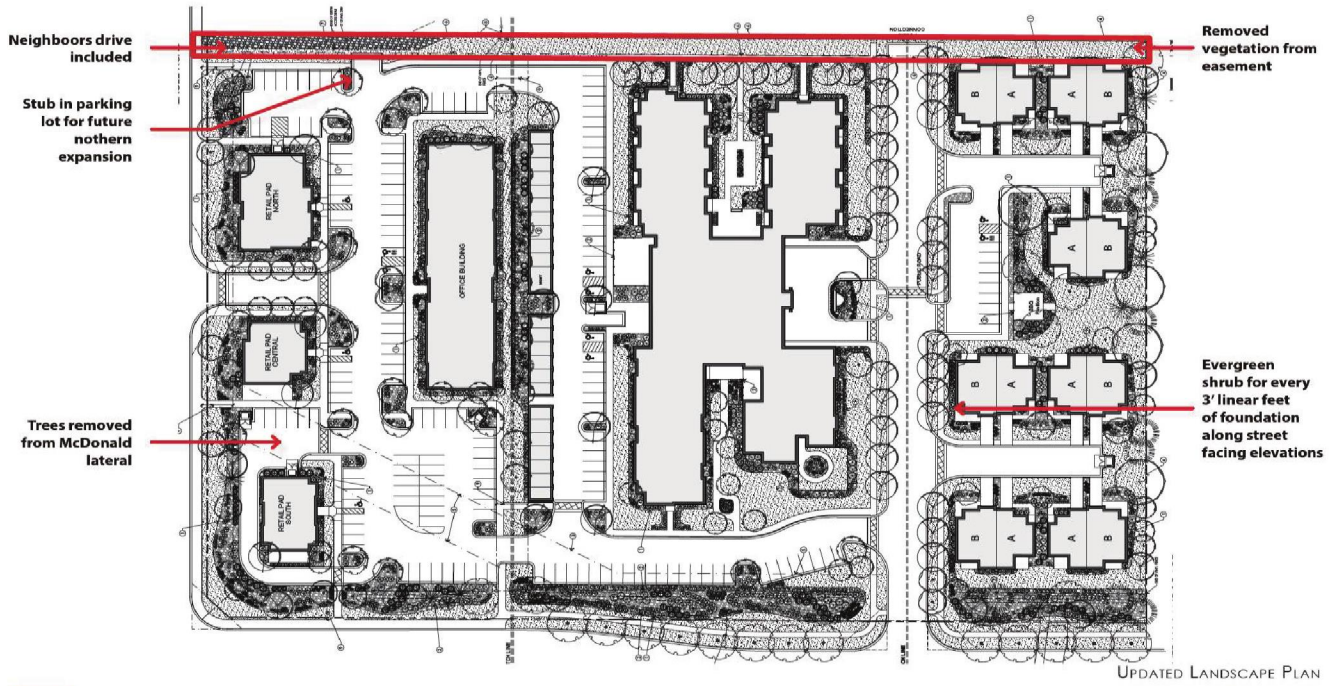
INGLEWOOD PLACE SUBDIVISION

Meridian, Idaho

UPDATED SITE PLAN

Nov 7, 2019
COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM ABOVE REPRESENTATION.

EXHIBIT A



INGLEWOOD PLACE SUBDIVISION

Meridian, Idaho

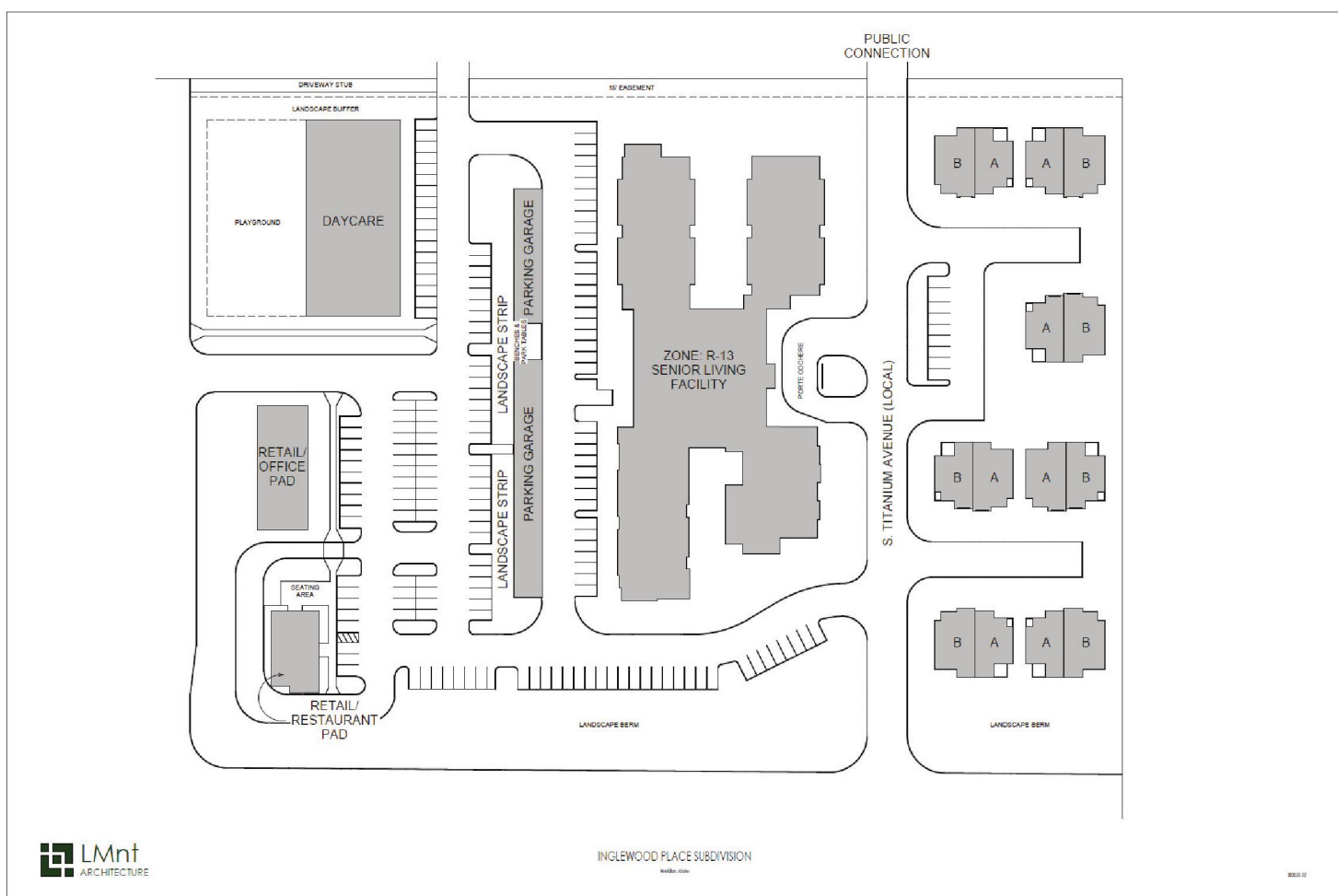
Nov 7, 2019

COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM ABOVE REPRESENTATION.



EXHIBIT A

B. Proposed Conceptual Development Plan





AGENDA ITEM

ITEM TOPIC: Development Agreement (H-2021-0101 Meridian U-Haul Moving and Storage) Between the City of Meridian and Amerco Real Estate Company for Property Located at 1230 and 1270 E. Overland Rd.

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Matthew F. Braccia, Amerco Real Estate Company, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2022, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **Matthew F. Braccia, Amerco Real Estate Company**, whose address is 2727 N. Central Avenue, Ste. 500, Phoenix, AZ 85004, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for a modification of an existing Development Agreement (Instrument # 100029704) on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council, as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council, includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 22nd day of February, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/ Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, The Property contained in Exhibit “A” shall no longer be subject to the terms of the existing Development Agreement (Inst. #100029704) or any prior development agreement and shall be bound only by the terms contained in this Agreement.
- 1.11 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

- 2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
- 3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
 - 3.2 **OWNER/DEVELOPER:** means and refers to **Matthew F. Braccia, Amerco Real Estate Company**, whose address is 2727 N. Central Avenue, Ste. 500, Phoenix, AZ 85004, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s) and/or developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. Owners/ Developer shall develop the Property in accordance with the following special conditions:

- a. Future development of this site shall comply with the site plan, landscape plan and be conceptual building elevations for the self-storage and rental facility included in Section VII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B”, and the provisions contained herein.
- b. Uses on the property shall conform with the uses codified in UDC Table 11-2B-2 and the specific use standards set forth in UDC 11-4/

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner’s/Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City’s decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer’s inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to

insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owners and/or Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Avenue
Meridian, Idaho 83642	Meridian, Idaho 83642

OWNER/DEVELOPER:
Matthew F. Braccia, Amerco Real Estate Company
2727 N. Central Avenue, Ste. 500
Phoenix, AZ 85004

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including City’s corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

21.1 No condition governing the uses and/or conditions governing re-zoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

OWNERS/DEVELOPER:
Matthew F. Braccia, Amerco Real Estate Company

[Handwritten signature of Matthew F. Braccia]

CITY OF MERIDIAN

ATTEST:

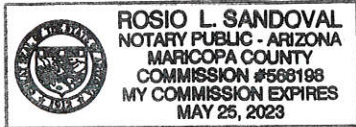
By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF Arizona)
IDAHO)
County of Maricopa) : ss:

On this 17th day of march, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Matthew F. Braccia**, known or identified to me to be the President of **Amerco Real Estate Company**. and the person who signed above and acknowledged to me that he executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Handwritten signature]
Notary Public for Arizona
Residing at: Maricopa County
My Commission Expires: 05/25/2023

STATE OF IDAHO)
) : ss
County of Ada)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _____
Commission expires: _____

EXHIBIT A

Item #23.

A. Development Agreement Legal Description and Exhibit Map (date: 10/1/2021)

LOT 1 IN BLOCK 1 OF PACK IT UP SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 84 OF PLATS AT PAGES 9360 AND 9361, RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:

A PARCEL OF LAND BEING ALL OF LOT 3, AND A PORTION OF LOT 2, BLOCK 1 OF PACK IT UP SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND ALSO SHOWN AS PARCEL "B" ON RECORD OF SURVEY NO. 6228, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18, FROM WHICH THE SOUTHERLY QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°44'18" WEST, 2649.09 FEET, THENCE

SOUTH 89°44'18" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 18 AND THE CENTERLINE OF WEST OVERLAND ROAD FOR A DISTANCE OF 1097.27 FEET; THENCE LEAVING SAID BOUNDARY AND CENTERLINE NORTH 00°28'51" EAST FOR A DISTANCE OF 49.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST OVERLAND ROAD AND THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 OF PACK IT UP SUBDIVISION, BEING THE REAL POINT OF BEGINNING; THENCE

NORTH 00°28'51" EAST ALONG THE WEST BOUNDARY OF SAID LOT 3 EXTENDED FOR A DISTANCE OF 165.40 FEET; THENCE

SOUTH 89°31'09" EAST FOR A DISTANCE OF 195.56 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE

SOUTH 00°28'51" WEST ALONG THE EAST BOUNDARY OF SAID LOT 3 FOR A DISTANCE OF 162.87 FEET; THENCE

SOUTH 89°44'18" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 3 FOR A DISTANCE OF 195.57 FEET TO THE REAL POINT OF BEGINNING.

PARCEL III:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, OF SWINDELL SUBDIVISION, A RECORDED SUBDIVISION ON FILE IN BOOK 113 OF PLATS AT PAGES 16506 THROUGH 16510, RECORDS OF ADA COUNTY, IDAHO, AND A PORTION OF LOT 2, BLOCK 1, OF PACK IT UP SUBDIVISION, A RECORDED SUBDIVISION ON FILE IN BOOK 84 OF PLATS AT PAGES 9360 AND 9361, RECORDS OF ADA COUNTY, IDAHO, SITUATED IN THE

SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, AND AS SHOWN ON RECORD OF SURVEY INSTRUMENT NUMBER 2020-172777, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1, BLOCK 1, OF SWINDELL SUBDIVISION;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1 NORTH 29°04'02" WEST 183.41 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2, BLOCK 1, OF PACK IT UP SUBDIVISION;

THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY EXTENSION THEREOF NORTH 89°32'27" WEST 358.06 FEET;

THENCE SOUTH 0°27'33" WEST 165.40 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OVERLAND ROAD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 89°43'00" WEST 30.00 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID SOUTHERLY BOUNDARY OF LOT 2 NORTH 0°27'33" EAST 165.79 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY NORTH 89°32'27" WEST 209.44 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2;

THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG SAID WESTERLY BOUNDARY NORTH 0°27'33" EAST 493.50 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 2;

THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY NORTH 51°25'14" EAST 21.83 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY SOUTH 68°23'15" EAST 410.39 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1, BLOCK 1, OF SWINDELL SUBDIVISION;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF LOT 2 AND ALONG SAID NORTHERLY BOUNDARY OF LOT 1 SOUTH 84°24'55" EAST 51.53 FEET TO THE WESTERLY RIGHT-OF-WAY OF LABOR WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 6 COURSES:

ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT 75.64 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET; A CENTRAL ANGLE OF 69°33'57", AND A CHORD BEARING SOUTH 25°20'13" EAST 71.03 FEET;

THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT 18.01 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET; A CENTRAL ANGLE OF 51°35'10", AND A CHORD BEARING SOUTH 38°29'37" EAST 17.40 FEET;

THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT 28.49 FEET, SAID CURVE HAVING A RADIUS OF 102.00 FEET; A CENTRAL ANGLE OF 16°00'03", AND A CHORD BEARING SOUTH 20°42'03" EAST 28.39 FEET;

THENCE SOUTH 28°42'04" EAST 355.66 FEET;

THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT 74.20 FEET, SAID CURVE HAVING A RADIUS OF 173.00 FEET A CENTRAL ANGLE OF 24°34'21", AND A CHORD BEARING SOUTH 16°24'54" EAST 73.63 FEET;

THENCE SOUTH 34°07'17" WEST 25.82 FEET TO THE POINT OF BEGINNING.

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



In the Matter of the Request for a Development Agreement Modification to Enter into a New Development Agreement to Allow Self-Storage, Vehicle and Equipment Rental of Vehicles and Equipment with Outdoor Display, and Ancillary Retail on 6.86 acres in the C-G Zoning District, by Gurnoor Kaur, Amerco Real Estate Company.

Case No(s). H-2021-0101

For the City Council Hearing Date of: February 8, 2022 (Findings on February 22, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of February 8, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 8, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 8, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 8, 2022, 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 February 8, 2022, 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 development agreement modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of February 8, 2022, 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. Notice of Final Action and Right to Regulatory Takings Analysis

- 1. **Please take notice** that this is a final action of the governing body of the City of Meridian. When applicable and pursuant to Idaho Code § 67-6521, any affected person being a person who has an interest in real property which may be adversely affected by the final action of the governing board may within twenty-eight (28) days after the date of this decision and order seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

F. Attached: Staff Report for the hearing date of February 8, 2022

By action of the City Council at its regular meeting held on the 22 day of February, 2022

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

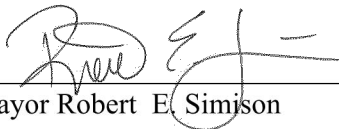
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER TREG BERNT VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



Mayor Robert E. Simison 2-22-2022

Attest:



Chris Johnson 2-22-2022
City Clerk



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


By:  _____ Dated: 2-22-2022
City Clerk's Office

EXHIBIT A

Item #23.

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



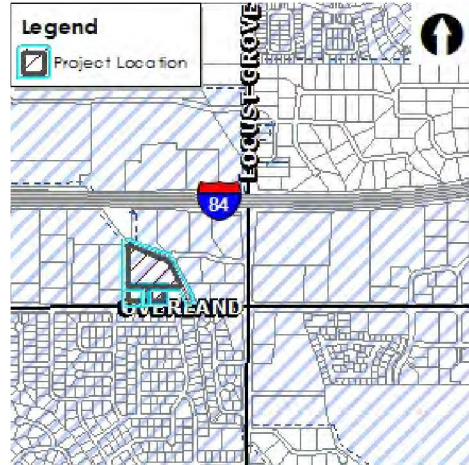
HEARING DATE: 2/8/2022

TO: Mayor & City Council

FROM: Alan Tiefenbach, Associate Planner

SUBJECT: H-2021-0101
Meridian U-Haul Moving and Storage

LOCATION: 1230 and 1270 E. Overland Rd. and Parcel # R8257510015, at the northwest corner of E. Overland Rd and S. Locust Grove Rd.



I. PROJECT DESCRIPTION

Request for a Development Agreement Modification to enter into a new development agreement to allow self-storage, vehicle and equipment rental of vehicles and equipment with outdoor display, and ancillary retail on 6.86 acres in the C-G zoning district, by Gurnoor Kaur, Amerco Real Estate Company. A conditional use permit is being processed concurrently with this request.

II. APPLICANT INFORMATION

- A. Applicant / Representative:
Gurnoor Kaur, Amerco Real Estate – 2727 N. Central Ave, Ste 500, Phoenix, AZ, 85004
- B. Owner:
Adler AB Owner I, LLC – 8665 W. Emerald St. Ste 200, Boise, ID, 83704

III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Notification published in newspaper	1/18/2022	
Notification mailed to property owners within 300'	1/14/2022	
Applicant posted public hearing notice sign on site	1/28/2022	
Nextdoor posting	1/14/2022	

IV. BACKGROUND

This is a proposal for a development agreement modification to allow self-storage, rental and outdoor display of vehicles and equipment, and ancillary retail to allow a U-Haul business. A conditional use is being processed concurrently with this request through the Planning Commission.

The property consists of three lots totaling 6.86 acres. It was annexed into the City in 1999 as the Overland Storage Annexation (AZ-99-018, DA Instr. # 100029704, Preliminary Plat PP-99-015). The development agreement allows only the construction, development and use of a self-service storage facility consisting of eight buildings of various sizes and one caretaker unit pursuant a conditional use permit. A Conditional Use Permit (CUP-99-033) was approved for this use in October of 1999 and a final plat was recorded in 2002 (Pack it Up Subdivision, FP-00-005). There was also a parcel boundary adjustment approved in 2021 to allow consolidation of properties (PBA 2020-0006). The approved self-storage facility was never developed.

Staff and the applicant have had numerous discussions regarding the location of a new facility, and due to the location, surrounding uses, and C-G zoning this particular location was selected. However, in addition to self-storage, as is typical for a U-Haul facility, the applicant intends to display U-Haul trucks and equipment for rental. A conditional use permit is required for these uses in the C-G zone district. As the existing development agreement is very specific to allowed uses, the applicant is also pursuing a request through the City Council for a development agreement modification to allow the outdoor display and ancillary retail.

V. ANALYSIS

Existing Development Agreement

Section 4.1 (Uses Permitted by This Agreement) of the Overland Storage Development Agreement reads as follows:

“The construction, development, use, and maintenance of a ministorage facility consisting of eight buildings of various sizes and one caretaker unit which development shall be pursuant to the City's Planned Unit Development procedures and pursuant to the conditional use permit process, in which process conditions shall be provided for but are herein not limited to landscape/common area requirements, right-of-way dedication prior to submitting for building permits, signage restrictions, and bike lanes.”

Section 6.1.1 (Conditions Governing Development of the Subject Property) lists the same allowance, with the clarification that “ministorage buildings of various sizes not to exceed 80,430 sq. ft. in total” are allowed.

The applicant proposes to modify Section 4.1 as such:

“The uses allowed pursuant to this Agreement are those uses allowed under City’s Zoning Ordinance ___ codified at Section 11-2B-2 and Complied Ordinances of the City of Meridian and further limited to:

The construction, development, use, and maintenance of a ministorage facility consisting of **at least** eight buildings of various sizes; a caretaker unit, **an interior climatized self-service storage facility with a related retail sales showroom, outside self-storage facility, a warehouse and, vehicle (truck and trailer) rentals with outdoor display;** which development shall be pursuant to the City's Planned Unit Development procedures and pursuant to the conditional use permit process, in which process conditions shall be provided for but are herein not limited to landscape/common area requirements, right-of-dedication prior to submitting for building permits, signage restrictions, and bike lanes.”

Staff Response:

Staff notes the C-G zoning district allows vehicle sales, rental and service as a principally permitted use, equipment rental, sales and service, and self-storage facilities by conditional use, and warehousing and outdoor storage as an accessory use. Staff believes the simplest method to achieve the applicant’s intent is to terminate the existing development agreement and enter into a new development agreement that requires compliance with the submitted site plan, landscape plan and building elevations.

VI. DECISION

A. Staff:

Staff recommends the City Council approve termination of the Overland Storage Development Agreement (Instr. # 100029704) and establishment of a new development agreement to include the following provisions:

1. Future development of the site shall comply with the site plan, landscape plan and conceptual building elevations for the self-storage and rental facility included in Section VII. and the provisions contained herein.
2. Uses on the property shall conform with the uses codified in UDC Table 11-2B-2 and the specific use standards set forth in UDC 11-4.

B. The Meridian City Council heard this item on February 8, 2022. At the public hearing, the Council moved to approve the subject development agreement modification request.

1. Summary of the City Council public hearing:
 - a. In favor: Gurnoor Kaur
 - b. In opposition: None
 - c. Commenting: Gurnoor Kaur
 - d. Written testimony: None
 - e. Staff presenting application: Alan Tiefenbach
 - 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

VII. EXHIBITS

A. Development Agreement Legal Description and Exhibit Map (date: 10/1/2021)

PARCEL I:

LOT 1 IN BLOCK 1 OF PACK IT UP SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 84 OF PLATS AT PAGES 9360 AND 9361, RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:

A PARCEL OF LAND BEING ALL OF LOT 3, AND A PORTION OF LOT 2 IN BLOCK 1 OF PACK IT UP SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND ALSO SHOWN AS PARCEL "B" ON RECORD OF SURVEY NO. 6228, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°44'18" WEST, 2649.09 FEET, THENCE

SOUTH 89°44'18" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 18 AND THE CENTERLINE OF WEST OVERLAND ROAD FOR A DISTANCE OF 1097.27 FEET; THENCE LEAVING SAID BOUNDARY AND CENTERLINE NORTH 00°28'51" EAST FOR A DISTANCE OF 48.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST OVERLAND ROAD AND THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 OF PACK IT UP SUBDIVISION, BEING THE REAL POINT OF BEGINNING; THENCE

NORTH 00°28'51" EAST ALONG THE WEST BOUNDARY OF SAID LOT 3 EXTENDED FOR A DISTANCE OF 165.40 FEET; THENCE

SOUTH 89°31'09" EAST FOR A DISTANCE OF 195.56 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE

SOUTH 00°28'51" WEST ALONG THE EAST BOUNDARY OF SAID LOT 3 FOR A DISTANCE OF 162.87 FEET; THENCE

SOUTH 89°44'18" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 3 FOR A DISTANCE OF 195.57 FEET TO THE REAL POINT OF BEGINNING.

PARCEL III:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, OF SWINDELL SUBDIVISION, A RECORDED SUBDIVISION ON FILE IN BOOK 113 OF PLATS AT PAGES 16506 THROUGH 16510, RECORDS OF ADA COUNTY, IDAHO, AND A PORTION OF LOT 2, BLOCK 1, OF PACK IT UP SUBDIVISION, A RECORDED SUBDIVISION ON FILE IN BOOK 84 OF PLATS AT PAGES 9360 AND 9361, RECORDS OF ADA COUNTY, IDAHO, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, AND AS SHOWN ON RECORD OF SURVEY INSTRUMENT NUMBER 2020-172777, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1, BLOCK 1, OF SWINDELL SUBDIVISION;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1 NORTH 29°04'02" WEST 183.41 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2, BLOCK 1, OF PACK IT UP SUBDIVISION;

THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY EXTENSION THEREOF NORTH 89°32'27" WEST 358.06 FEET;

THENCE SOUTH 0°27'33" WEST 165.40 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OVERLAND ROAD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 89°43'00" WEST 30.00 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID SOUTHERLY BOUNDARY OF LOT 2 NORTH 0°27'33" EAST 165.79 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY NORTH 89°32'27" WEST 209.44 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2;

THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG SAID WESTERLY BOUNDARY NORTH 0°27'33" EAST 483.50 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 2;

THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY NORTH 51°25'14" EAST 21.83 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY SOUTH 68°23'15" EAST 410.39 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1, BLOCK 1, OF SWINDELL SUBDIVISION;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF LOT 2 AND ALONG SAID NORTHERLY BOUNDARY OF LOT 1 SOUTH 84°24'55" EAST 51.53 FEET TO THE WESTERLY RIGHT-OF-WAY OF LABRADOR WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 6 COURSES:

ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT 75.64 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET; A CENTRAL ANGLE OF 69°53'57", AND A CHORD BEARING SOUTH 29°20'13" EAST 71.03 FEET;

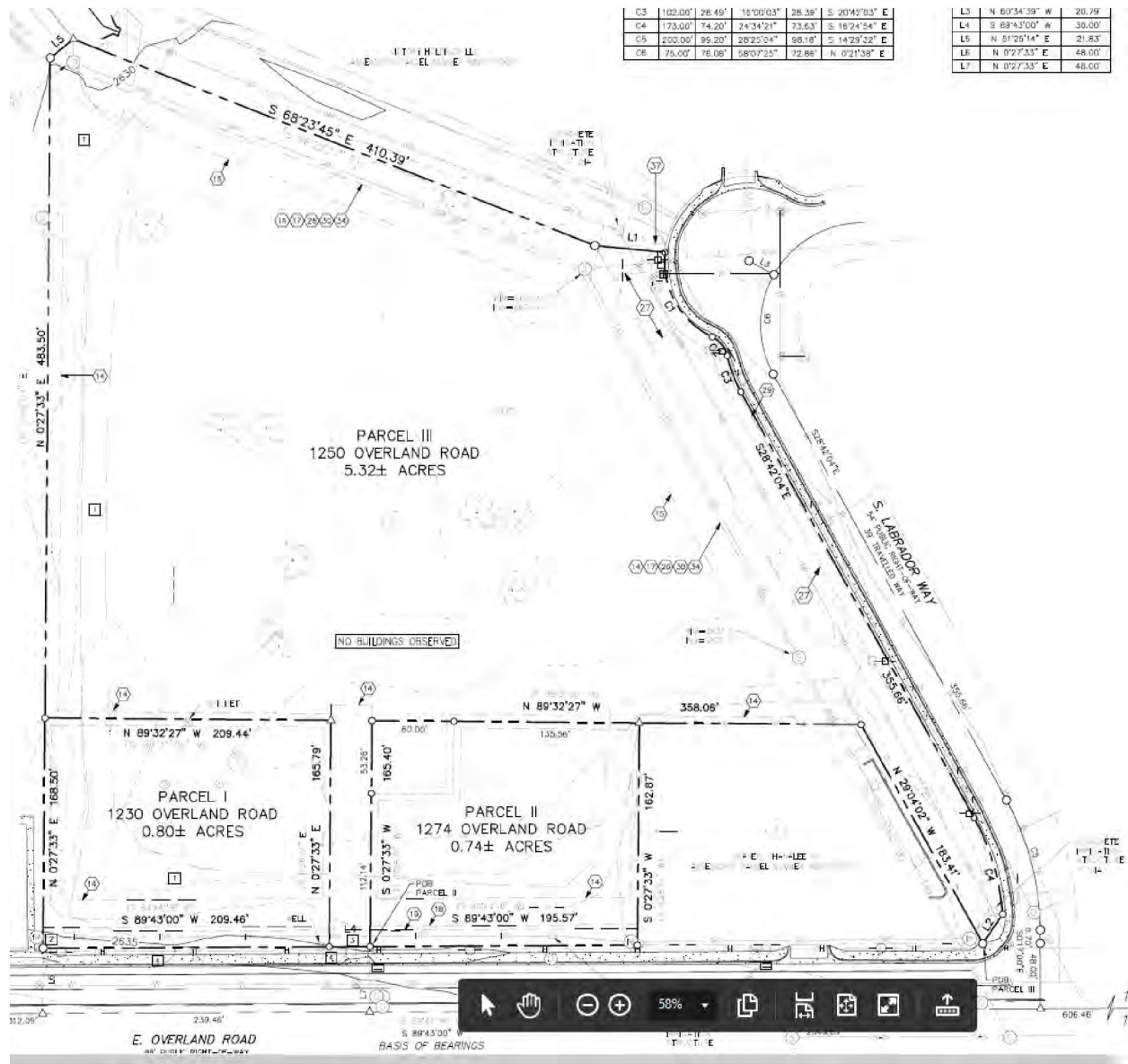
THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT 18.01 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET; A CENTRAL ANGLE OF 51°35'10", AND A CHORD BEARING SOUTH 38°29'37" EAST 17.40 FEET;

THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT 28.49 FEET, SAID CURVE HAVING A RADIUS OF 102.00 FEET; A CENTRAL ANGLE OF 16°00'03", AND A CHORD BEARING SOUTH 20°42'03" EAST 28.39 FEET;

THENCE SOUTH 28°42'04" EAST 355.66 FEET;

THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT 74.20 FEET, SAID CURVE HAVING A RADIUS OF 173.00 FEET A CENTRAL ANGLE OF 24°34'21", AND A CHORD BEARING SOUTH 16°24'54" EAST 73.63 FEET;

THENCE SOUTH 34°07'17" WEST 25.82 FEET TO THE POINT OF BEGINNING.



B. Existing Development Agreement Language

USES PERMITTED BY THIS AGREEMENT:

- 4.1 The uses allowed pursuant to this Agreement are those uses allowed under "City"'s Zoning Ordinance __ codified at Section 11-2-408 B 11 Revised and Complied Ordinances of the City of Meridian and further limited to:

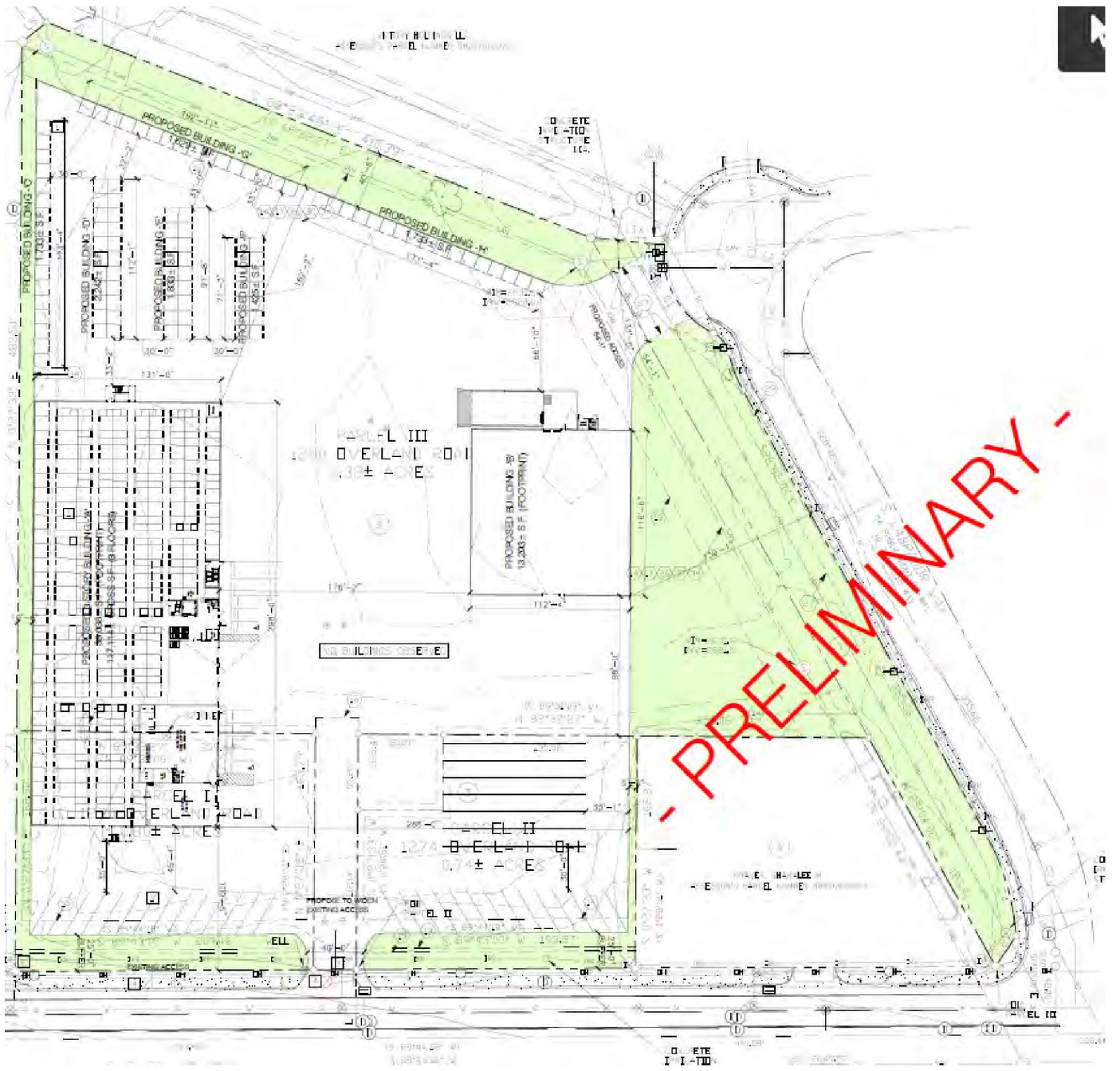
The construction, development, use, and maintenance of a ministorage facility consisting of eight buildings of various sizes and one caretaker unit which development shall be pursuant to the City's Planned Unit Development procedures and pursuant to the conditional use permit process, in which process conditions shall be provided for but are herein not limited to landscape/common area requirements, right-of-way dedication prior to submitting for building permits, signage restrictions, and bike lanes.

6. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

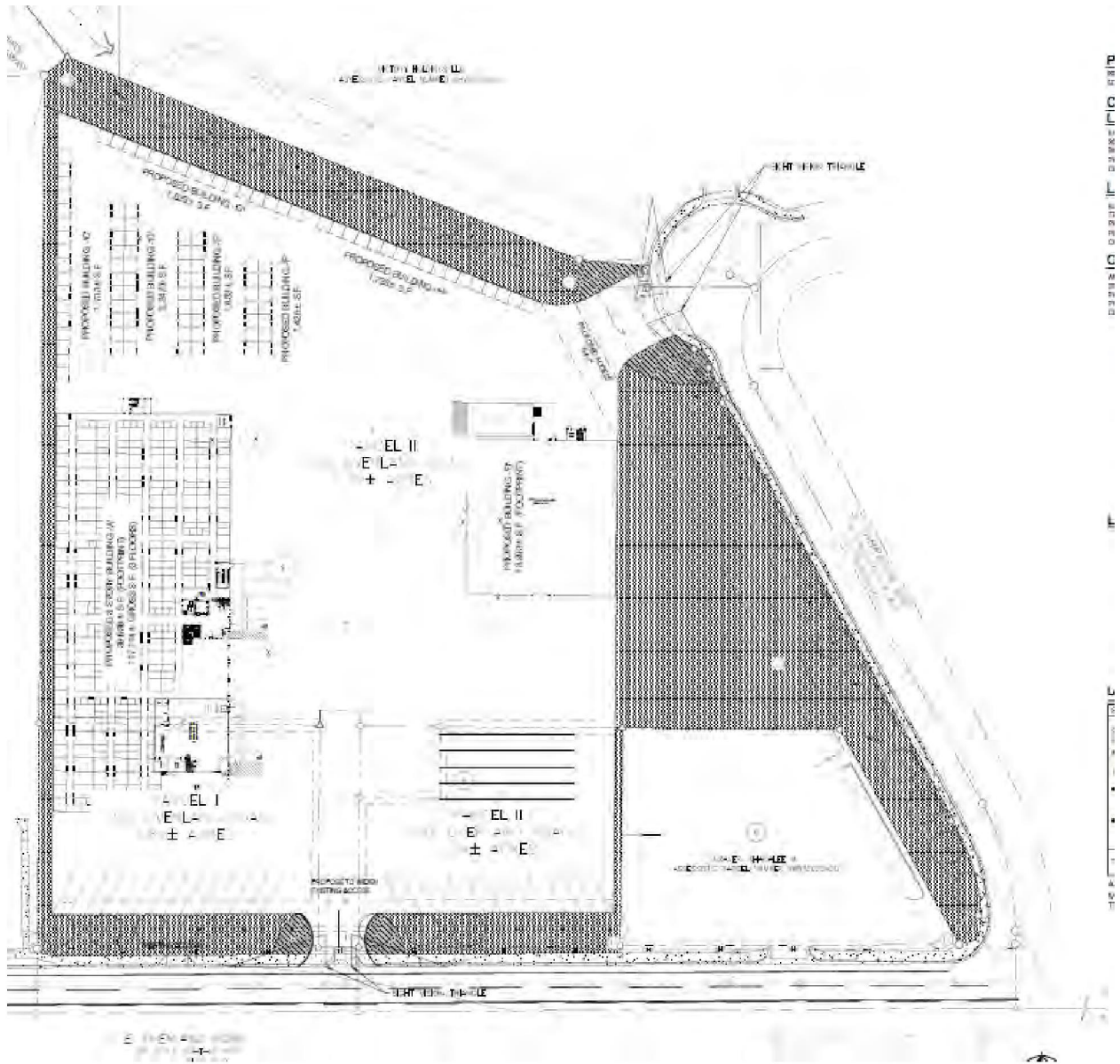
- 6.1 "Developer" shall develop the "Property" in accordance with the following special conditions:

- 6.1.1 The construction, development, use, and maintenance of a ministorage facility consisting of ministorage buildings of various sizes not to exceed 80,430 square feet in total of all such buildings and one caretaker unit which development shall be pursuant to the City's Planned Unit Development procedures and pursuant to the conditional use permit process, in which process conditions shall be provided for but are herein not limited to landscape/common area requirements, right-of-way dedication prior to submitting for building permits, signage restrictions, and bike lanes.

C. Site Plan / Landscape Plan (date: 8/12/2021)



D. Landscape Plan (date: November 12, 20210)



E. Building Elevations (date: 6/1/2021)



1230-1230 E. Overland Rd. Meridian, ID 83042



EAST ELEVATION: BUILDING A
Scale: 1" = 25'



SOUTH ELEVATION: BUILDING A
Scale: 1" = 25'



NORTH ELEVATION: BUILDING A
Scale: 1" = 25'



WEST ELEVATION: BUILDING A
Scale: 1" = 25'

Item #23.



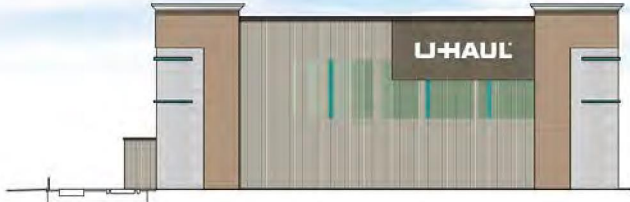
SOUTH ELEVATION: BUILDING B
Scale: 1" = 20'



EAST ELEVATION: BUILDING B
Scale: 1" = 20'



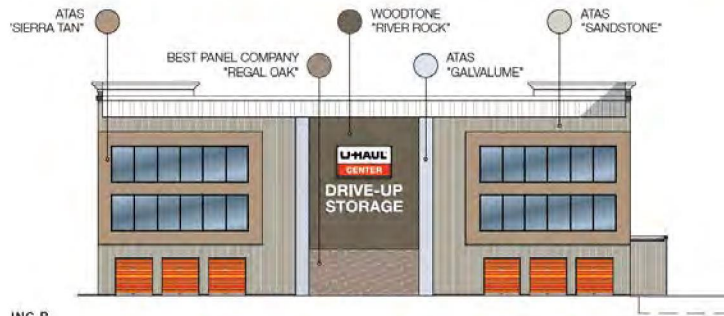
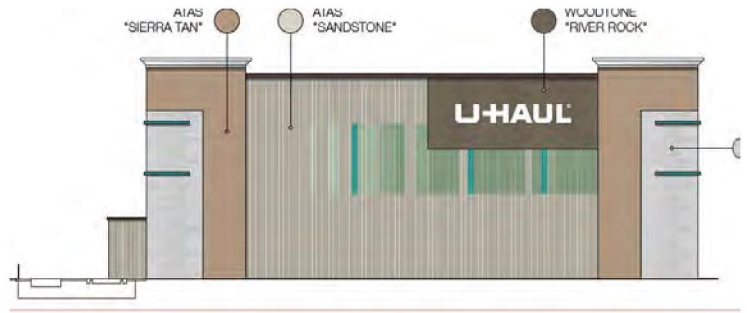
NORTH ELEVATION: BUILDING B
Scale: 1" = 20'



WEST ELEVATION: BUILDING B
Scale: 1" = 20'



.SOUTH & NORTH ELEVATIONS



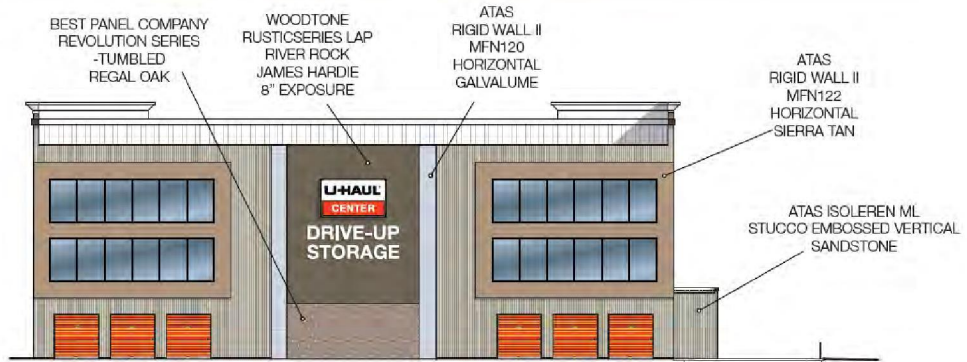
.EAST & WEST ELEVATIONS



Item #23.



SOUTH ELEVATION: BUILDING B
Scale: 1/16" = 1'



EAST ELEVATION: BUILDING B
Scale: 1/16" = 1'



AGENDA ITEM

ITEM TOPIC: Development Agreement (H-2021-0052 Bright Star Care Meridian) Between the City of Meridian and Brightstar Meridian Road, LLC for Property Located at 3336 and 3340 N. Meridian Rd.

DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. Brightstar Meridian Road, LLC, Owner/Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 24th day of March, 2022, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **Brightstar Meridian Road, LLC** whose address 500 E. Shore Dr., Suite 120, Eagle, ID 83616, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for a Modification of a Development Agreement to remove the property listed in Exhibit “A” from the existing Sundance Subdivision Development Agreements (Inst. #102056126 and #106133465) and be bound by this new Agreement under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before the Meridian City Council, as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before the City Council, includes responses of government subdivisions providing

services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 28th day of September, 2021, the Meridian City Council approved certain Revised Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/ Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, The property listed in Exhibit “A” shall no longer be subject to the terms of the existing Development Agreements (Inst. # 102056126 and 106133465) and shall be bound by the terms contained herein in this new agreement.
- 1.11 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

3.2 **OWNER/DEVELOPER:** means and refers to **Brightstar Meridian Road, LLC**, whose address is 500 E. Shore Dr., Suite 120, Eagle, ID 83616 hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s) and/or developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit "A" describing a bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1 Owners/ Developer shall develop the Property in accordance with the following special conditions:

- a. The Property is approved to develop with a nursing and residential care facility. The applicant shall substantially comply with the site plan, landscape plan and building elevations approved with conditional use permit (H-2021-0040).
- b. The applicant shall be allowed to construct a 10-foot wide landscape buffer along the northern boundary of the site as shown in Exhibit B of the Staff Report attached to the Findings of Fact and Conclusions of Law, attached hereto.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** Either party's failure to faithfully comply with all of the terms and conditions included in this Agreement shall constitute default under this Agreement.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this Agreement, Owners/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence

and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice as described in Section 7.2, Owner/Developer shall be deemed to have consented to modification of this Agreement and de-annexation and reversal of the zoning designations described herein, solely against the offending portion of Property and upon City’s compliance with all applicable laws, ordinances and rules, including any applicable provisions of Idaho Code §§ 67-6509 and 67-6511. Owner/Developer reserve all rights to contest whether a default has occurred. This Agreement shall be enforceable in the Fourth Judicial District Court in Ada County by either City or Owner and/or Developer, or by any successor or successors in title or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the specific performance of the covenants, agreements, conditions, and obligations contained herein.

7.4 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.5 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer’s inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owners and/or Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave. Meridian,	33 E. Broadway Avenue
Idaho 83642	Meridian, Idaho 83642

OWNER/DEVELOPER:
Brightstar Meridian Rd, LLC
500 E. Shore Dr., Suite 120
Eagle, ID 83616

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

21.1 No condition governing the uses and/or conditions governing re-zoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[end of text; signatures, acknowledgements, and Exhibits A and B follow]



T-O ENGINEERS

Project No: 05161
Date: February 3, 2010
Page: 1 of 1

EXHIBIT "A"
Parcel A – Description

A parcel of land being a portion of Lot 47, Block 7 of SUNDANCE SUBDIVISION No. 5, filed in Book 98 of Plats at Pages 12523-12526, in the Office of the Ada County Recorder, located in the SW ¼ of Section 31, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and as shown on Record of Survey No. 8756, filed as Instrument No.110034523, being more particularly described as follows:

BEGINNING at the northwesterly corner of Lot 47, Block 7 of said subdivision; thence, along the northerly line of said Lot 47,

1. S.89°08'33"E., 101.48 feet; thence, leaving said northerly line,
2. S.00°51'50"W., 88.09 feet to the southerly line of said Lot 47; thence, along said southerly line,
3. N.89°08'10"W., 101.48 feet to the southwesterly corner of said Lot 47; thence, along the westerly line of said Lot 47,
4. N.00°51'50"E., 88.08 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.205 Acres, more or less.
SUBJECT TO: All Covenants, Rights, Rights-of Way and Easements of Record.



H:\05161\WPfiles\SURVEY\PBA PARCEL DESCRIPTIONS\PARCEL A.doc

9777 Chinden Boulevard Boise, ID 83714 Phone (208) 323-2288 Fax (208) 323-2399 info@to-engineers.com to-engineers.com
Aviation | Transportation | Land Development | Landscape Architecture | Municipal | Water Resources | Surveying



T-O ENGINEERS

Project No: 05161
Date: February 3, 2010
Page: 1 of 1

EXHIBIT "A"
Parcel B – Description

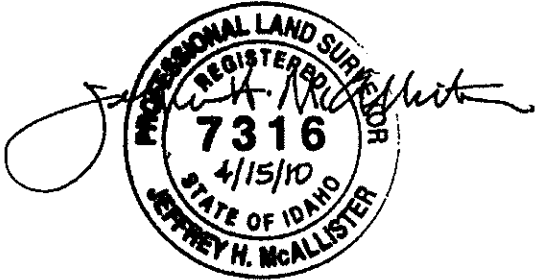
A parcel of land being a portion of Lots 46 and 47, Block 7 of SUNDANCE SUBDIVISION No. 5, filed in Book 98 of Plats at Pages 12523-12526, in the Office of the Ada County Recorder, located in the SW ¼ of Section 31, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and as shown on Record of Survey No. 8756, filed as Instrument No.110034523, being more particularly described as follows:

COMMENCING at the northwesterly corner of Lot 47, Block 7 of said subdivision; thence, along the northerly line of said Lot 47,

- A) S.89°08'33"E., 101.48 feet to the **POINT OF BEGINNING**; thence, continuing along said northerly line,
 1. S.89°08'33"E., 60.00 feet; thence, leaving said northerly line,
 2. S.00°51'50"W., 177.90 feet to the southerly line of said Lot 46; thence, along said southerly line,
 3. N.90°00'00"W., 49.44 feet to the southwesterly corner of said Lot 46; thence, along the westerly line of said Lot 46,
 4. N.00°51'50"E., 90.55 feet to the southeasterly corner of said Lot 47; thence, along the southerly line of said Lot 47,
 5. N.89°08'10"W., 10.56 feet; thence, the southerly line of said Lot 47,
 6. N.00°51'50"E., 88.09 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.224 Acres, more or less.
SUBJECT TO: All Covenants, Rights, Rights-of Way and Easements of Record.

H:\05161\WPfiles\SURVEY\PBA PARCEL DESCRIPTIONS\PARCEL B.doc



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



In the Matter of the Request for Modification to the existing Sundance Subdivision Development Agreement and Addendum (Instrument #'s 102056126 and 106133465) to remove the subject property (Parcel A & B, ROS 8756 which is a portion of Lot 46 & all of Lot 47 of Block 7, Sundance Subdivision No. 5) for the purpose of entering a new agreement to allow a reduction to the existing 20-foot residential landscape buffer to construct 5,800 sq. ft. nursing and residential care facility consistent with the approved conditional use permit (H-2021-0040), by Hatch Design Architecture.

Case No(s). MDA H-2021-0052

For the City Council Hearing Date of: September 14, 2021 (Findings on October 5, 2021)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of September 14, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of September 14, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of September 14, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of September 14, 2021, 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 September 14, 2021, 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 Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of September 14, 2021, 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. Notice of Final Action and Right to Regulatory Takings Analysis

- 1. **Please take notice** that this is a final action of the governing body of the City of Meridian. When applicable and pursuant to Idaho Code § 67-6521, any affected person being a person who has an interest in real property which may be adversely affected by the final action of the governing board may within twenty-eight (28) days after the date of this decision and order seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

F. Attached: Staff Report for the hearing date of September 14, 2021

By action of the City Council at its regular meeting held on the 28th day of September, 2021.

COUNCIL PRESIDENT TREG BERNT VOTED AYE

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED AYE

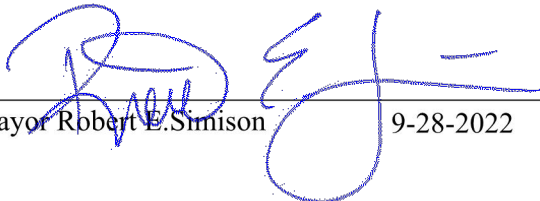
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE


COUNCIL MEMBER JOE BORTON VOTED AYE

COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



 Mayor Robert E. Simison 9-28-2022

Attest:


 Chris Johnson 9-28-2022
 City Clerk



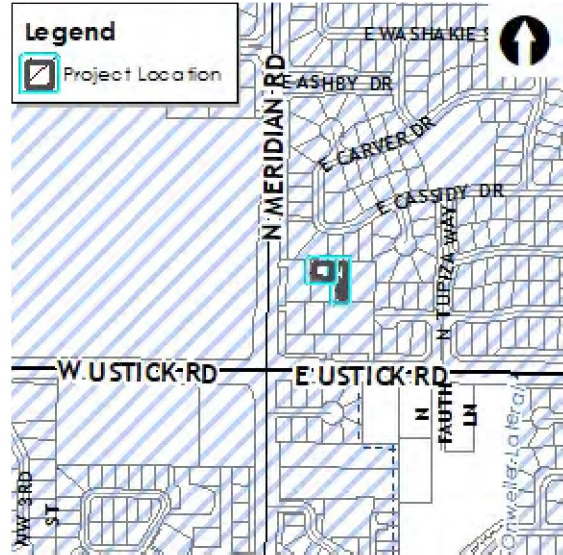
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 9-28-2022
 City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 09/14/2021
TO: Mayor & City Council
FROM: Alan Tiefenbach, Associate Planner
208-489-0573
SUBJECT: H-2021-0052
Bright Star Care Meridian MDA
LOCATION: The site is located at 3336 & 3340 N. Meridian Rd, in the SW ¼ of Section 31, Township 4N, Range 1E.



I. PROJECT DESCRIPTION

Modification to the existing Sundance Subdivision Development Agreement and Addendum (Instrument #'s 102056126 and 106133465) to remove the subject property for the purpose of entering into a new agreement to allow a reduction to the required 20-foot residential landscape buffer to construct a 5,800 sq. ft. nursing and residential care facility consistent with approved conditional use permit (H-2021-0040), by Hatch Design Architecture.

II. SUMMARY OF REPORT

- A. Applicant / Representative:
Jeff Hatch, Hatch Design Architecture - 200 W. 36th St., Boise, ID, 83714
- B. Owner:
Settler's Crossing LOC – 7761 W. Riverside Dr, Ste 100, Boise, ID, 83714

III. STAFF ANALYSIS

The subject property is presently two vacant lots comprising 0.43 acres and is within the Settlers Business Park (Sundance Subdivision No. 5). The subject property is within the Sundance Subdivision Development Agreement, originally recorded in 2002 and modified in 2006.

On July 15, 2021, the Planning Commission approved a conditional use on the subject property to allow a 5,800 sq. ft. nursing and residential care facility. The landscape plan of this facility reflected a 10' wide buffer adjacent to the residential properties to the north. However, a requirement of the Sundance Subdivision Development Agreement is that due to the single family uses abutting the boundary of the subject property, a minimum 20-foot planting strip is required along the northern property line. Because this is a requirement of the DA, it can only be reduced through action of the Council. Consequently, the Planning Commission approved the conditional use with the condition

EXHIBIT A

that the applicant either meet the 20’ residential landscape buffer requirement, or request a development agreement modification through the City Council prior to submitting a certificate of zoning compliance application. As the Sundance Subdivision Development Agreement contains several hundred residential properties as well as all the commercial properties within the Settler’s Business Park, staff recommended the applicant remove the subject properties from the existing development agreement and enter into a new development specifically for the subject property.

The applicant states that per the Settlers Business Park Property Owners Association, the original intent of this buffer requirement was to mitigate the impact of commercial properties on the adjacent residential. According to the applicant, this development is a residential type use, so the requirement was not meant to apply in this situation. The applicant added that fencing is provided between the subject property and the properties to the north, and trees are provided in the proposed buffer at approximately 12.5’ spacing, which is almost three times the density required by 11-3B-9 (requiring 35’ spacing). The applicant submitted a letter of no objection from the Settlers Business Park Property Owners Association and held a neighborhood meeting on August 17, 2021 of which there were no comments.

Because there are no objections, the applicant is providing fencing and nearly three times as much density in the landscaping, and because of the low impacts to adjacent residential associated with a nursing and residential care facility, staff does not object to the reduction in the buffer width. Staff has reviewed the requirements of the original DA and the DA addendum. As the subject property is located internally within the Settler’s Business Park and all parking, infrastructure and public improvements for the Sundance Subdivision and Settles’ Business Park have already been constructed, the only pertinent requirements of the existing DA are regarding the allowed uses and the landscape buffer.

IV. DECISION

A. Staff:

Staff recommends the City Council approve removing the subject property from the Sundance Subdivision Agreement and Addendum (Instrument #'s 102056126 and 106133465) and establishing a new development agreement.:

1. The property is approved to develop with a nursing and residential care facility). The applicant shall substantially comply with the site plan, landscape plan and building elevations approved with conditional use permit (H-2021-0040).
2. The applicant shall be allowed to construct a 10-foot wide landscape buffer along the northern boundary of the site as shown in Exhibit B.

B. The Meridian City Council heard these items on September 14, 2021. At the public hearing, the Council moved to approve the subject development agreement modification request.

1. Summary of the City Council public hearing:
 - a. In favor: Jeff Hatch, Hatch Design Architecture
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Alan Tiefenbach
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None

EXHIBIT A

3. Key issue(s) of discussion by City Council:
 - a. None

EXHIBIT A

V. EXHIBITS

A. Legal Description

EXHIBIT "A" Parcel A – Description

A parcel of land being a portion of Lot 47, Block 7 of SUNDANCE SUBDIVISION No. 5, filed in Book 98 of Plats at Pages 12523-12526, in the Office of the Ada County Recorder, located in the SW ¼ of Section 31, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and as shown on Record of Survey No. 8756, filed as Instrument No. 110034523, being more particularly described as follows:

BEGINNING at the northwesterly corner of Lot 47, Block 7 of said subdivision; thence, along the northerly line of said Lot 47,

1. S.89°08'33"E., 101.48 feet; thence, leaving said northerly line,
2. S.00°51'50"W., 88.09 feet to the southerly line of said Lot 47; thence, along said southerly line,
3. N.89°08'10"W., 101.48 feet to the southwesterly corner of said Lot 47; thence, along the westerly line of said Lot 47,
4. N.00°51'50"E., 88.08 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.205 Acres, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of Way and Easements of Record.



EXHIBIT A

EXHIBIT "A" Parcel B – Description

A parcel of land being a portion of Lots 46 and 47, Block 7 of SUNDANCE SUBDIVISION No. 5, filed in Book 98 of Plats at Pages 12523-12526, in the Office of the Ada County Recorder, located in the SW ¼ of Section 31, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and as shown on Record of Survey No. 8756, filed as Instrument No.110034523, being more particularly described as follows:

COMMENCING at the northwesterly corner of Lot 47, Block 7 of said subdivision; thence, along the northerly line of said Lot 47,

- A) S.89°08'33"E., 101.48 feet to the **POINT OF BEGINNING**; thence, continuing along said northerly line,
 1. S.89°08'33"E., 60.00 feet; thence, leaving said northerly line,
 2. S.00°51'50"W., 177.90 feet to the southerly line of said Lot 46; thence, along said southerly line,
 3. N.90°00'00"W., 49.44 feet to the southwesterly corner of said Lot 46; thence, along the westerly line of said Lot 46,
 4. N.00°51'50"E., 90.55 feet to the southeasterly corner of said Lot 47; thence, along the southerly line of said Lot 47,
 5. N.89°08'10"W., 10.56 feet; thence, the southerly line of said Lot 47,
 6. N.00°51'50"E., 88.09 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.224 Acres, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of Way and Easements of Record.

H:\05161\WPfiles\SURVEY\PBA PARCEL DESCRIPTIONS\PARCEL B.doc



EXHIBIT A

B. Site Plan (approved by Planning Commission on July 15, 2021)

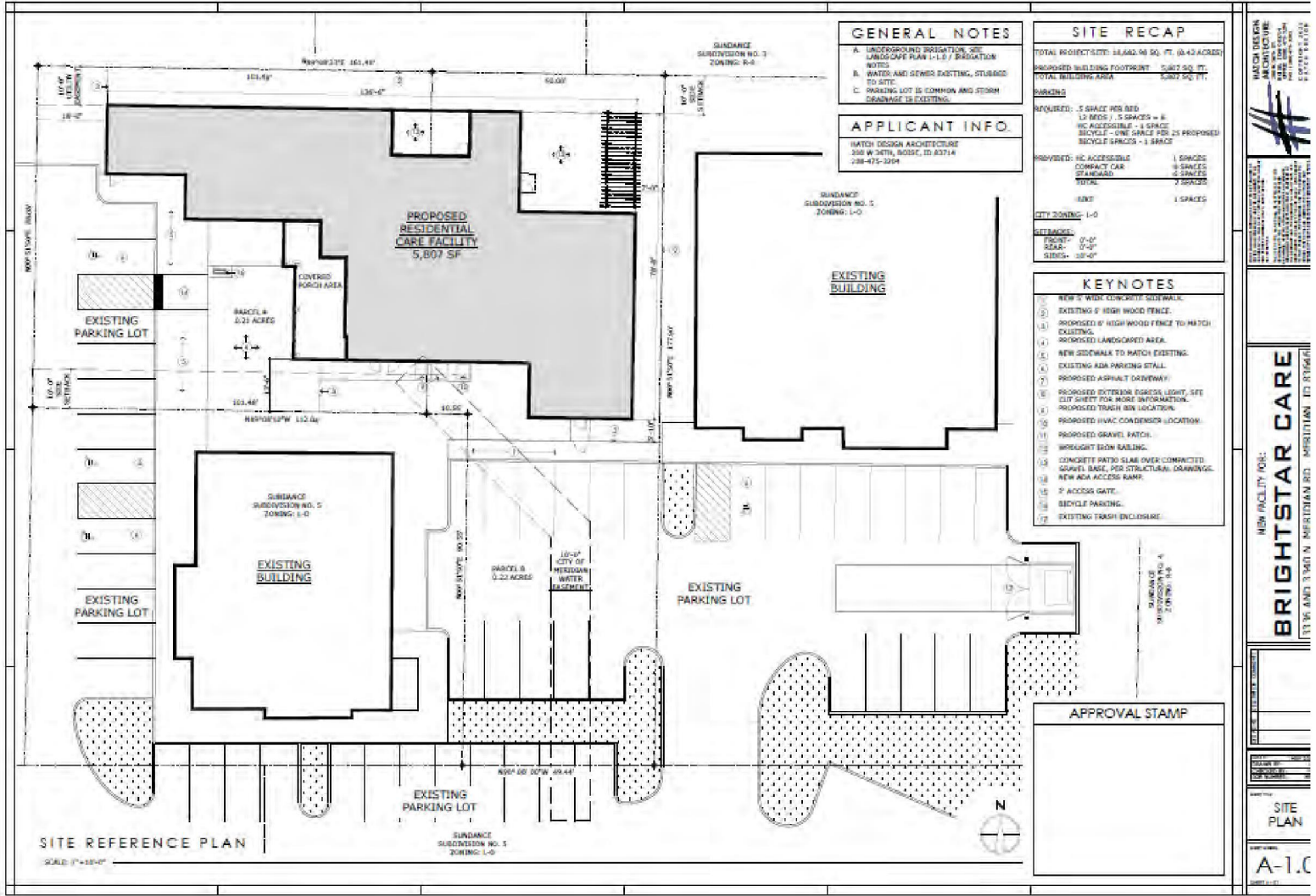


EXHIBIT A

C. Landscape Plan of approved Brightstar Meridian Conditional Use

- 3. ALL TREES THAT ARE DAMAGED, DESTROYED OR REMOVED SHALL BE REPLACED AT THE MITIGATION STANDARDS PER THE CITY OF BRIGHTSTAR. SEE TREE MITIGATION NOTES FOR ADDITIONAL INFORMATION.
- 4. SEE TREE MITIGATION NOTES FOR ADDITIONAL INFORMATION.

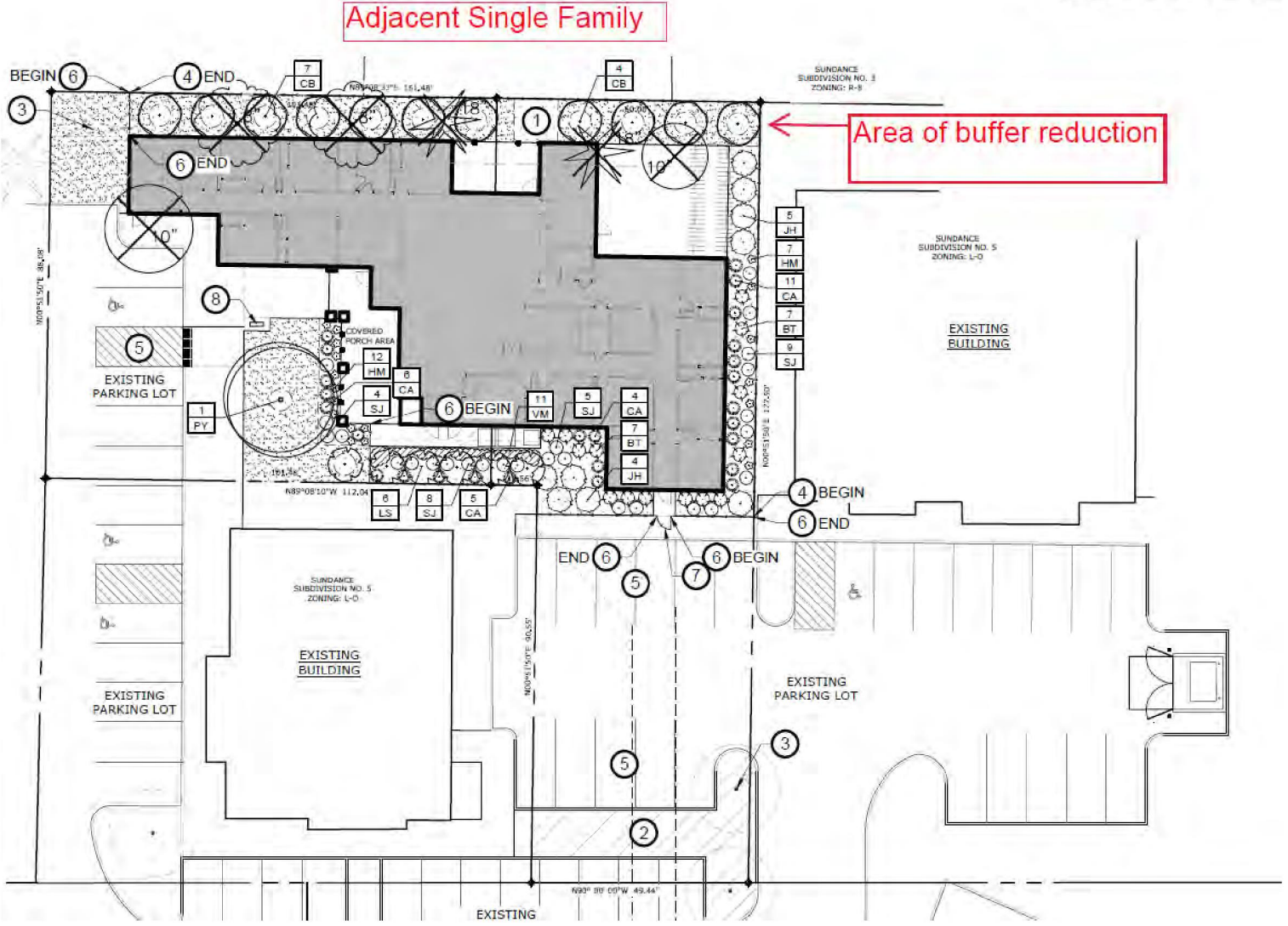
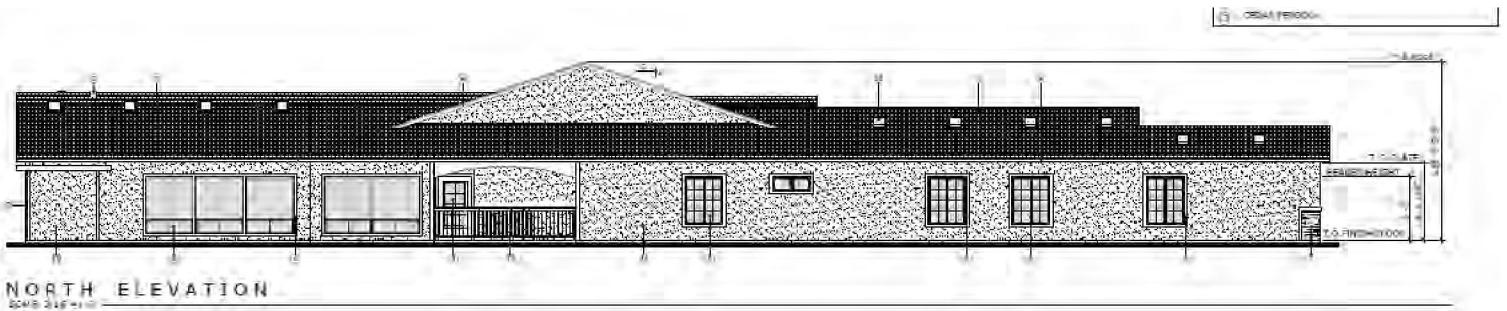


EXHIBIT A

D. Approved Elevations of Brightstar Meridian Facility



Front (west) elevation



Rear (north) elevation facing residential (fence and landscaping will be in front of this elevation).

EXHIBIT A

E. Existing DA language

- permitted.
8. Provide five-foot-wide sidewalks in accordance with City Ordinance Section 12-5-2.K.
 9. All construction shall conform to the requirements of the Americans with Disabilities Act.
 10. Meridian City Ordinance 12-6 sets forth the requirements for Planned Developments. Any conditions attached to a Final Development Plan for Planned Development projects run with the land and shall not lapse or be waived as the result of any subsequent change in tenancy or ownership.
 11. That any proposed uses other than an office use on Lots 45, 47, 49 and 50, Block 7 shall require a CUP. The office uses are allowed under the Planned Development process and would not require a CUP if constructed in accordance with an approved CUP site plan and plat.
 12. Due to the single-family uses abutting the boundaries of Lots 45, 47 and 49, Block 7 (proposed as future office use), a minimum 20-foot planting strip, in accordance with City Ordinance 12-4-7.A., is required along the property lines of these three lots.
 13. Dedicate 48-feet of right-of-way from the centerline of Ustick Road abutting the parcel by means of recordation of a final subdivision plat or execution of a warranty deed prior to issuance of a building permit (or other required permits), whichever occurs first.
 14. Dedicate 48-feet of right-of-way from the centerline of Meridian Road abutting the parcel by means of recordation of a final subdivision plat or execution of a warranty deed prior to issuance of a building permit (or other required permits), whichever occurs first.
 15. Construct the main entrance off Ustick Road, located approximately 900-feet east of the west property line, as proposed. Construct the main entrance with one inbound



AGENDA ITEM

ITEM TOPIC: Artist Acceptance Agreements for Display of Artwork in Initial Point Gallery in 2022

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ____ day of _____, 20__ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Cara Hinkson (“Organizer”), on behalf of the West Ada School District (“District”). (City and Organizer may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall and to that end, the Meridian Arts Commission has invited District to display artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Organizer shall deliver artwork to Initial Point Gallery, on May 6, 2022, at such time as is specified by the Gallery Curator. Organizer shall be responsible for installing such artwork on May 6, 2022 at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from May 6, 2022 through June 2, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on June 2, 2022, at such time as is specified by the Gallery Curator. Organizer acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

II. INSTALLATION.

A. Coordination with Curator. Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Organization shall coordinate any and all such activity with the Gallery Curator. Organization shall be responsible for contacting the Gallery Curator at least thirty (30) days prior prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Organization’s failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.

B. Inspection of display. Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Organization for display in Initial Point Gallery

to ensure compliance with all criteria set forth in the most recent Call to Organizations issued for Initial Point Gallery, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

III. DISPLAY.

- A. Original artwork.** Organizer warrants that any and all artwork provided by Organizer for display in Initial Point Gallery shall be, and is, original work conceived and created by students of District, as written and signed by students.
- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information, permission for photography is signed by parents/guardians and those permission forms will be provide to the City prior to display of the art.
- C. Use of District's name.** District hereby conveys to City permission to use District's name and/or logo for purposes of advertising, marketing, and public information, without violation of District's rights of privacy or any other rights District may possess under this Agreement.
- D. Use of City's name.** City hereby conveys to District permission to use City's name for purposes of advertising, marketing, and public information, provided that neither Organizer nor its members shall use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Organizer in the manner set forth herein. While it is intended that District's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason without notice.
- F. Removal of artwork by District.** Organizer shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.

IV. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** On or about January 27, 2015, City and District entered into a "Hold Harmless and Indemnity Agreement"; such agreement is incorporated herein by reference as though set forth fully herein.

- B. Waiver.** Organizer and District shall, and hereby do, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Organizer's or District's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees. Parents/guardians also waive any and all claims and recourse against City, per the individual forms signed and submitted.
- C. Insurance is District's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by District or its members in the furtherance of the respective rights or obligations described herein. Insurance of the artwork; of the District's or its members' persons, property, or interests; and/or of the District's or its members' employees or agents shall be the sole responsibility of District. District or its members shall obtain all necessary insurance as may be required in order to protect those parties' insurable interests for their rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. District shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery. Parents/guardians also waive any and all claims about damage or loss of art in the individual forms submitted against the District.
- D. Permission is District's responsibility.** District shall be responsible for obtaining written permission from the parent or guardian of each student artist whose work is displayed in Initial Point Gallery, to include acknowledgments that:
1. The City of Meridian will not assume liability for or provide insurance to cover any loss, theft, or damage of the artwork.
 2. By allowing the child's participation, the parents bear all risks, some of which are unknown, and release and indemnify the City from all related claims for damages.
 3. Meridian City Hall is primarily a place of public business and Initial Point Gallery is a public place. The City seeks to encourage artistic expression and public dialogue, but must also ensure that City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable. To this end, artwork will be displayed which: is appropriate in subject and content for a functioning government workplace, is consistent with City policy and community values, contributes to the aesthetic and cultural atmosphere of Meridian City Hall, and is not disruptive or likely to offend the general public.
- V. TERMINATION.**
- A. Termination for cause.** If City determines that Organizer, District, or any of its members have failed to comply with or are in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The

defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.

- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Organizer.
- C. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VI. GENERAL PROVISIONS.

- A. Compliance with law.** Throughout the course of this Agreement, Organizer, District, and District's members shall comply with any and all applicable federal, state, and local laws.
- B. Non-discrimination.** In fulfilling or exercising any right or obligation under this Agreement, neither Organizer nor District shall discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- C. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- D. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- E. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- F. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. Successors and assigns.** District shall not subcontract or assign any of District's obligations under this Agreement that require or that may require their artistic talent or expertise. District may subcontract or assign obligations that do not require artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

West Ada School District:
Cara Hinkson
WASD Fine Arts Coordinator
1303 E Central Drive
Meridian ID 83642

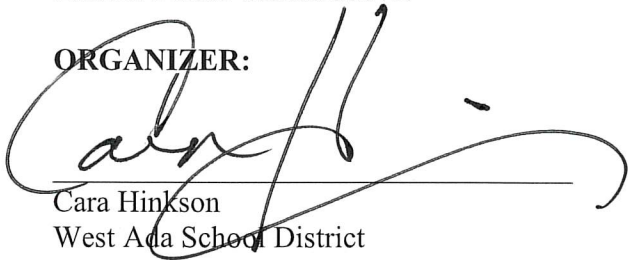
City:
Initial Point Gallery Curator
33 E. Broadway Avenue
Meridian ID 83642

Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.

- I. Warranty of authority.** Organizer expressly warrants that, to the extent set forth herein, Organizer is duly authorized to act as the representative and agent of District. Organizer further warrants that Organizer is authorized to bind District and its members and principals to the obligations set forth herein, and to accept the liabilities as established herein on behalf of District and its members and principals.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ORGANIZER:



Cara Hinkson
West Ada School District

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ____ day of _____, 20__ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **Josh Udesen**, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on July 1, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on July 1, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from July 1, 2022 through August 5, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on August 5, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery

Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.

- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.
- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown

conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.

- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or

employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.

- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- I. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this

Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:



Josh Udesen

Address: **6022 W Castle Dr**

Boise, ID 83703

Phone: **208-559-4423**

E-mail: **udesenj@gmail.com**

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ___ day of _____, 20___ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **Connie Wood**, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on August 5, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on August 5, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from August 5, 2022 through September 2, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on September 2, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery

Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.

- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.
- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown

conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.

- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or

employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.

- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- I. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this

Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

Connie Wood
Connie Wood

Address: P.O. Box 780

Hagerman, Id 83332

Phone: 208-539-6531

E-mail: Constantly2@gmail.com

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ___ day of _____, 20___ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **Jerry Hendershot**, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on August 5, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on August 5, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from August 5, 2022 through September 2, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on September 2, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery

Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.

- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.
- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown

conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.

- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or

employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.

- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- I. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this

Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:


Jerry Hendershot

Address: 2023 W. TARDER ST.

BOISE, ID 83705

Phone: (208) 863-4532

E-mail: parchedearthpottery@gmail.com

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ___ day of _____, 20___ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **Monte Stiles**, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on August 5, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on August 5, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from August 5, 2022 through September 2, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on September 2, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery

Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.

- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.
- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown

conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.

- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or

employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.

- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- I. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this

Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:



Monte Stiles

Address: 3671 S. Daisy Way

Boise, Idaho 83709

Phone: 208-841-6682

E-mail: monte@montestiles.com

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ____ day of _____, 20__ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **Melissa Reché**, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on October 7, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on October 7, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from October 7, 2022 through November 4, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on November 4, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery

Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.

- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.
- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown

conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.

- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or

employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.

- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- I. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this

Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

Melissa Reché
Melissa Reché

Address: 2531 S. Georgetown Pl.
Boise, ID 83709

Phone: 208-870-4841

E-mail: Rechex05@gmail.com

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ___ day of _____, 20___ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Kevin Flynn and Amber Day, doing business as **Flynn Day Pottery**, an assumed business name established pursuant to the laws of the state of Idaho (“Organization”). (City and Organization may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on November 4, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on November 4, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from November 4, 2022 through December 2, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on December 2, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.
- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.

- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.
- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.
- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.

- I. **Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

**ORGANIZATION:
Flynn Day Pottery**



Kevin Flynn, Owner

Address: 506 S. Haeding St.

Boise, ID. 83705

Phone: (208) 859-6207

E-mail: KEVINFLYNN17@Q.COM

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

**ACCEPTANCE AGREEMENT:
DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL**

This ACCEPTANCE AGREEMENT: DISPLAY OF ARTWORK IN INITIAL POINT GALLERY, MERIDIAN CITY HALL (“Agreement”) is made on the ____ day of _____, 20__ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **Julie Clemons**, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the City desires that public art will be a component of Meridian City Hall by the display of artwork in Initial Point Gallery, an art gallery on the third floor of Meridian City Hall, the address of which is 33 E. Broadway Ave., Meridian, Idaho (“Initial Point Gallery”);

WHEREAS, the Meridian Arts Commission (“Commission”) recommends to the Meridian City Council that Artist’s artwork be displayed in Initial Point Gallery;

WHEREAS, the Meridian City Council accepts such recommendation and directs the Commission to work with Artist to establish a display of Artist’s artwork in Initial Point Gallery; and

WHEREAS, the Parties acknowledge that Meridian City Hall is primarily a place of public business, that Initial Point Gallery is a public place, and that while the City seeks to encourage artistic expression and public dialogue, the City must simultaneously ensure that Meridian City Hall is a place where citizens, employees, and visitors of diverse ages and perspectives feel welcome and comfortable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

Artist shall personally deliver artwork to Initial Point Gallery, on November 4, 2022, at such time as is specified by the Gallery Curator. Artist shall be responsible for installing such artwork on November 4, 2022, at the direction of the Gallery Curator; shall allow the display of such work in Initial Point Gallery from November 4, 2022 through December 2, 2022, in accordance with the terms of this Agreement; and shall be responsible for removal of such artwork on December 2, 2022, at such time as is specified by the Gallery Curator.

II. COMPENSATION AND SALE OF ARTWORK.

A. No compensation. Artist shall display Artist’s artwork in Initial Point Gallery at the pleasure of the Meridian City Council. City shall not provide compensation to Artist for services, work, and/or any activity undertaken pursuant to or related to this Agreement.

B. Sale of artwork. Artist may, at the direction of and in the manner established by the Gallery

Curator, passively offer the artwork on display in Initial Point Gallery for sale. No price shall be displayed on or be proximate to any piece on display in Initial Point Gallery. City personnel shall not facilitate in any way the sale of Artist's work; any transaction related to the sale of artwork shall be handled solely by Artist. Artist acknowledges the Commission's request that Artist voluntarily donate to the Commission twenty percent (20%) of proceeds from any artwork sold due to its display in Initial Point Gallery. Upon the sale of a piece of artwork on display in Initial Point Gallery, Artist may remove such artwork from the Gallery, provided that Artist replaces the removed piece with another piece of artwork within twenty-four (24) hours of such removal. Artist shall coordinate the removal, replacement, and/or substitution of any and all artwork with the Gallery Curator prior to such activity.

III. TIME OF PERFORMANCE.

Artist shall provide services described in this Agreement in a timely manner, as described herein. Artist acknowledges and agrees that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

IV. INSTALLATION.

- A. Coordination with Curator.** Prior to the installation, removal, replacement, and/or substitution of the display in Initial Point Gallery or any portion or component thereof, Artist shall coordinate any and all such activity with the Gallery Curator. Artist shall be responsible for contacting the Gallery Curator at least thirty (30) days prior to the date of delivery of artwork to Initial Point Gallery to confirm details regarding the installation, removal, publicity, and promotion of the exhibit. Artist's failure to affirmatively contact the Gallery Curator as required by this paragraph shall constitute a default of this Agreement.
- B. Inspection of display.** Prior to or after installation, the Gallery Curator and/or the City may inspect and/or review the artwork proposed by Artist for display in Initial Point Gallery to ensure compliance with all criteria set forth in the most recent Call to Artists issued for Initial Point Gallery, and the Application and Acknowledgements Form completed by Artist, as well as to ensure that such artwork may be safely and appropriately displayed in Initial Point Gallery. If the Gallery Curator or the City concludes that the display or any portion or component thereof does not meet the criteria set forth in these enumerated documents, does not reflect artwork as described to the Commission or the Gallery Curator, or cannot be safely and/or appropriately displayed in Initial Point Gallery, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery. Further, the Gallery Curator or the City may require the immediate removal of such artwork from Initial Point Gallery where such removal serves the best interest of the City.

V. DISPLAY.

- A. Original artwork.** Artist warrants that any and all artwork provided by Artist for display in Initial Point Gallery shall be, and is, original work conceived and created by Artist.

- B. Photographs of artwork.** City may photograph the artwork displayed in Initial Point Gallery, as City may desire for purposes of advertising, marketing, and public information. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photograph to be the creator of the original subject thereof, provided that photographic reproductions of artwork shall not be identified as or represented to be the finished artwork.
- C. Use of Artist's name.** Artist hereby conveys to City permission to use Artist's name for purposes of advertising, marketing, and public information, without violation of Artist's rights of privacy or any other rights Artist may possess under this Agreement, provided that City shall not use Artist's logo, if any, for any purpose without the express, written permission of Artist.
- D. Use of City's name.** City hereby conveys to Artist permission to use City's name for purposes of advertising, marketing, and public information, without violation of City's rights of privacy or any other rights City may possess under this Agreement, provided that Artist shall not use City's logo for any purpose without the express, written permission of the Mayor's Chief of Staff.
- E. Removal of artwork by City.** City shall have the right to remove Artist's artwork from public display at any time and for any reason. Such removal may be temporary or permanent in nature. Where such artwork is or is intended to be removed from public display for longer than forty-eight (48) hours, City shall notify Artist in the manner set forth herein. While it is intended that Artist's artwork will be displayed in Initial Point Gallery for the period set forth herein, this period may be shortened by City for any reason, without notice to the Artist.
- F. Removal of artwork by Artist.** Artist shall coordinate with the Gallery Curator the removal, replacement, and/or substitution of any and all artwork prior to such activity, whether such activity is necessary due to the sale of a piece or for any other reason.
- G. Simultaneous display.** City may elect to display the work of more than one Artist or Organization in Initial Point Gallery at any time, at the City's sole discretion. The manner and arrangement of the display(s) in Initial Point Gallery shall be determined by the Gallery Curator.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. Indemnification.** Artist shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or invitees.
- B. Waiver.** Artist shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown

conditions, except for liability arising out of the tortious conduct of City or its officers, agents or employees.

- C. Insurance Artist's responsibility.** City shall not provide insurance to cover loss, theft, or damage of artwork displayed in Initial Point Gallery or to cover any activity undertaken by Artist in the furtherance of Artists' rights or obligations described herein. Insurance of the artwork; of the Artist's person, property, or interests; and/or of the Artist's employees or agents shall be the sole responsibility of Artist. Artist shall obtain all necessary insurance as may be required in order to protect Artist's insurable interests for its rights and obligations described within this Agreement, including, but not limited to, liability insurance, automobile insurance, worker's compensation insurance, and/or insurance of the artwork to be displayed in Initial Point Gallery. Artist shall bear any and all risks of, and actual, loss of, theft of, and/or damage to the artwork prepared for, transported to, transported from, installed or hung in, and/or displayed in Initial Point Gallery.

VII. TERMINATION.

- A. Termination for cause.** If City determines that Artist has failed to comply with or is in default of any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by providing written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have two (2) calendar days, not including Sundays or federal holidays, after the other party mails such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated immediately upon mailing of written notice of termination.
- B. Termination without cause.** City may immediately terminate this Agreement for any reason at any time without prior notice to Artist.
- C. Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist.
- D. Non-waiver.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent party and not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or

employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement.

- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** In fulfilling or exercising any right or obligation under this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.
- D. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- H. Successors and assigns.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- I. Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed, if to the Artist, to the address written below, and if to the City, to: 33 E. Broadway Avenue, Meridian, Idaho, 83642. Either party may change its respective mailing address by giving written notice of such change in the manner herein provided.
- J. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this

Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

Julie Clemons
Julie Clemons

Address: 4012 W. Nez Perce St.

Boise, ID 83705

Phone: 208 859-6733

E-mail: julie@julieclemons.com

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: License and Indemnity Agreement Between City of Meridian and Coastline Equipment for 2022 Public Works Week Mini Heavy Equipment Rodeo

LICENSE AND INDEMNITY AGREEMENT WITH COASTLINE EQUIPMENT FOR 2022 PUBLIC WORKS WEEK MINI HEAVY EQUIPMENT RODEO

This LICENSE AND INDEMNITY AGREEMENT WITH COASTLINE EQUIPMENT FOR 2022 PUBLIC WORKS WEEK MINI HEAVY EQUIPMENT RODEO is made this ____ day of _____, 2022 ("Effective Date"), by and between Coastline Equipment whose address is 2000 E. Overland Road, Meridian, Idaho ("Licensee"), and the City of Meridian, Idaho, a municipal corporation organized under the laws of the State of Idaho ("City"), whose address is 33 E. Broadway Ave., Meridian, Idaho.

WHEREAS, City is hosting an event at the Meridian City Hall Plaza on June 8, 2022 to celebrate Public Works Week; and

WHEREAS, as part of the Public Works Week celebration, Licensee is sponsoring a mini heavy equipment rodeo activity in the City Hall east parking lot (referred to herein as the "Property"); and

WHEREAS, the City of Meridian is willing to allow Licensee a limited license to use Property for this purpose;

NOW THEREFORE, in consideration of the recitals and mutual covenants, agreements, and inducements contained herein, the parties hereby agree as follows:

I. SCOPE OF LICENSE GRANTED BY CITY.

A. Scope of use. Licensee's use and occupancy of the Property shall be limited to activities associated with the mini heavy equipment rodeo, specific activities include the following: Up to two mini excavators will be on site for the public to test their skills at operation of the equipment in a competition setting. The setup will include plastic swimming pools filled with water and a "fishing" competition with the bucket and arm of the excavator. The area of operation will be delineated with traffic candles and caution tape for public safety.

B. Participant Waiver and Release Required. Licensee shall have each participant execute the "Release and Waiver of Liability Agreement" in form and content substantially similar to that set forth in *Exhibit A* hereto and incorporated herein.

C. Term of license. The term of this Agreement shall be from 4 p.m. to 7 p.m. on June 8, 2022, along with sufficient time to set up and tear down immediately before and after this time period.

II. INDEMNIFICATION; INSURANCE.

A. Indemnification. In consideration of Licensee's fee-free access to and use of Property, Licensee shall, and hereby does, indemnify and save and hold harmless City from and for any and all losses; claims; actions; judgments for damages; injury to its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, other persons, or property; and/or losses and expenses caused or incurred by Licensee and not caused by or arising out of the

tortious conduct of City of Meridian. Licensee acknowledges that accessing or using Property carries risks, some of which are unknown, and assumes these and any and all other known and unknown risks and hazards of such activity and any activity related thereto. Licensee forever waives and releases, on behalf of itself, its members, its agents, its employees, and their heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees now has or may hereafter have against the City of Meridian and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of Licensee's access to and use of City facilities and/or any activity related thereto and not caused by or arising out of the tortious conduct of the City of Meridian or its employees.

B. No coverage provided. Licensee acknowledges that the City of Meridian shall not provide for Licensee or for its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, any insurance or coverage of any kind, whether financial, medical, property, or otherwise, for any accidents, injuries, deaths, illnesses, losses, or damages that result during or arise out of Licensee's actions or omissions hereunder and/or any activity related thereto.

C. Licensee to maintain insurance. Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, and upon each and every occasion on which Licensee uses the Property hereunder, liability insurance in which the City of Meridian shall be named additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City, and if City becomes liable for an amount in excess of the insurance limits herein provided, Licensee covenants and agrees to indemnify and save and hold harmless City from and for any and all such losses, claims, actions, or judgments for damages or liability to persons or property. Licensee shall provide the Clerk City with a Certificate of Insurance or other proof of insurance evidencing Licensee's compliance with the requirements of this paragraph. In the event the insurance minimums of the Idaho Tort Claims Act are changed, Licensee shall immediately submit proof of compliance with the changed limits.

D. Waiver. Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Licensee's use of City's Property, whether such loss or damage may be attributable to known or unknown conditions, except for liability caused by or arising out of the tortious conduct of the City of Meridian or its employees.

E. As-is condition. The City makes no warranty or promise as to the condition, safety, usefulness, or habitability of the premises of the Property; Licensee accepts same as-is, both at the effective date of this agreement and at the time and for the purpose of each event and activity specified herein.

F. Good faith. Licensee will utilize the Property in a manner that will best conserve the current condition of the Property.

III. GENERAL PROVISIONS.

A. Alterations, improvement to real property. Licensee shall not make, or permit to be made, alterations to or improvements to Property without first obtaining City's written consent.

B. Relationship of Parties. Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, and employees are not independent contractors nor employees, agents, joint venturers, or partners of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Licensee and City or any official, agent, or employee of City; or between any of Licensee's members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, and the City or any official, agent, or employee of City.

C. Termination. If, through any cause, Licensee fails to comply with the terms of this Agreement, violates any of the covenants, agreements, and/or stipulations of this Agreement, or of any other applicable law, ordinance, regulation, or policy, and/or engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, City may immediately terminate this Agreement without the necessity of providing written notice to Licensee of such termination. Notice of for-cause termination shall be effective immediately upon verbal notification by City.

D. No waiver. City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Licensee.

E. Notices. Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed by United States Mail, certified, return receipt requested, addressed as follows:

City: City of Meridian Public Works Department
Attn: Gina Harris
33 E. Broadway Avenue
Meridian, Idaho 83642
Licensee: Coastline Equipment
2000 E. Overland Road
Boise, Idaho 83642

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

F. Compliance; no discrimination. In undertaking activities under or related to this Agreement, Licensee shall comply in all respects with all applicable laws, ordinances, regulations, policies, agreements, and requirements, and further shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.


G. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

H. Advice of attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney and/or has received the opportunity to seek such advice.

I. Applicable law. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

LICENSEE:
Coastline Equipment



Jason Sever
Branch Manager Idaho

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: Task Order 10567 to JUB Engineers, Inc. for Water and Sewer Replacement at E. Idaho Ave. from NE 3rd St. to 6th St. for the Not-to-Exceed Amount of \$225,515.00



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Sandra Ramirez **Meeting Date:** 4/5/2022
Presenter: N/A **Estimated Time:** N/A
Topic: Approval of Task Order 10567 – Water & Sewer Replacement

Recommended Council Action:

Approval of Task Order 10567 to JUB Engineers, Inc. for Water and Sewer Replacement at E Idaho Ave. from NE 3rd St.- 6th St. for the Not-to-Exceed amount of \$225,515.00 and authorize the Procurement Manager to sign the Purchase Order for the Not-to-Exceed amount of \$225,515.00.

Background:

The Task Order is in conjunction with the current Master Agreement dated October 1, 2019.

TASK ORDER NO. 10567

Pursuant to the

MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

CITY OF MERIDIAN (OWNER) AND JUB ENGINEERS, INC. (ENGINEER)

This Task Order is made this ____ day of March 2022 and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as “City”, and accepted by JUB ENGINEERS, INC., hereinafter referred to as “Engineer” pursuant to the mutual promises, covenant and conditions contained in the Master Agreement (category 2c) between the above-mentioned parties dated October 1, 2019. The Project Name for this Task Order is as follows:

WATER AND SEWER REPLACEMENT – E IDAHO AVE. NE 3RD TO 6TH ST

PROJECT UNDERSTANDING-SUMMARY

The CITY plans to implement water and sewer improvements in East Idaho Avenue between Meridian Road and NE 6th Street. This project conforms to the CITY’s overall objective of decommissioning existing alley sewers in the downtown area. Overall, this project will construct approximately 2,800 lineal feet of 8-inch collection sewer and 1,500 lineal feet of 8-inch water main. Potentially some 2,400 lineal feet of alleyway sewer could be abandoned. This project may potentially involve 66 sewer service reroutes to new or existing sewers. Overall project goals for the water and sewer improvements include the following and are generally identified on the Project Overview Map.

- Preliminary Cost of Service Evaluation (Sewer): The initial phase of the project will evaluate costs and feasibility of turning services on building fronting E. Idaho Avenue between Meridian Road and NE 2nd Street in comparison with rehabilitating the existing alley sewer in-place. New sewer was constructed in E. Idaho Avenue between Meridian Road and Main Street to serve development on the south side of E. Idaho Avenue. This area is heavily urbanized and costs for rerouting services will likely be high.
- E. Idaho Ave. between Meridian Rd. and Main St. (Sewer): Depending on the findings of the above, sewer services on the north side of E. Idaho will be rerouted to the existing sewer in E. Idaho Avenue. Buildings fronting the southwest corner of Main Street and East Idaho will also be served.

- Main Street between Pine Avenue and Broadway Avenue (Sewer): New collection sewer in Main Street will likely be required to serve properties that front Main Street, north and south of E. Idaho Avenue.
- E. Idaho Ave. between Main Street and NE 6th Street (Sewer): Extend new collection sewer from Main Street to NE 6th Street and reroute services on homes fronting East Idaho Street.
- NE 5th Street between Pine and Broadway (Sewer): Services will be connected to the existing sewer main in NE 5th Street south of Pine Avenue. These include (823 NE 5th, 830 NE 5th, 438 E Idaho, and 506 E Idaho). Extend new collection sewer south of E. Idaho Ave. to pick up properties on NE 5th Street (731, 720, 714, 704).
- E. Idaho between NE 2nd and NE 3rd (Water): Pothole the water main to verify the pipe size near the NE 2nd intersection and on both sides of the abandoned water main. If the pipe is 6-inch or smaller and/or cast iron, water main will be replaced with 8-inch main and new services and meters will be added.
- E. Idaho between NE 3rd and NE 6th (Water): Extend new 8-inch water main to NE 6th Street along with services and meters and make interconnections at each intersection.

The CITY's goal is to design these improvements in FY22-23.

SCOPE OF WORK

Task 1 – Project Administration

1. **Kickoff Meeting:** Attend a kick-off meeting with the CITY for the purpose of discussing the project approach, obtaining available information, landowner coordination and determining project schedule.
2. **Progress Meetings:** Attend regular progress meetings during the design phase with the CITY as needed throughout the project to discuss project status, provide budget status summaries, present deliverables, and receive direction from the CITY. It is assumed that four (4) such meetings will be required at the various project deliverable stages.
3. **Project Administration and Tracking.** Monitor team progress, action item lists, task deadlines, items needed from CITY; provide documentation, subconsultant administration, and monthly updates to project team and CITY as needed.

Task 2 – Feasibility Review (Sewer Service Meridian Rd to NE 2nd St)

1. **Feasibility Review:** J-U-B will preliminarily evaluate the feasibility of turning services to East Idaho Avenue between Meridian Road and NE 2nd Street. This will involve field review of the approximately 24 services in these two blocks and potentially meeting with the landowners. The preliminary evaluation will be based on available aerial imagery, site reconnaissance, and review of record information. Preliminary estimates of cost will be prepared for major work elements and compared with costs to rehabilitate the existing alley sewers. A

summary memo will describe the evaluation findings, challenges, concept costs and compare relative benefits and disadvantages with rehabilitating the existing sewer in-place. A meeting with the CITY will be held to discuss CITY's review comments and determine which alternative to move forward into the design phase.

Deliverables

- Alternatives exhibit map and summary narrative with conceptual cost estimates.

Task 3 – Topographic Survey and Base Mapping

1. **Survey and Base Mapping:** J-U-B shall complete a topographic survey along the proposed project limits as defined below. At this time, it is not known if the existing sewer between Meridian Road and NE 2nd Street will remain in-service or if it will be abandoned. Survey and base mapping is provided under Task 7 in the area between Meridian Road and Main Street.
 - A. Research and Utility Request:** Research available land monuments, plats, records of survey, and rights-of-way on the project sites. J-U-B shall contact utility companies prior to survey via Dig-line to request available utility mapping. Utilities will be shown to the extent they are visible in the field or located by the utility or Owner.
 - B. Survey Control** Establish survey control along the alignment using: horizontal coordinate system, NAD 1983 translated to the Ada County G.I.S. system, and vertical control based on NAVD 1988. Land monuments will be located and shown where found from visual observations during the field survey. Temporary construction benchmarks (T.B.M.'s) will be established on each block of the site.
 - C. Topographic Survey:** Complete topographic survey along the project limits. The level of detail for the topographic survey will be commensurate with open trench replacement to locate visual physical features, such as fences, utility poles, surfacing, utilities to the extent that they are found or field located by the utility companies, edge of pavement, face of curb, sidewalks, signal poles, signs, mail boxes, water meter boxes, water valves, large trees, and include monuments of record and physical survey of monuments and property pins that are found. Width of survey will extend from ROW to ROW on: 1) E. Idaho Avenue from NE 3rd Street to NE 6th Street; 2) Main Street approximately 200 feet north and south of E. Idaho Avenue; and 3) NE 2nd Street approximately 200 feet south of E. Idaho Avenue. Home or building sill elevations fronting the new collection sewers will be established and referenced in the sewer and service line design. Building cleanouts as visible in the field will be located. The presence of basements will be visually determined while this work is being completed.

D. Base Mapping: Prepare topographic mapping in Civil 3D 2021 at a 1" = 20' scale, 11"x17". Topographic features will be depicted using standard symbols. Topographic features will be shown on the design plans. Locations (X & Y coordinates) and elevations of local TBMs will be shown. Street ROW will be shown based on the CITY's G.I.S. mapping. Water system and water service will be shown based on CITY's G.I.S. mapping and as marked by the CITY in the field. Storm drainage systems will be referenced based on ACHD's available G.I.S. information and field survey of visible storm drainage facilities. Roadway will be cross-sectioned at 50' to 100' intervals, on centerline, edge of pavement, gutter, top of curb and natural ground near ROW. Property addresses and ownership will be shown from available GIS information adjacent to the project corridor.

Task 4 – Preliminary and Final Design Services

At this time, it is not known if the existing alleyway sewer between Meridian Road and NE 2nd Street will remain in-service or if it will be abandoned. This task provides preliminary and final design for the new collection sewer from Main Street to NE 6th Street, segments on Main Street, NE 2nd Street, and NE 5th Street as described in the project understanding. Additional services Task 7 provides design services for service connection to the existing sewer between Meridian Road and Main Street.

1. 30% Preliminary Design:

A. Review Existing Data, Information: J-U-B shall review CCTV inspection video on the existing alley sewers adjacent to East Idaho Avenue. The review shall be used to determine approximate location of existing services connections at the main. In addition, major structural deficiencies in the existing sewer will also be logged for possible incorporation into the project to maintain the viability of the existing sewers until abandonment can occur. A review log will be prepared summarizing the CCTV and the approximate locations of the service connections will be shown on the base mapping.

B. Preliminary Design of Sewer Alignment: J-U-B shall complete preliminary design of the vertical and horizontal alignments of the collection sewer. The preliminary design profile shall include an allowance for service rerouting and known basements containing water services. The properties of apparent controlling service lines will be identified based on length of service line, depth of service connection at existing sewer, and presence of basement with sewer services. Horizontal alignment shall consider ACHD and City corridor compliance, sanitary separation and constructability.

C. Preliminary Sewer Plan/Profile: A preliminary review roll-plot shall be prepared showing base mapping, approximate location of existing service connections on existing mains, preliminary determination of grade controlling services, approximate service line location from sewer main to street ROW, vertical profile, known utilities, horizontal alignment showing new manhole locations, etc.

- D. Water Main Investigation:** Coordinate with and retain the services of a private utility locating contractor to pothole the existing water main on E. Idaho Avenue between NE 2nd Street and NE 3rd Street. This investigation work will determine the size and pipe material type of the existing water main. Two pothole locations are anticipated using a vacuum excavator. CITY personnel will be onsite during the locating work to field measure approximate location, depth and identify water main type and size.
- E. Preliminary Water Main Alignment:** Evaluate the E. Idaho Avenue corridor from NE 2nd Street to NE 6th Street to sanitary clearances, constructability, maintaining water service along with other design considerations. The water main alignment will be shown on the preliminary sewer plan and profile roll plot sheet.
- F.** J-U-B will meet with the CITY to review the preliminary plan and profile and gather CITY input on the preliminary design. Additional or missing information on subject properties or services shall be identified for final design at the review meetings. Review meetings are accounted for under Task 1.

2. 75% Complete Design Package:

- A. Final Design:** J-U-B shall revise the conceptual alignment and profile based on the CITY's review comments and complete 75% final design of the selected sewer alignment and water main extension. Design shall include locating the landowner's preferred location of the sewer service connection at the street ROW. Design of the collection sewer profile will be based on an assumed service line routing on the private property; however, only the sewer service line from the collection sewer to street ROW will be designed and shown on the plans. Design shall incorporate utility corridor compliance, service connections, manhole connections or replacement, utility separations, utility conflicts, sewer abandonment where applicable, constructability, construction access, excavation depths, minimization of pavement repair and impacts to traffic and adjoining properties. Sewer abandonment plans shall be prepared on an overall plan sheet. Water main design shall include new water services from the main to the existing water boxes, main connection details, valving, thrust restraints and related details. Pavement section shall be based on ACHD's standards for local roads. Known utility or non-potable water crossing will be indicated on the plans. Prepare a draft water valve closure plan in coordination with Water Department staff.
- B. Construction Plans:** Plan and profile sheets will be prepared showing proposed sewer, sewer service connections, surface repair, manhole replacements or connections, existing sewer connections, water improvements, surface repair and other pertinent details. Plans will be 11"x17" with a 1" =20' or similar scale. Details will utilize CITY and ISPWC standard drawings as applicable.

- C. ESC Plan:** J-U-B will prepare an ESC plan per the CITY ESC plan requirements and standards for initial review by the CITY's Environmental Division. The CITY's ESC requirements will be incorporated into the technical specifications.
- D. Traffic Control Performance Plan:** J-U-B will prepare an overall traffic control plan with typical intersection crossing plan. The intent is for the Contractor to reference the performance requirements shown on the plan and modify as required for the construction sequencing, phasing and to secure agency (ACHD and CITY) approvals.
- E. Water Main Closure Plan:** An overall water shutoff plan will be prepared with water department staff input.
- F. Technical Specifications:** Prepare revisions to the most current versions of the standard specifications (2020 ISPWC and Meridian's Supplemental Specifications and Standard Drawings) for the project. Special provisions shall be developed for specialty work items in conformance with ISPWC formatting.
- G.** An opinion of probable construction cost and preliminary bid schedule will be prepared.
- H.** A senior engineer will perform a QC of the plans and technical specifications.
J-U-B will submit the 75% review package to the CITY for review and comment. One (1) set of plans will be submitted to the utility companies for informational purposes. J-U-B will meet with the CITY to review submittal package and receive comments and direction from Public Works staff on the project.
- 3. 90% Complete Design Package (Agency Review):**
- A. Final Design:** J-U-B shall revise the alignment, profile and details based on the CITY's 75% review comments as applicable. Complete final design of the collection sewer and water main extension by addressing pertinent issues with the alignment, profiles, service line stub-out locations or depths, ACHD/CITY corridor compliance, constructability, surface disturbance, sanitary separations, utility conflicts, excavation depths, and other pertinent design issues. Finalize the sewer abandonment plans. Pavement section shall be based on ACHD's standards for local roads. Known utility or non-potable water crossing will be indicated on the plans.
- B. Construction Plans:** Plan and profile sheets will be prepared showing proposed sewer, sewer service connections, surface repair, manhole replacements or connections, existing sewer connections, surface repair and other pertinent details. Plans will be 11"x17" with a 1" =20' or similar scale. Details will utilize CITY and ISPWC standard drawings as applicable.

- C. **ESC:** Revise the 75% ESC plans per CITY's comments and incorporate final plan modifications. The City Environmental Division will approve the plan.
- D. **Traffic Control Performance Plan:** Revise the 75% review TCP per CITY comments and finalize plan design. Prepare technical specifications for
- E. **Water Main Closure Plan:** An overall water shutoff plan will be prepared with water department staff input.
- F. **Technical Specifications:** Prepare revisions to the most current versions of the standard specifications (2020 ISPWC and Meridian's Supplemental Specifications and Standard Drawings) for the project. Special provisions shall be developed for specialty work items in conformance with ISPWC formatting.
- G. An opinion of probable construction cost and preliminary bid schedule will be prepared.
- H. A senior engineer will perform a QC of the plans and technical specifications.
- I. J-U-B will submit the 90% review package to the CITY and the agencies (Task 5) for review and comment. The CITY will provide full review can comments from the Community Development Divisions as appropriate. One (1) set of ESC plans will be submitted to CITY's Environmental Division. One (1) set of plans will be submitted to the utility companies for informational purposes. J-U-B will meet with the CITY to review submittal package and receive comments and direction from Public Works staff on the project.

4. 100% Final Design and Project Manual Package (QLPE Review, Bid Ready):

- A. J-U-B will incorporate CITY and agency review comments (as applicable) and revise the Construction Plans, Technical Specifications, and ESC.
- B. Update opinion of probable construction cost and preliminary bid schedule.
- C. J-U-B will submit electronic copies of the 100% (Bid Ready) submittal package for CITY QLPE review and approval. If revisions are necessary, J-U-B will incorporate and resubmit submittal the package.

Deliverables

- 30% Complete Preliminary Sewer and Water Plan/Profile Roll-plot, (2) copies at scale TBD.
- Four (4) copies of 75% review package, plans, specifications, cost estimate.
- Electronic pdf copies of the Final (100% QLPE, Bid Ready) Plans and Technical Specifications, and final opinion of probable construction cost. Hard copies if required will be provided by the CITY.
- Four (4) copies of 90% review package, plans, specifications, opinion of probable construction cost estimate.

- Technical specifications in word format for CITY review and editing.

Task 5 – Landowner and Business Coordination

The budget for this task assumes a level of effort (labor hours) to provide the services outlined below. The number of meetings, coordination time, landowner contacts and involvement is unpredictable and will vary. The anticipated level of effort is shown on Attachment A for the budget shown. Additional budget may be required if an increase in the landowner outreach or coordination effort is needed.

1. Public Outreach:

- A.** J-U-B, with CITY input, shall design and prepare a project flyer with agreed upon messaging which will be distributed to all residents, businesses, and impacted properties, before the service line coordination meetings. The flyer will have J-U-B and CITY contact information that interested parties can call for additional information. A J-U-B public involvement professional will serve as the primary point-of-contact, available at all-time to answer questions and address stakeholder concerns.
- B. Meetings:** Additional stakeholders' outreach will occur with impacted businesses, neighborhood/home-owner associations; emergency services; and development/property owners. Follow up meetings or correspondence may be required for some landowners and businesses throughout all project phases. J-U-B public involvement professional shall conduct site meeting or follow up telephone calls with those residents or businesses responding to the project flyer distributed prior to the design phase. Meetings notes shall be prepared summarizing discussions and copied to the CITY PM.
- C.** Prior to construction, an additional project flyer is suggested to be distributed and will be provided under subsequent additional services task order.

2. Services Coordination and Routing: J-U-B shall assist the CITY with landowner coordination on the project during the design phase which will include the following:

- A. Right of Entry Letter:** J-U-B will create a right of entry form and project vicinity map for CITY review and approval. The form will have J-U-B and City contact information that interested parties can call for additional information along with the anticipated timeline to complete the work. All landowner mailings will be sent by the CITY.
- B. Landowner Meetings for Service Line Routing and Water Meter Replacements:** J-U-B will visit each property and meet with each landowner (approximately 66) to determine approximately where the existing sewer service exits the building, preferred routing of the new sewer service line and determination if basements are present. In addition, J-U-B will coordinate with

affected landowners on the new water meter replacements. J-U-B, in conjunction with the landowner and CITY staff, will develop a preferred corridor for the new sewer service line. Sewer service depth at the existing structures shall be estimated from existing mainline invert elevations at the observed service connections from the CITY's CCTV and assumed grade to the structure. Approximate ground elevation at the building's connection point will be estimated from the sill elevation established in Task 3. Photo images will be used to document each corridor, building service connection location, and physical features. A topographic survey shall not be provided, nor is an exhaustive investigation on features such as underground utilities, landscaping sprinkler systems, etc. included in this scope of work. A map sheet shall be prepared for each service line showing approximate connection location, routing, topographic survey within street ROW, parcel boundary and approximate home footprint taken from Ada County GIS aerial photogrammetry, property images of service line routing, and other pertinent information. Accompanying the map sheet will be service line corridor images edited to identify the preferred corridor and point of connection at the building. The map sheet and corridor images for each service line routing shall be placed in an Appendix with the Technical Specifications.

Scope of the meetings and service line re-routing will vary for each parcel. The anticipated level of effort is shown on Attachment A.

Deliverables

- Project design and pre-construction informational flyers and a tracking log summarizing comments received and meeting notes.
- Right-of-entry form
- A project tracking log will be kept to summarize discussions and feedback.
- Service line map sheet and corridor images for each service line in electronic pdf format for inclusion with the Technical Specifications for the deliverables in Task 4.

Task 6 – Agency Coordination and Permitting

1. ACHD Coordination and Permitting

- A. Coordinate alignments with the Ada County Highway District (ACHD) to establish acceptable corridor and surface repair on East Idaho Avenue and the affected cross streets.
- B. Submit 90% Plans to ACHD for review and approval.

2. Irrigation/Drainage Water Users or District Review and Coordination

- A. J-U-B will research the project corridor for irrigation and drainage facilities where the proposed improvements may cross or impact. J-U-B will review available records and make inquiries on ownership of such water users or sub-irrigation

districts and advise the CITY if permitting or additional coordination is required. An adjustment to the task budget may be required if formal permitting or licensing process is determined.

Task 7 – Additional Services

The following services will only be initiated if specifically authorized by the CITY.

- 1. Sewer Service Rerouting (Meridian Road to NE 2nd Street) Survey and Design**
If the CITY elects to abandon existing alleyway sewers between Meridian Road and NE 2nd Street, as determined in Task 2, J-U-B will complete the following additional services:

- A.** J-U-B shall complete topographic survey and base mapping on East Idaho Avenue between Meridian Road and Main Street. Scope of the service will be defined in Task 3.
- B.** Preliminary and final design of sewer service connections will be completed in accordance with Task 4, between Meridian Road and NE 2nd Street.
- C.** Services coordination and routing will be completed for landowners on the approximately 24 services along these two blocks of sewer in accordance with the services outlined in Task 5.

- 2. Water Main Design (NE 2nd Street) Survey and Design**

If the water main investigation (Task 4.1.D) determines that this existing main is not suitable in size or material, J-U-B will complete the following additional services:

- A.** J-U-B shall complete preliminary and final design of the new water main, water services and meter replacements between NE 2nd Street and NE 3rd Street in accordance with the scope outlined in Task 4.

ASSUMPTIONS

While preparing our scope of services and fee schedule, we have made the following assumptions:

1. City will provide Consultant with the following:
 - a) Record drawings of the existing sewer in East Idaho Avenue, Pine Avenue, Split-Corridor water and sewer project, and other available development projects in the area.
 - b) Information on sewers within the alleys in the project areas including CCTV inspection video of existing alley sewers, Pine Avenue sewer, E. Idaho Sewer in the project area. Additional CCTV may be required and provided by the CITY depending on date and quality of existing CCTV.
 - c) GIS shape files or CAD drawings of existing utilities along the project corridor.

- d) Provide approximate burial depth measurement for existing water mains in the project area.

2. The City will:

- a) Provide on-going review of J-U-B's work and timely consideration of policy issues with a time acceptable to the CITY and J-U-B.
- b) Pay for all permits and fees needed for the project that are not provided by the General Contractor (GC).
- c) Provide project manager to serve as a liaison with other City departments to facilitate the project reviews and approval process.
- d) Provide a liaison with the Engineer for business and residential outreach. Assist the Engineer with landowner coordination for the placement of new sewer service stub-outs, and general project coordination. The CITY will provide all mailing costs to the landowners.
- e) Provide water department staff to be present during potholing activities to field measure existing water mains and establish size and material types.

3. Project Assumptions:

- a) Topographic survey on private property or detailed design of each property's service line on private property is not provided. The GC will be responsible for the actual final design and coordination of each service line with the landowners.
- b) Available record drawing data or CCTV data will be used to research existing services lines and any stub-outs constructed as part of the Pine Avenue project or the E. Idaho development project between Meridian Road and Main Street.
- c) Exact locations of utilities are not known and may affect the alignment during construction.
- d) A draft traffic control plan (TCP) will be prepared for the project. The GC shall review and amend the TCP per project specific construction sequences and submit to ACHD for approval.
- e) The disturbed area is greater than one (1) acre in size and will require a project specific SWPPP. These scopes of services provide an ESC plan which can be referenced by the GC who will prepare and execute the SWPPP.
- f) Full width street restoration is not included in the design.
- g) Existing sewer manholes will be abandoned in-place and include abandonment of mainline where accessible from the existing manhole. Existing service connections on existing sewer mains will not be abandoned, only at the re-routing point of connection where the sewer service exits the building.
- h) Exact locations of utilities are not known and may affect the alignment during construction. No potholing is provided to confirm utility locations, including the exact elevation of the service line leaving the building.

- i) Right-of-way (ROW) and parcel information will be referenced from the Ada County GIS base mapping. Refer to Task 2 for assumptions regarding scope of services on the project research and topographical survey.
- j) J-U-B will utilize ACHD’s standard street section for the trench repair.
- k) No work in Meridian Road is anticipated with this project. Service to 816 N. Meridian Road may require service to Meridian Road depending on the results of Task 2. If service to Meridian is required, an addendum to these services will be required.
- l) Water meter sizing will be provided by the CITY. New water service lines will be run from the new water main to the existing meter box. No relocation or replacement of meter boxes is anticipated. New water meters will be provided by the CITY for installation by the Contractor. No water service lines will be routed from the new meter to the home or building.

TIME OF COMPLETION and COMPENSATION SCHEDULE

Tentatively, construction is targeted in winter 2022-23.

COMPENSATION AND COMPLETION SCHEDULE			
Task	Description	Estimated Completion Date	Compensation
1	Project Meetings & Administration	On-going throughout other tasks.	\$7,564
2	Feasibility Review	Completed within 60 calendar days of the NTP	\$9,641
3 & 4	Topographic Survey Update & Final Design Services	Completed within 150 calendar days as dependent on landowner coordination and agency approvals.	\$133,479
5	Public Outreach and Landowner Services Coordination	On-going as required.	\$47,822
6	Agency Coordination & Permitting	On-going as required.	\$7,142
7	Additional Services (Project Meetings & Administration)	On-going as required.	\$19,867
TASK ORDER TOTAL:			\$225,515.00

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 10567 is two hundred twenty-five thousand five hundred fifteen dollars (\$225,515.00). No compensation will be paid over the Not-to-Exceed amount without prior written approval by the City in the form of a Change Order. No travel or expenses will be reimbursed through this agreement. All costs must be incorporated in the individual tasks within the Compensation and Completion Schedule above.

CITY OF MERIDIAN

JUB ENGINEERS, INC.

Item #27.

BY: _____
KEITH WATTS, Procurement Manager

Dated: _____

BY: 
Lisa Bachman, Area Manager

Dated: 03/28/22

City Project Manager:
Vicki Ly

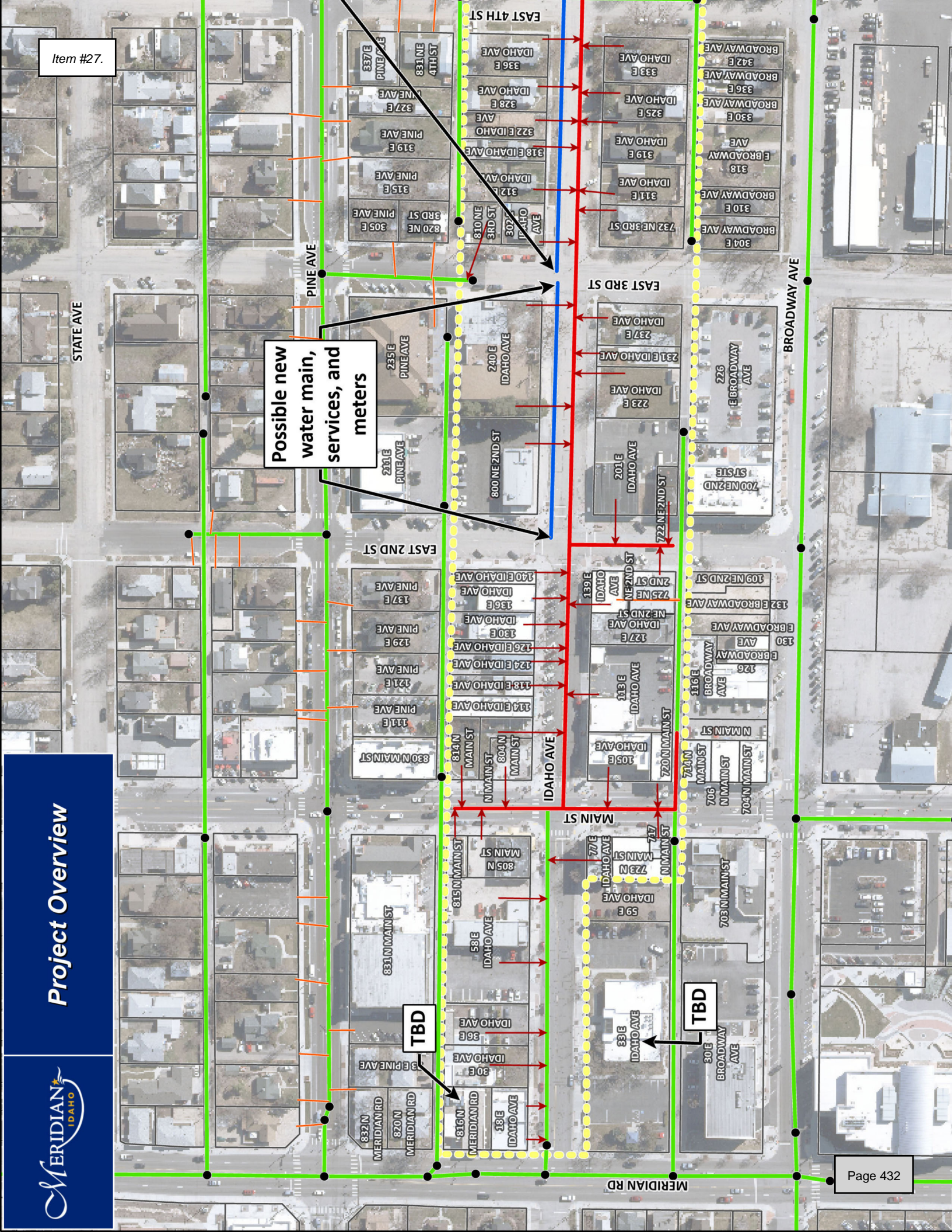
Item #27.

Possible new water main, services, and meters

TBD

TBD

Project Overview



CONTRACT CHECKLIST

Item #27.

I. PROJECT INFORMATION

Date: 3/1/2022 REQUESTING DEPARTMENT Public Works

Project Name: Water and Sewer Replacement - E Idaho Avenue. NE 3rd to 6th St

Project Manager: Vicki Ly Contract Amount: \$225,515

Contractor/Consultant/Design Engineer: JUB Engineers, Inc

Is this a change order? Yes No Change Order No. _____

II. BUDGET INFORMATION (Project Manager to Complete)

Fund: 60 Budget Available (Purchasing attach report):
 Department 60 Yes No
 GL Account 3590 FY Budget: 2022
 Project Number: 10567 Enhancement: Yes No
 Will the project cross fiscal years? Yes No

III. Contract Type

Construction
 Task Order
 Professional Service
 Equipment
 Grant

IV. GRANT INFORMATION - to be completed only on Grant funded projects

Grant #: N/A Wage Determination Received N/A Wage Verification 10 Days prior to bid due date N/A Debarment Status (Federal Funded) N/A

Print and Attach the determination Print, attach and amend bid by addendum (if changed) www.sam.gov Print and attach

V. BASIS OF AWARD

BID	RFP / RFQ	TASK ORDER
Award based on Low Bid	Highest Ranked Vendor Selected	Master Agreement Category <u>2C</u>
(Bid Results Attached) Yes <input type="checkbox"/> No <input type="checkbox"/>	(Ratings Attached) Yes <input type="checkbox"/> No <input type="checkbox"/>	Date MSA Roster Approved: <u>10/2/2019</u>
Typical Award Yes <input type="checkbox"/> No <input type="checkbox"/>	If no please state circumstances and conclusion: <u>N/A</u>	
Date Award Posted: <u>N/A</u>	7 day protest period ends: <u>N/A</u>	

VI. CONTRACTOR / CONSULTANT REQUIRED INFORMATION

PW License N/A Expiration Date: N/A Corporation Status Active-Goodstanding

Insurance Certificates Received (Date): 3/25/2021 Expiration Date: 8/1/2021 Rating: A++

Payment and Performance Bonds Received (Date): N/A Rating: _____

Builders Risk Ins. Req'd: Yes No If yes, has policy been purchased? N/A

(Only applicable for projects above \$1,000,000)

VII. TASK ORDER SELECTION (Project Manager to Complete)

Reason Consultant Selected 1 Performance on past projects
Check all that apply Quality of work On Budget
 On Time Accuracy of Construction Est

2 Qualified Personnel
 3 Availability of personnel
 4 Local of personnel

Description of negotiation process and fee evaluation:
 I reviewed the proposed design work hours and they were in line with what is needed for this project.

Clint Dolsby 3/4/2022
 Enter Supervisor Name Date Approved

VIII. AWARD INFORMATION

Date Submitted to Clerk for Agenda: March 29, 2022 Approval Date _____ By: _____

Purchase Order No.: _____ Date Issued: _____ WH5 submitted _____
(Only for PW Construction Projects)

NTP Date: _____



AGENDA ITEM

ITEM TOPIC: Community Development Block Grant (CDBG) Program Housing, Public Facility, and Infrastructure Project Recommendations for Program Year 2022



MEMORANDUM FOR RECORD

DATE: March 28, 2022

FROM: Crystal Campbell, Community Development Program Coordinator

TO: Robert Simison, Mayor
Treg Bernt, Council Member
Joe Borton, Council Member
Luke Cavener, Council Member
Brad Hoaglun, Council Member
Jessica Perreault, Council Member
Liz Strader, Council Member

CC: David Miles, Chief of Staff; Emily Kane, Deputy City Attorney; Chris Johnson, City Clerk

RE: CDBG Housing, Public Facility, and Infrastructure Notice of Intent Recommendations - Revised

1. Background

The Meridian Community Development Block Grant (CDBG) Program opens two competitive applications each year.

- Public Service Application – available from April 1 to April 30.
- Housing, Public Facility, and Infrastructure Application – requires a higher level of review to ensure projects are eligible and viable, so it has an added Notice of Intent (NOI) to apply requirement. If the project appears to be a good fit, the organization will be invited to complete the full application. The NOI is available from March 1 to March 15 and the complete application is available from April 6 to May 6.

2. Housing, Public Facility, and Infrastructure Applicants

The Program Year 2022 NOI's have been received and evaluated using: 1) Project Eligibility Determination to ensure the project meets the basic federal guidelines; 2) Pre-Award Risk Assessment to determine the level of risk associated with the project; and, 3) Notice of Intent Evaluation to determine if the project falls within the guidelines of the Consolidated Plan.

Applications are divided into separate categories for those addressing housing and those addressing public facility and infrastructure needs. The funds for each category are separate, so projects are only competing for funds in the same category.

Housing Projects

NeighborWorks Boise

Homebuyer Assistance

- Provide down payment, closing costs, and principle buy down assistance for low income, first time homebuyers, purchasing affordable homes within Meridian city limits.
- Eligibility Determination: Eligible
- Pre-Award Risk Assessment: 25 (Medium Risk = 21-30)
- Notice of Intent Evaluation: 175 points

NeighborWorks Boise

Homeowner Repair

- Provide funding to rehabilitate owner-occupied homes for households within Meridian City limits that meet the eligibility requirements.
- Eligibility Determination: Eligible
- Pre-Award Risk Assessment: 29 (Medium Risk = 21-30)
- Notice of Intent Evaluation: 161 points

Public Facility/Infrastructure Projects

Meridian Public Works

Franklin Road and SW 5th Streetlights

- Add streetlights where lighting doesn't currently exist.
- Eligibility Determination: Eligible
- Pre-Award Risk Assessment: 29 (Medium Risk = 21-30)
- Notice of Intent Evaluation: 161 points

Meridian Public Works

Landing Subdivision Streetlights

- Install/modernize streetlights where the existing lighting is insufficient.
- Eligibility Determination: Eligible
- Pre-Award Risk Assessment: 29 (Medium Risk = 21-30)
- Notice of Intent Evaluation: 161 points

Meridian Food Bank

Roof Repair

- Replace current roof that has water and wind damage
- Eligibility Determination: Eligible
- Pre-Award Risk Assessment: 44 (High Risk = 31+)
- Notice of Intent Evaluation: 146 points

3. Staff Recommendation

Staff recommends the following projects be invited to complete the application:

- NeighborWorks Boise Homebuyer Assistance
- NeighborWorks Boise Homeowner Repair
- Meridian Public Works Streetlights (two separate projects)
- Meridian Food Bank Roof Repair

Completed applications will be scored and ranked by a Scoring Committee and included in the PY22 Action Plan, which will then be presented to Council for approval. If there is not enough funding for all of the projects, those that are ranked lower will be included in the PY22 Action Plan as backup projects.

4. Council Decision

Staff is asking Council to approve the recommendations above when this memo is submitted on the consent agenda at the April 5, 2022 Council Work Session meeting. All projects that are invited to complete the full application will be included in the PY22 Action Plan unless there are extenuating circumstances.

5. Next Steps

Below is the timeline for projects included in the PY22 Action Plan:





AGENDA ITEM

ITEM TOPIC: Resolution No. 22-2320: A Resolution of the Mayor and the City Council of the City of Meridian, Appointing Steve Cory, Jo Greer, Pam Jagosh, Megan Larson, John Nesmith, and Walter Steed to the Meridian Districting Committee; Directing the City Clerk to Convene the Meridian Districting Committee as Soon as Practicable; Directing the City Clerk to Post Meridian Districting Committee Agendas and Minutes on the City of Meridian’s Website; Directing the City Clerk to Post the Census Data to be Used by the Meridian Districting Committee on the City of Meridian’s Website; Establishing a Date for the Meridian Districting Committee to Transmit the Meridian Districting Plan to the City Clerk; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 22-2320

BY THE CITY COUNCIL:

**BERNT, BORTON, CAVENER,
HOAGLUN, PERRAULT, STRADER**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, APPOINTING STEVE CORY, JO GREER, PAM JAGOSH, MEGAN LARSON, JOHN NESMITH, AND WALTER STEED TO THE MERIDIAN DISTRICTING COMMITTEE; DIRECTING THE CITY CLERK TO CONVENE THE MERIDIAN DISTRICTING DISTRICT AS SOON AS PRACTICABLE; DIRECTING THE CITY CLERK TO POST MERIDIAN DISTRICTING COMMITTEE AGENDAS AND MINUTES ON THE CITY OF MERIDIAN’S WEBSITE; DIRECTING THE CITY CLERK TO POST THE CENSUS DATA TO BE USED BY THE MERIDIAN DISTRICTING COMMITTEE ON THE CITY OF MERIDIAN’S WEBSITE; ESTABLISHING A DATE FOR THE MERIDIAN DISTRICTING COMMITTEE TO TRANSMIT THE MERIDIAN DISTRICTING PLAN TO THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meridian City Code section 1-7-11(A) establishes the Meridian Districting Committee; and,

WHEREAS, Meridian City Code section 1-7-11(C)(1) requires the Mayor to appoint, with the approval of the City Council, members of the Meridian Districting Committee; and,

WHEREAS, Meridian City Code section 1-7-11(C)(1) requires the City Clerk to perform certain tasks concerning the Meridian Districting Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That, pursuant to Meridian City Code section 1-7-11(C)(1), Steve Cory, Jo Greer, Pam Jagosh, Megan Larson, John Nesmith, and Walter Sneed are hereby appointed to a seat on the Meridian Districting Committee, with a term to expire on September 1, 2022.

Section 2. That, pursuant to Meridian City Code section 1-7-11(C)(1), the City Clerk is hereby directed to convene the Meridian Districting Committee as soon as practicable.

Section 3. That, pursuant to Meridian City Code section 1-7-11(C)(1), the City Clerk is hereby directed to post Meridian Districting Committee agendas and minutes on the City of Meridian’s website.

Section 4. That, pursuant to Meridian City Code section 1-7-11(C)(1), the City Clerk is hereby directed to post the federal census data to be used by the Meridian Districting Committee on the City of Meridian’s website.

Section 5. That, pursuant to Meridian City Code section 1-7-11(E)(4), the Meridian Districting Committee is hereby directed to transmit the Meridian Districting Plan to the City Clerk no later than June 28, 2022.

Section 6. 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 5th day of April, 2022.

APPROVED by the Mayor of the City of Meridian, Idaho, this 5th day of April, 2022.

APPROVED:

Mayor Robert E. Simison

ATTEST:

By: _____
Chris Johnson, City Clerk